



Town Council Meeting

September 21, 2021

6:30 p.m.

Hybrid Meeting

Agenda

Call to Order

1. Approval of Agenda

2. Approval of Minutes

- a. Town Council Meeting Minutes, July 20, 2021
- b. Town Council In Camera Meeting Minutes, July 20, 2021
- c. Special Town Council Meeting Minutes, July 29, 2021
- d. Special Town Council In Camera Meeting Minutes, July 29, 2021
- e. Special Town Council Meeting Minutes, September 7, 2021
- f. Special Town Council Meeting Minutes, September 14, 2021

3. Comments from the Mayor

- a. Fetal Alcohol Spectrum Disorder (FASD) Awareness Week
Sept 6-10 Proclamation

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 one (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. New Business

- a. RFD 049-2021: VWRM Debt Guarantees

6. Motions/Recommendations from Committee of the Whole, September 7, 2021:

- a. RFD 047-2021: REMO IMSA
- b. RFD 044-2021: MUNICIPAL ALCOHOL POLICY
- c. RFD 045-2021: FALL DEBENTURE
- d. RFD 046-2021: ANNUAL OPERATING LOC APPROVAL

7. Correspondence:

- a. Ashley Lawrence – Introduction – Vigilant Management
- b. Brenda Gainer-Pond View Park
- c. Erma Stultz et al – Pond View Park
- d. Gordon Lumis – Pond View Park
- e. Louis Beaudoin – Pond View Park incl. photos
- f. Ruth Goulden – Pond View Park
- g. Jane Lutes/Noel McQueen – Weekly Meeting July 19th – Summary
- h. Janet MacLeod – Traffic Light at Gaspereau and Main
- i. John Clement – New Public Transit Bench Kudos
- j. John Grant – Fallen Tree Branches
- k. John McKoy - Off Leash Dogs by the Dyke Trail and Waterfront Park
- l. Karen G. Taylor - Noise Levels
- m. Katy Devitt - Promotion of virtual focus group for IBD patients in Nova Scotia
- n. Kevin Gildart – Latitude 45 Suites Update



- o. Landmark East School – Community Project
- p. Steve Kaszab - Federal Housing Options (short form)
- q. Sharon Driscoll - Our Recent Stay

8. Regular Meeting Adjourned



PROCLAMATION
Fetal Alcohol Spectrum Disorder (FASD) Awareness Week
September 6 – 10, 2021

WHEREAS: Fetal Alcohol Spectrum Disorder (FASD) is a diagnostic term used to describe impacts on the brain and body of individuals prenatally exposed to alcohol. FASD is a lifelong disability. Individuals with FASD will experience some degree of challenges in their daily living, and need support with motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills to reach their full potential. Each individual with FASD is unique and has areas of both strengths and challenges.

WHEREAS: fasdNL is a pan-provincial organization that educates, provides supports and resources, and raises awareness about fetal alcohol spectrum disorder (FASD) in Newfoundland and Labrador and Atlantic Canada; and

WHEREAS: fasdNL is leading a three-year FASD prevention, awareness, training, and collaborative action project in the four Atlantic provinces; and

WHEREAS: FASD Awareness week is devoted to raising awareness of fetal alcohol spectrum disorder (FASD) to improve prevention of FASD and diagnosis and support for individuals with FASD and broad public awareness helps to put FASD on the 'map'.

NOW THEREFORE I, Mayor Wendy Donovan, of the Town of Wolfville, do hereby proclaim September 6th – 10th to be observed as **"Fetal Alcohol Spectrum (FASD) Awareness Week"**




Wendy Donovan
Mayor

REQUEST FOR DECISION 049-2021

Title: VWRM Debt Guarantee

Date: 2021-09-15

Department: Finance



SUMMARY

Valley Waste Resource Management Debt Guarantee

Annually the Town is involved in the budget process for Valley Waste Resource Management (VWRM), including any debt guarantees that may be required in relation to the VWRM capital budget.

The request before Council with this report relates to the current year 2021/22 Capital program, for which VWRM would expect to participate in a future Municipal Finance Corporation's debenture issue. Essentially the same process the Town of Wolfville follows for its capital program. The VWRM Board approved their Temporary Borrowing Resolution (TBR) at their July 21st meeting. The next step in the process is for each of the Inter-Municipal Agreement Service Partners to guarantee their proportionate share of the debt. The documents before Council with this report represent that guarantee.

DRAFT MOTION:

That Council guarantees a share of the Valley Waste Resource Management Authority's TBR 2021-22 Capital Program (in the amount of \$950,750), with Wolfville's share being 8.31% or \$79,007 as per attached partner guarantee resolution form.

REQUEST FOR DECISION 049-2021

Title: VWRM Debt Guarantee

Date: 2021-09-15

Department: Finance



1) CAO COMMENTS

The Acting CAO supports this recommendation.

2) LEGISLATIVE AUTHORITY

- Municipal Government Act - Sections 60 & 88
- VWRM Intermunicipal Service Agreement (IMSA)

3) STAFF RECOMMENDATION

That Council approve the loan guarantee requested by VWRM to address their 2021/22 capital program requirements.

4) REFERENCES AND ATTACHMENTS

- Standard loan guarantee resolution provided by VWRM (attached)
- VWRM TBR 21/22 Capital Program, including schedule A showing breakdown of guarantees, and schedule B noting the Capital Budget items being funded by way of debt (attached)
- VWRM 2021/22 approved budget (refer to Town RFD 021-2021, April Council agenda)

5) DISCUSSION

Similar to the Town, VWRM must go through the process required to access debenture funding for its capital program. As one of the IMSA parties, Wolfville must guarantee its share of any long term borrowings of VWRM. This paperwork deals with the documentation needed to ensure their TBR can be approved by the Minister.

The breakdown of guarantees by the IMSA group is:

MUNICIPAL PARTNER	GUARANTEE PERCENTAGE	GUARANTEE AMOUNT
Municipality of the County of Kings	74.56%	708,879
Town of Kentville	10.05%	95,550
Town of Wolfville	8.31%	79,007
Town of Berwick	3.53%	33,562
Town of Middleton	2.5%	23,769
Town of Annapolis Royal	1.05%	9,983
Total Capital Requirements for Borrowing Resolution	100%	950,750

REQUEST FOR DECISION 049-2021

Title: VWRM Debt Guarantee

Date: 2021-09-15

Department: Finance



6) FINANCIAL IMPLICATIONS

There is no immediate budget impact to the Town as the VWRM capital program was already considered as part of the approval of for the VWRM 2021/22 Budget.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

None provided at this time.

8) COMMUNICATION REQUIREMENTS

Once approved the guarantee will be signed, and the Town will advise VWRM staff of Councils decision.

9) ALTERNATIVES

In theory, Council could not provide the guarantee. This option would require VWRM to seek a different mechanism to fund it's 2021/22 capital budget. Since Council has already approved their budget, not providing the guarantee would be an impractical option. The approval process is an annual housekeeping matter to finalize details around VWRM Board and Town Council decisions made earlier in the year.

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY
MUNICIPAL PARTNER GUARANTEE RESOLUTION
COUNCIL OF**

Guarantee Share Amount: \$ _____ Purpose: _____

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority has determined to borrow the aggregate principal amount of _____ Dollars (\$ _____) for purpose of _____;

WHEREAS the Authority has requested the Council of the _____, a municipality that executed the instrument of incorporation of the Authority, to guarantee said borrowing; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act, no guarantee of a borrowing by a municipality shall have effect unless the Minister of Municipal Affairs has approved of the proposed borrowing or debenture and of the proposed guarantee;

BE IT THEREFORE RESOLVED

THAT the Council of the _____ does hereby approve the borrowing of the aggregate principal amount of _____ Dollars (\$ _____) for the purpose set out above;

THAT subject to the approval of the Minister of Municipal Affairs of the borrowing by the Authority and the approval of the Minister of Municipal Affairs of the guarantee, the Council unconditionally guarantee repayment of _____ Dollars (\$ _____) for the purpose set out above; and

THAT upon the issue of the debentures, the Mayor and Chief Administrative Officer of the Municipality do sign the guarantee attached to each of the debentures and affix thereto the corporate seal of the Municipality.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the _____ held on the _____ day of _____, 2021.

GIVEN under the hands of the Clerk and under the seal of the Municipality this _____ day of _____, 2021.

Clerk

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Town of Berwick, the Town of Kentville, the Town of Middleton, the Town of Wolfville, the Town of Annapolis Royal, and the Municipality of the County of Kings entered into an inter-municipal services agreement pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority pursuant to the inter-municipal agreement states that the body corporate shall be vested with the power to borrow money for the purpose of capital projects, the estimated amounts and descriptions of which are contained in Schedule "B";

WHEREAS any borrowing and/or entering into debt obligations of the municipal body corporate must be approved by the municipal units and the Municipal Guarantee percentages and amounts for each of the six municipal parties are attached at Schedule "A"; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act no money shall be borrowed by a municipality, village, committee by an inter-municipal agreement or service commission pursuant to this Act or another Act of the Legislature until the proposed borrowing and municipal guarantees have been approved by the Minister of Municipal Affairs;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 92 of the Municipal Government Act, and subject to the approval of the Minister of Municipal Affairs, the Authority borrow a sum or sums not to exceed Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$ 950,750) for the purpose set out above;

THAT the sum be borrowed by the issue and sale of debentures of the Authority of an amount as the Authority deems necessary;

THAT pursuant to Section 92 of the Municipal Government Act, the issue of debentures be postponed and that a sum or sums not to exceed Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$ 950,750) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and,

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Valley Region Solid Waste-Resource Management Authority held on the 21 day of July, 2021.

GIVEN under the hands of the Chair and the Secretary and under the seal of the Authority this 28 day of July, 2021.



Chair



Secretary

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

SCHEDULE "A"

MUNICIPAL GUARANTEES

MUNICIPAL PARTNER	GUARANTEE PERCENTAGE	GUARANTEE AMOUNT
Municipality of the County of Kings	74.56%	708,879
Town of Kentville	10.05%	95,550
Town of Wolfville	8.31%	79,007
Town of Berwick	3.53%	33,562
Town of Middleton	2.5%	23,769
Town of Annapolis Royal	1.05%	9,983
Total Capital Requirements for Borrowing Resolution	100%	950,750

VALLEY REGION SOLD WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

**SCHEDULE "B"
CAPITAL PROJECTS**

		Estimates \$
Heading: Vehicles		
Item	4x4 Pick-Up Truck & Plow	55,000.00
Item		
Item		
Item		
Heading Sub Total:		55,000.00
Heading: Machinery and Equipment		
Item	Wheel Loader	285,000.00
Item	Roll Off Containers	23,000.00
Item	Utility Trailer	15,000.00
Item		
Heading Sub Total:		323,000.00
Heading: Site / Facilities		
Item	WMC Tipping Floor -concrete floor repair & resurfacing	189,750.00
Item	EMC Tipping Floor- concrete floor repair & resurfacing	204,000.00
Item	WMC-Automated Scale House Window	19,000.00
Item	EMC Sorting Building and transfer building-design phase	75,000.00
Heading Sub Total:		487,750.00
Heading: Various		
Item	Scale Program Software	85,000.00
Item		
Item		
Item		
Heading Sub Total:		85,000.00
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		950,750.00

REQUEST FOR DECISION 047-2021

Title: REMO IMSA
Date: 2021-09-07
Department: Office of the CAO



SUMMARY

REMO IMSA

The four municipalities in Kings County wish to continue a “host unit” Inter-Municipal Services Agreement for the provision of Regional Emergency Management Organization services. The attached draft IMSA will fulfill this goal, is in line with Wolfville’s recently approved Emergency Management Bylaw and replaces the now-expired pilot project term agreement for Kings REMO.

DRAFT MOTION:

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

REQUEST FOR DECISION 047-2021

Title: REMO IMSA
Date: 2021-09-07
Department: Office of the CAO



1) CAO COMMENTS

Refer to discussion section below.

2) LEGISLATIVE AUTHORITY

- Section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units and for the delegation of service delivery to a party to an Agreement; and
- A cooperative partnership has been established operating under the name Kings County Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Partnering Municipal Units per Part III MGA and Section 10 *Emergency Management Act* (EMA)

3) STAFF RECOMMENDATION

It is recommended that Council authorize the Mayor and CAO to execute the attached IMSA for the provision of Regional Emergency Management services.

4) REFERENCES AND ATTACHMENTS

1. Draft Regional Emergency Management Inter-Municipal Services Agreement

5) DISCUSSION

Since March 2018, the Towns of Berwick, Kentville, Wolfville and the Municipality of the County of Kings have partnered together to deliver regional emergency management services through a regional emergency management organization. Wolfville has served as the “host unit” for this arrangement since this time. Originally the IMSA was for a two-year pilot period, which expired on March 31, 2020. However due to both delays related to COVID-19 and the creation of a regional working group to consider all IMSA’s throughout the Valley region, there has been a delay in formalizing the permanent agreement. For the past 18 months the participating units have been working off the expired agreement and the services have continued to be provided at a regional level.

REQUEST FOR DECISION 047-2021

Title: REMO IMSA
Date: 2021-09-07
Department: Office of the CAO



In the summer of 2021, all municipalities in Kings County updated their Emergency Management Bylaws, which enabled the creation of the IMSA now before Council. Furthermore, in July 2021 the IMSA Working Group supported the attached IMSA and recommended it move forward for consideration by partner Municipalities.

6) FINANCIAL IMPLICATIONS

Schedules C and D of the Agreement specify the annual budget and how this is allocated between the partnering municipalities. The Town of Wolfville is responsible for a base fee of \$6,000 annually and 9% of the remaining expenditures (which are anticipated to be just under \$5,000 for 2021-22), for an annual total of \$10,778 for 2021-22. The annual budget can be increased annually by CPI each year (as a maximum).

We have budgeted for this amount in the 2021-22 Operating Budget.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

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

- Community Wellness – having a strong regional emergency management system is critical to efficiently support residents through emergency management-related situations.

8) COMMUNICATION REQUIREMENTS

Council's decision will be communicated to the other municipal partners and the agreement, once executed, will be provided to the Province.

9) ALTERNATIVES

That Council does not authorize the CAO and Mayor to sign the agreement.

That Council proposes changes to the IMSA for consideration by the other municipal partners.

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

BETWEEN:

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

(hereafter, “Kings”)

-and-

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

(hereafter, “Berwick”)

-and-

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

(hereafter, “Kentville”)

-and-

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

(hereafter, “Wolffville”)

(collectively, the “parties hereto”)

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

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all PMUs, the parties hereto mutually covenant and agree with each other as follows:

DEFINITIONS

1. In this Agreement:

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

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

EFFECT

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

DECLARING A STATE OF LOCAL EMERGENCY

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

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

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

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

REMO GOVERNANCE

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

PROGRAM ADMINISTRATION

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

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

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

REGIONAL EMERGENCY PLANNING COMMITTEE

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

TERM AND TERMINATION

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

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

WITHDRAWAL

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

REMO ACTIVATION

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

REMO OPERATION

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

FINANCIAL – REMO OPERATIONS

40. Allocation of budgeted costs per Schedule C of this Agreement shall be made in accordance with Schedule D hereto with said Schedules forming part of this Agreement.
41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule D at the start and mid-point of each Fiscal Year.
42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the PMU CAOs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year. For the 2021-22 Fiscal Year the budget is attached as Schedule “C”, and year-over-year increases shall be to a maximum of Consumer Price Index (CPI) as published in December of each year by Statistics Canada for Nova Scotia (all goods being included).
43. In the event any PMU objects to a change to the budget allocation or an increase that exceeds CPI (Objecting PMU), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.
44. Upon approval, the budget shall be provided to the CAO of each PMU.
45. Annual surpluses incurred shall be refunded to the PMUs based on each PMU contribution to the budget.
46. Budget overages will require prior approval of all PMUs.
47. Deficits incurred are to be added to the funding commitments assessed to the PMUs succeeding Fiscal Year.

FINANCIAL – EMERGENCY EVENTS

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

INSURANCE

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

DISPUTE RESOLUTION

53. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any PMU may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA) . The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

NOTICE

54. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

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

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

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

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

APPLICABLE LAW

55. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

SEVERABILITY

56. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

WAIVERS AND AMENDMENTS

57. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

RELATIONSHIP OF PARTIES

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

FURTHER ASSURANCES

59. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

EXECUTION

60. This Agreement may be executed by facsimile and in counterpart, and without limiting the foregoing, operates in accordance with the Term and Termination provisions herein.

TIME

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

[remainder of page left intentionally blank signature pages follow]

DRAFT

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, estates and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

MUNICIPALITY OF THE COUNTY OF KINGS

WITNESS

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Mayor

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)

Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

TOWN OF BERWICK

WITNESS

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Mayor

)
)
)

Chief Administrative Officer

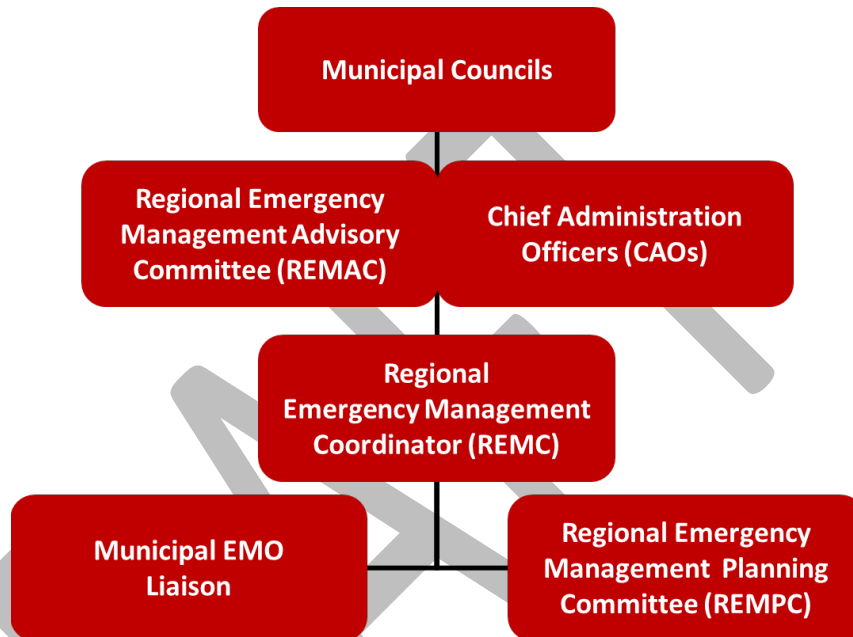
SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)

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

Schedule of Meetings

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

Committee Structure



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

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

Meeting Quorum

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

Agenda Items and Minutes

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

**Review of
Terms of
Reference**

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

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

DRAFT

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

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

Mandate

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

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

Duties and Responsibilities

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

Committee Chair

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

Schedule of Meetings

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

Committee Structure and Membership



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

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

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

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

- Provincial agencies

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

**Meeting
Quorum**

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

**Agenda Items
and Minutes**

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

**Review of
Terms of
Reference**

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

SCHEDULE C
ANNUAL REMO BUDGET

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

DRAFT

SCHEDULE D
REMO SHARING FORMULA

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

REQUEST FOR DECISION 044-2021

Title: Municipal Alcohol Policy

Date: 2021-09-07

Department: Office of the CAO



SUMMARY

Municipal Alcohol Policy

As a “spirited community,” a University Town, and the premiere destination for craft beverage and wine experiences in Eastern Canada, Wolfville has both an opportunity and a responsibility to lead a targeted process to build understanding around our relationship with alcohol.

Through a comprehensive policy, Wolfville should be able to provide a safe and enjoyable environment in which the consumption of alcohol does not harm the health of our residents or visitors to our community.

Developed as an actionable piece of Wolfville’s draft community alcohol strategy, this policy represents real steps the Town of Wolfville can take to minimize alcohol related risks and harms in association with alcohol marketing, access to alcohol and consumption of alcohol.

The intent of this policy is to provide consistent direction to the Town of Wolfville for use in decision making regarding the promotion, serving, sale and consumption of alcohol on Municipal properties and at Municipal events.

DRAFT MOTION:

That Council approve the draft Municipal Alcohol Policy for the Town of Wolfville as amended.

REQUEST FOR DECISION 044-2021

Title: Municipal Alcohol Policy

Date: 2021-09-07

Department: Office of the CAO



1) CAO COMMENTS

The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

This policy is in accordance with the Liquor Control Act, The Municipal Government Act and the CRTC Code for the Broadcast Advertising of Alcoholic Beverages.

<https://nslegislature.ca/sites/default/files/legc/statutes/liquor%20control.pdf>

<https://nslegislature.ca/sites/default/files/legc/statutes/municipal%20government.pdf>

<https://crtc.gc.ca/eng/television/publicit/codesalco.htm>

3) STAFF RECOMMENDATION

The staff recommendation is to approve the draft policy as presented.

That staff review and report on tobacco and cannabis regulations at a future date to ensure any gaps are addresses in future policy review.

4) REFERENCES AND ATTACHMENTS

Town of Wolfville Draft Alcohol Strategy 2020

5) DISCUSSION

The draft Municipal Alcohol Policy provides a clear set of considerations, rules and guidelines for Town owned and operated facilities. The policy also applies to events hosted by the Town, regardless of whether the event is hosted on Town property or not.

With this policy in place, public special events, licensed public special events and festivals organized or sponsored by the Town of Wolfville will have clear guidelines for promotion, sale, and consumption of alcohol.

With this policy, we will be able to take meaningful steps to minimize alcohol-related risks and harms in association with alcohol marketing, access, and consumption in our community.

REQUEST FOR DECISION 044-2021

Title: Municipal Alcohol Policy

Date: 2021-09-07

Department: Office of the CAO



Discussion at the September 7, 2021, Committee of the Whole raised the question of how the policy relates, or applies, to the Wine Bus that operates by the Willow Park Visitor Information Centre. Staff considered this and recommended that the policy work with the Wine Bus in the same way that the policy works with sidewalk patios, which is to say, the Wine Bus would have an exemption from the policy.

Through this process, the Wine Bus marketing was reviewed, including the images on the bus, and it all adheres to advertising standards.

There is no record of complaints regarding Wine Bus patrons from families using the Willow Park playground and splash pad, so restrictions through the application of this new policy are not required at this time.

As an actionable piece of the draft Community Alcohol Strategy, this policy provides the Town of Wolfville with a way to lead by example when it comes to understanding the responsibility that comes from having the right to enjoy alcohol.

6) FINANCIAL IMPLICATIONS

None.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- Economic Prosperity is considered because of our “spirited” brand. Managing the potential risks that come from alcohol through reasonable policy guidelines will allow the Town of Wolfville to continue to host safe, welcoming events for both residents and visitors.
- Community Wellness needs to be considered because of the health risks associated with alcohol use and misuse. Strong alcohol policy that covers serving, advertising, sampling, and selling makes it easier to manage both risks and harms.

8) COMMUNICATION REQUIREMENTS

Once passed, the Municipal Alcohol Policy needs to be shared with staff who will be responsible for planning, organizing, hosting, and partnering with others in event planning and event management.

Communication to Alcohol Working Group members and the Community Harmony members should also be done.

REQUEST FOR DECISION 044-2021

Title: Municipal Alcohol Policy

Date: 2021-09-07

Department: Office of the CAO



9) ALTERNATIVES

Without policy in place, staff could continue to make decisions on a case-by-case basis.



Municipal Alcohol Policy

Municipal Alcohol Policy for the Town of Wolfville	
Policy Number: 720-001	Supersedes Policy Number: N/A
Effective Date:	Approved By Council (Motion Number):

1.0 Purpose

To provide a safe and enjoyable environment in which the consumption of alcohol does not harm the health of our residents or those in our communities.

The aim of this Policy is to minimize alcohol-related risks and harms in association with alcohol marketing, access, and consumption. Furthermore, this Policy is intended to comply with relevant Province of Nova Scotia legislation such as the Liquor Control Act and the Municipal Government Act, as well as with the federal CRTC Code for Broadcast Advertising of Alcoholic Beverages.

This Policy will provide direction for Town of Wolfville staff to make fair and consistent decisions on how alcohol is promoted, sold, and consumed on municipal properties and at municipal events.

2.0 Scope

This Policy is applicable to all Town of Wolfville owned or operated facilities and municipal events (including public special events, licensed public special events, and festivals organized or sponsored by The Town of Wolfville), whether or not they are held on Town of Wolfville property.

3.0 Definitions

3.1 Adult – a person 19 years of age or older.



Municipal Alcohol Policy

- 3.2 Alcohol** – ethanol (ethyl alcohol); the predominant alcohol in alcoholic beverages (e.g., beer, wine, spirits). In relation to the application of Nova Scotia’s *Liquor Control Act*, the word liquor is to be understood as having the same meaning as the terms alcohol or alcoholic beverage. For the purposes of this Municipal Alcohol Policy, the term alcohol product shall not be construed as to apply to products and/or materials (e.g., prepared ‘kits’) used by consumers to make wine or beer at home and not intended for sale in any manner.
- 3.3 Alcohol Industry** – any corporation, business, or enterprise – of any size – involved in the production and/or sale of alcohol products (e.g. winery, brewery, distillery).
- 3.4 Alcohol Marketing** – implementation of planned alcohol industry/marketing strategies to (a) get specific alcohol products noticed and influence consumer decisions, (b) create and increase consumer demand, (c) build brand awareness and loyalty, and (d) increase sales and profits. These alcohol marketing strategies primarily include:
- a. Advertising – the use of visible/observable forms or ‘tools’ of marketing delivered through a variety of media (e.g., print, billboards, television, radio, Internet, etc.).
 - b. Sponsorship – a marketing strategy involving the provision of alcohol-industry cash or an in-kind fee for the opportunity to have the alcohol product and/or alcohol company/business favorably associated with the positive values and attributes of the community facility, event, program, service, or group being sponsored.
 - c. Special Promotions – marketing events or opportunities intended to increase exposure of consumers to alcohol product advertising, or to build brand recognition and loyalty (e.g., t-shirt, ball cap ‘give-aways’, etc.), or to promote and encourage direct access of consumers to the alcohol product itself (e.g., wine, beer, or spirits ‘sampling’).
- 3.5 Child** – person under 13 years of age.
- 3.6 Family-Oriented Event** – a type of public event intended for families, or at which families, children, and/or youth may be reasonably expected to be present
- 3.7 Public Event** – an event that is open to the public and in which any community member may participate. The event can be on property owned by the Town of



Municipal Alcohol Policy

Wolfville, or the event can be recognized, sponsored, or sanctioned by the Town of Wolfville. These Public Events can include, but are not limited to:

- a. Outdoor markets
- b. Parades
- c. Canada Day celebrations
- d. Festivals
- e. Fairs
- f. Displays
- g. Exhibitions
- h. Fundraisers
- i. Races
- j. Concerts

3.8 Special Occasion License – as defined in the *Liquor Licensing Regulations*, a class 1, 2, 3, or 4 license to serve alcohol (at one specific event, taking place during one or more specified days) issued pursuant to the *Liquor Control Act* by the AGFT Division of Service Nova Scotia.

3.9 Standard Drink – either 12 oz (341 ml) of beer with 5% alcohol content, or 5 oz (142 ml) wine with 12% alcohol content, or 1.5 oz (43 ml) spirits with 40% alcohol content.

3.10 Town of Wolfville hosted events – these are events organized, supported, and/or sanctioned by the Town of Wolfville.

3.11 Town of Wolfville facilities – any building, park, sports field, recreational facility, or event-space owned, leased, and/or operated directly by the Town of Wolfville that is available for use by the public, either universally or by way of any special or specific arrangement.

3.12 Youth – a person between 13 and 19 years of age.

4.0 Policies

4.1 The Town of Wolfville will determine where alcohol establishments are permitted through the Town's Planning documents.



Municipal Alcohol Policy

- 4.2** Alcohol sales, serving, sampling and consumption are not permitted at **family-oriented** events hosted by the Town of Wolfville where children are the primary audience.
- 4.3** Alcohol is permitted in Town of Wolfville facilities where a special occasion or permanent license has been issued by the AGFT Division of Service Nova Scotia; and all aspects of alcohol sales, serving, and consumption shall be in compliance with the NS Liquor Control Act and Regulations made pursuant to the Act.
- 4.4** Alcohol is permitted at licensed public events only in designated areas. Children and youth (i.e., persons under 19 years of age) are not permitted in the designated areas.
- 4.5** Non-alcoholic beverages will always be available and less expensive than alcoholic beverages at Town of Wolfville facilities and hosted events.
- 4.6** Alcohol product sampling (i.e. wine, beer, spirits ‘tasting’) is permitted in Town of Wolfville facilities and/or at public events only if the following conditions are met:
- The alcohol industry/product vendor is a small-scale, local business or enterprise (e.g., local winery, craft brewery, craft distillery).
 - The vendor has obtained a Nova Scotia Liquor Corporation (NSLC) ‘Tasting Permit’, and provides the tasting opportunities in compliance with all specified permit requirements.
 - Sample sizes shall be less than a standard drink (see Definitions, above), and shall be in, or less than, the following amounts – spirits 10 ml; wine 20 ml; beer, cider and coolers 30 ml.
 - The vendor complies with the relevant alcohol marketing policies presented in policies 4.6-4.10 (below).
- 4.7** Alcohol marketing is not permitted at, or in close proximity to, family-oriented events hosted by the Town of Wolfville where children are the primary audience.
- 4.8** Canopies, tents, or umbrellas with the name or logo of an alcohol company, brand, or product are not permitted at public events hosted by the Town of Wolfville, except for an event and in a specified location for which a Special Occasion License has been issued.



Municipal Alcohol Policy

- 4.9** Consistent with the current Land Use Bylaw, large-scale items used for advertising purposes (e.g., inflatables, banners, billboards, etc.) that display the name or logo of an alcohol company, brand, or product are not permitted in the Town of Wolfville. The term 'large-scale' is defined as an item larger than 10 square feet. (0.929 square metres).
- 4.10** This Policy does not apply to permitted Sidewalk Cafes under the Town of Wolfville Land Use By-law.
- 4.11** The name or logo of an alcohol company, brand, or product is not permitted on or in any promotional materials or media (e.g., posters, tickets, social media, etc.) related to a public event hosted by the Town of Wolfville, except when the required age of entry to the public event is 19 years of age or older.
- 4.12** Beyond the foregoing, any other measure that is reasonable and appropriate to limit the exposure of children and youth to alcohol marketing may be implemented.
- 4.13** Sponsorship in the form of alcohol industry naming rights for Town of Wolfville facilities, events, programs, or services is not permitted.
- 4.14** This Policy does not apply to the Magic Winery Bus.

CAO

Date

REQUEST FOR DECISION 045-2021

Title: Fall Debenture Pre-Approval

Date: 2021-09-07

Department: Finance



SUMMARY

2021 Fall Debenture Issue – Pre-Approval

Typically, Council deals with debenture issue approval once per year, and that is usually in the month of March or April. The spring debenture issue is utilized annually to put in place long-term borrowing for projects completed in the previous fiscal year. As noted in RFD 014-2021 (March Council), two of the 2020/21 capital projects were not completed in time for the spring debenture. These projects were the VIC Upgrade Project and the Wastewater Treatment Plant (WWTP) Upgrade Project.

The RFD now coming before Council seeks to put in place the long-term debt financing related to the upgraded WWTP which is substantially complete. Total long-term borrowing as approved in the 2020/21 Capital Budget for this project was \$1,300,000.

So, the purpose of this report is to complete the process for long term borrowing approved by Council in the 2020/21 Capital Budget. **This is the last formal step required** to enable participation in the 2021 Fall Debenture Issue issued through the Municipal Finance Corporation (MFC).

DRAFT MOTION:

That Council approve the attached resolution for pre-approval of participation in the Spring Debenture Issue, with the following **maximum** parameters:

Wastewater Treatment Plant Expansion	<u>\$1,300,000</u>	20 year amortization
--------------------------------------	--------------------	----------------------

Maximum average interest rate set at 5.5%

REQUEST FOR DECISION 045-2021

Title: Fall Debenture Pre-Approval

Date: 2021-09-07

Department: Finance



1) CAO COMMENTS

The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

- MGA Section 66 - Power to Borrow Money
- MGA Section 88 – Ministerial Approval

3) STAFF RECOMMENDATION

That Council approve the 2021 Fall Debenture Issue funding requirements.

4) REFERENCES AND ATTACHMENTS

- MFC Pre-Approval Resolution Wording (attached)
- Borrowing Certificate CR 08-2021-0019 (Town TBR #21/22-01) in amount of \$2,000,000 (attached)
- Town Capital Asset Funding Policy
- RFD 028-2021 – Temporary Borrowing Resolution Renewal – WWTP
- 2020/21 Capital Budget and related funding requirements

5) DISCUSSION

This is one of the steps required in order to participate in the debenture issues processed by the Nova Scotia Municipal Finance Corporation (MFC) each year. ***This is a housekeeping matter at this stage*** as it relates to previously approved capital project and funding. Refer to the 2020/21 Capital Budget for Sewer Treatment Plant Expansion/Upgrade.

As in past years, this matter is time sensitive. The MFC has set a deadline of October 1st to submit commitment letters for the fall issue.

As expected, based on funding projections using the Towns Ten Year Capital Investment Plan (CIP), the above noted borrowing can occur without negatively impacting the Town's Debt Service Ratio, which has been in the 7.6% range (according to provincial FCI Report) for last few years. The Province has a guideline that flags a municipality when their Debt Service Ratio exceeds 15%.

As noted during annual capital budget discussions, the Town's Debt Ratio will continue to increase over the next 10 years. This relates to Council's focus to address the existing infrastructure deficit in Town and the need to fund major infrastructure projects. Based on current capital funding model assumptions, the Town will not reach a 15% Debt Ratio until sometime after 2027.

REQUEST FOR DECISION 045-2021

Title: Fall Debenture Pre-Approval

Date: 2021-09-07

Department: Finance



The noted maximum interest rate is the figure suggested by the MFC given current market conditions. In the last two years the final debenture terms have included interest rates lower than the annually suggested threshold. The “maximum” is simply set to ensure the Town is able to participate in the spring debenture issue without having to revise documentation. Timelines do not allow councils to revise parameters and resubmit to the Municipal Finance Corporation (MFC).

6) FINANCIAL IMPLICATIONS

The financial impact of this debt requirement was considered as part of the 2020/21 budget approval process, as well as the 2021/22 budget. No further analysis is provided here.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Not applicable at this stage. Refer back to Council approval of Annual Operations Plan and related budget documentation.

8) COMMUNICATION REQUIREMENTS

Staff will communicate, in the required format, all information to the NS Municipal Finance Corporation

9) ALTERNATIVES

At this stage no alternatives are identified, as the budget plan included debt financing for the WWTP Upgrade.

Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rate

WHEREAS clause 66 (1) of the Municipal Government Act (the "Act") provides that a municipality may borrow to carry out an authority to expend funds for capital purposes conferred by the Act or another Act of the Legislature;

AND WHEREAS clause 91(1)(a) of the Act provides that where a municipality is authorized to borrow money, subject to the approval of the Minister of Municipal Affairs (the "Minister"), that the sum shall be borrowed by the issue and sale of debentures, in one sum or by installments, as determined by the council;

AND WHEREAS clause 91(1)(b) of the *Municipal Government Act* authorizes the council to determine the amount and term of, and the rate of interest, on each debenture, when the interest on a debenture is to be paid, and where the principal and interest on a debenture are to be paid;

AND WHEREAS clause 91(2) of the *Municipal Government Act* states, that in accordance with the *Municipal Finance Corporation Act*, the mayor or warden and clerk or the person designated by the council, by policy, shall sell and deliver the debentures on behalf of the municipality at the price, in the sums and in the manner deemed proper;

AND WHEREAS the resolution of council to borrow for was approved by the municipal council on _____ May 18, 2021 _____.
(council's TBR approval date)

BE IT THEREFORE RESOLVED

THAT under the authority of Section 91 of the *Municipal Government Act*, the

TOWN of WOLFVILLE
(Name of Unit)

borrow by the issue and sale of debentures a sum or sums not exceeding \$1,300,000.00 _____, for a period not to exceed _____ 20 _____ years, subject to the approval of the Minister;

THAT the sum be borrowed by the issue and sale of debentures of the

TOWN of WOLFVILLE
(Name of Unit)

in the amount that the mayor or warden and clerk or the person designated by the council deems proper, provided the average interest rate of the debenture does not exceed the rate of 5.5%;

THAT the debenture be arranged with the Nova Scotia Municipal Finance Corporation with interest to be paid semi-annually and principal payments made annually;

THAT this resolution remains in force for a period not exceeding twelve months from the passing of this resolution.

For MFC use only:

TBR #: _____

Minister signed: _____

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution duly passed at a meeting of the Council of the
TOWN of WOLFVILLE

(Name of Unit)

held on the _____ day of _____ 2021

GIVEN under the hands of the Mayor/Warden and the Clerk of the

(Name of Unit)

this _____ day of _____ 2021

Mayor/Warden

Clerk

Certificate

TEMPORARY BORROWING RESOLUTION

Town of Wolfville

This is to certify that, pursuant to Section 88 of the *Municipal Government Act*, the resolution passed at a duly convened meeting of the Council of the Town of Wolfville on the 18th of May, 2021 with a request to borrow a sum or sums not exceeding Two Million Dollars (\$ 2,000,000) for purposes of borrowing related to Wastewater Exp. and under the terms and conditions as set out within the resolution, is hereby approved.

DATED this 12 day of July, 2021.



Honourable Brendan Maguire
Minister of Municipal Affairs

REQUEST FOR DECISION 046-2021

Title: Annual Operating Line of Credit

Date: 2021-09-07

Department: Finance



SUMMARY

Annual Operating Line of Credit

Each year Council approves **maximum limits** for any potential use of operating lines of credit. This is separate from the Temporary Borrowing Resolutions (TBR's) approved earlier in the fiscal year for capital project funding. This is also separate from the operating line of credit Council approved for purposes of the PACE Program (i.e. Switch). Both the capital borrowing and PACE borrowing required TBR's ultimately authorized by the Minister of Municipal Affairs for funds that will flow through the Municipal Finance Corporation.

With regard the operating line of credit (this RFD), it is established to ensure adequate cash flow is available to meet expenditure requirements during the year. Timing of cash flow receipts does not always match the timing of required payments. The approval of annual operating lines of credit *provides flexibility* for staff to carry out the approved budget plans of Council in an effective and efficient manner.

Prior to fall 2020 the limits set by Council had for over a decade remained unchanged reflecting the continued financial health of the Town. Last year Council approved an increase to the Town's Operating Fund limit, taking into account the uncertainty created by the COVID-19 pandemic.

DRAFT MOTION:

That Council approves the following lines of credit with the Bank of Montreal, effective October 1, 2021 to September 30, 2022:

1. Town Operating Fund, bank account \$700,000 maximum credit
2. Water Utility Operating Fund, bank account \$150,000 maximum credit
3. Corporate Credit Cards \$ 50,000 maximum credit (all cards combined)

REQUEST FOR DECISION 046-2021

Title: Annual Operating Line of Credit

Date: 2021-09-07

Department: Finance



1) CAO COMMENTS

The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

Municipal Government Act (MGA), Section 84

3) STAFF RECOMMENDATION

Staff recommend that Council approve a maximum line of credit for the Town's Operating Fund bank account of \$700,000, Water Utility Fund of \$150,000 and aggregate credit card limit of \$50,000.

4) REFERENCES AND ATTACHMENTS

- Bank Credit Card Policy #140-002
- Approved 2021/22 Operations Plan/Budget
- Consolidated and Non-Consolidated March 31, 2021 Financial Statements

5) DISCUSSION

This RFD is intended to provide Council with information to assist in the **annual decision** to establish lines of credit for the Town's **operating** fund bank accounts and corporate credit cards. Capital credit funding requirements have previously been approved by Council by way of Temporary Borrowing Resolutions.

The Town's operating lines of credit are renewed with the Bank of Montreal once a year, with the current agreement expiring at the end of September. As noted in the past couple of years, the timing of the annual renewal may change in the future as both the bank and Town staff would like to streamline out process. No change in timing has yet been formalized.

Over the past nine years, given the Town's positive financial results, this report has been a housekeeping matter required to keep our agreement with the Bank of Montreal up to date. Last year the financial impact of the COVID pandemic became part of the review and resulted in an increase to the town's limit from \$400,000 to \$700,000. At that time Town's cash flows, most notably receipts on property taxes, had been lagging behind prior years by approximately \$300,000 to \$400,000

MGA Section 84 allows municipalities to utilize temporary borrowings to cover current expenditures

REQUEST FOR DECISION 046-2021

Title: Annual Operating Line of Credit
Date: 2021-09-07
Department: Finance



Borrowing limits

84 A municipality may borrow to cover the annual current expenditure of the municipality that has been authorized by the council, but the borrowing shall not exceed fifty per cent of the combined total of the taxes levied by the municipality for the previous fiscal year and the amounts received, or to be received, by the municipality from Her Majesty in right of Canada or in right of the Province or from an agency of Her Majesty. 1998, c. 18, s. 84.

Note the limit per MGA 84 is 50% of previous years tax levy. For Wolfville that equates to over \$4 million. This upper level permitted by the MGA is a level that the Town does not need to look at, it is noted as reference only, i.e. what is permitted under legislation.

As reflected in amounts authorized by Council over the years, the Town has not required a line of credit anywhere near the maximum permitted. Staff have monitored property tax receipts over the last year, and note that the negative financial impact of COVID on cash receipts started to reverse itself towards the end of fiscal 2020/21. Additional arrears have been paid off since March 31, 2021. It is still relevant to consider factors noted in past reports, including:

- It has been a number of years since the Town experienced any timing issues with cash flow, and when they had occurred it tended to be in April and May, prior to the due date of interim tax bills. The annual agreement with the bank (Oct to following Sept) covers this period of time.
- As noted in past reports the last overdraft position for the two operating accounts (Town General and Water Operating) was:
 - Town general account required \$270,700 in temporary borrowings in April & May 2011.
 - In November 2010 the Water Utility required temporary borrowings of \$123,900.
- In addition, years with surplus results have helped eliminate the Town's reliance on short term borrowings.
- The bank requires an approved resolution in order to facilitate any temporary borrowings.

With regard to the limit required for the Town credit cards, the maximum overall credit has been set at \$50,000. This has not changed in years. This coincided with changes to the Credit Card Policy (140-002) which reduced the number of cards from maximum of 20 down to 3. The suggested limit has been set at a level that would provide flexibility ***if*** required during the fiscal year.

- There have been no issues during the past twelve months with the limit of \$50,000. Note the Town Policy has a per-card limit of \$5,000, unless otherwise required and temporarily increased by the Director of Financial Services.

As part of this year's Operations Plan, the Procurement Policy is scheduled for review and updating. That process may result in recommended changes to the use of credit cards, but it is not anticipated that any such change would require more than \$50,000 overall limit for the Town.

REQUEST FOR DECISION 046-2021

Title: Annual Operating Line of Credit

Date: 2021-09-07

Department: Finance



6) FINANCIAL IMPLICATIONS

Nothing specific noted. This RFD deals with source of payments not an increase in spending.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

No references provided.

8) COMMUNICATION REQUIREMENTS

The lines of credit are a matter of routine operation; therefore, the only communication required is with the Bank of Montreal to ensure renewed credit facilities are in place before October 1, 2021.

9) ALTERNATIVES

Council has the option to amend the upper limits for line of credits to anything from nil to the upper legislated limit of over \$4 million. Staff have recommended a level that considers the ongoing uncertainty around COVID while keeping the limit low enough to ensure senior management take due diligence to manage the Town's financial resources.

From: alawrence@vigilantatlantic.ca
To: [Town Council](#)
Subject: Introduction - Vigilant Management
Date: September 13, 2021 2:56:26 PM
Attachments: [Full Project Delivery - Vigilant.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.

Hi Wendy,

Happy Monday!

My name is Ashley Lawrence and I work with Vigilant Management, Canada's first Construction Agency based in Atlantic Canada. We've worked with quite a few Municipalities to plan and execute construction projects in Atlantic Canada.

I thought I would reach out to introduce myself and see if there might be an opportunity to help you with any of your future projects?

Would it be possible to have 15 mins next week to introduce myself and Vigilant to you?

Cheers,
Ashley Lawrence

Ashley Lawrence
Sales Development Manager

Vigilant
Cell: 902-292-3991
Email: alawrence@vigilantatlantic.ca
Web: www.vigilantatlantic.ca

FULL PROJECT DELIVERY

YOUR PROJECT. OUR SHOULDERS.

DIRECT FROM **VIGILANT** - ATLANTIC CANADA'S CONSTRUCTION AGENCY



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HELP

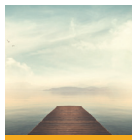
Construction projects require significant investments of time, money, and energy from Owners just like you. **There are thousands of project-related questions that need to be answered** while your business keeps running. Things like **permits, budgets, schedules, inspections, contracts, change orders, design reviews, and more all add up** to take more of your time as the project gains momentum. Our Full Project Delivery service shoulders this burden for you.

BUILD

Putting up a building is a complicated process that requires the input of many professionals. Architects, engineers, contractors, tradespeople, lenders, regulatory officials, and more all work together to make your vision a reality. Getting the right input from the right people requires a team with the skill and experience to get it done. **We lead project teams while working to protect everyone's interests** – answering thousands of questions along the way.

TRUST

At the core of every project, positive outcomes for everyone involved depend on **inclusiveness, collaboration, and equality.** We believe that the best approach to any project involves **fostering a culture of trust and fairness** among all stakeholders, at every stage.



"Vigilant Management brought a tremendous amount of value and stability to our construction project. With Vigilant representing our interests throughout the project, we were able to rely on budget and schedule projections. This dramatically lessened the risk of our project, enabling us to focus on running our own business while they focused on our project." - Rick O'Neill, Owner, O'Neill Motors

Success in construction projects requires the right approach for each situation from a team that looks out for everyone's best interest. Our **Full Project Delivery** service is built to **prevent problems before they occur** and mitigate the impact when they happen.

Navigating a construction project doesn't have to feel like sailing into a storm. **We can help.**

Let's talk: Ashley – (902) 292-3991 | connect@vigilantatlantic.ca



From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Pond View Park
Date: August 4, 2021 3:48:56 PM

From: Brenda Gainer
Sent: July 29, 2021 8:50 PM
To: LOUIS BEAUDOIN
Cc: Ruth Goulden; Jane Cayford; Erma Stultz; Keith Appleton; keith@irvingmla.ca; Gordon Lummis; Town Council <towncouncil@wolfville.ca>
Subject: Re: Pond View Park

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Yup. So it looks like the farmer has to be involved—he or she will have to complain yo the Town about what is happening to the pond.
Brenda

On Jul 29, 2021, at 8:36 PM, LOUIS BEAUDOIN wrote:

Not the least bit surprised, as we have said before the pond and the park are really two completely separate entities. It may be named “pond view park” but reading this the Town has made it clear the pond is NOT part of the park. Disappointing at best.

Jo-Anne

On 07/29/21 04:19 PM, **Wendy Donovan** <WDonovan@wolfville.ca> wrote:

Dear Ruth;

Thank you and others in the email group for sending the photos of the rainfall that caused the flooding in the photos. I know that we – council and staff along with area residents have had concerns regarding this situation for some time. I reached out to staff including our new Director of Public Works to better understand the ownership and the history of this pond. The pond is in fact an irrigation pond over which the Town does not have jurisdiction. Some of the “pond” is within the Town of Wolfville boundaries and the remainder in the County of Kings on the Elderkin farm. While I believe the Town may have placed some signage near the pond it is not a Town park. Here is the information as provided by our staff:

The pond in Pond View Park is an irrigation pond. The Town does not have jurisdiction over this watercourse.

As an irrigation pond, siltation has been occurring since construction as [is to be] expected. There are expectations for this to pond to revert to more of a wetland over time, and Nova Scotia Environment has observed an increasing variety of wildlife as this has been happening.

While farmlands and other sources can also contribute to the silting of the pond following heavy rains, the Town will continue to work with developers and Nova Scotia Environment to ensure all environmental regulations are being met.

I do understand that the developers of the Stirling west-end subdivision are working on ground cover as the area is built out, which will mitigate some of the issues. That said, as a wetland it is reasonable to anticipate that this wetland property will flood when we have very heavy rain as we did in the past week and a half. It is

also reasonable for it to turn into a wetland rather than a pond overtime.

I have had some anonymous phone calls regarding this situation – anonymous as they didn't leave a name or number but are clearly residents of this area. Please feel free to share this information.

Sincerely

Mayor Wendy Donovan

Town of Wolfville

p902-698-6342 | f902-542-4789 | e wdonovan@wolfville.ca

wolfville.ca

From: Ruth Goulden

Sent: July 21, 2021 6:39 PM

To: Town Council

Cc: JoAnne Kobelt; Jane Cayford; Brenda Gainer; Erma Stultz; Keith Appleton; keith@irvingmla.ca; Gordon Lummis

Subject: Pond View Park

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Short video showing the influx during heavy rain.

Sent from my iPad

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Pond View Park
Date: August 4, 2021 3:33:18 PM

From: Erma Stultz
Sent: August 3, 2021 3:25 PM
To: Wendy Donovan <WDonovan@wolfville.ca>
Cc: Brenda Gainer; Gordon Lummis; Jane Cayford; JoAnne Kobelt; Keith Appleton; Ruth Goulden; Town Council <towncouncil@wolfville.ca>; keith@irvingmla.ca
Subject: Re: 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.

Hi Wendy,
Your interest and desire to understand the issues about the pond and Pond View Park is very much appreciated.
Here are some of my thoughts since receiving your email.

At the meeting we had with Kevin Kerr, Michael McLean DOA and Peter and Kevin Elderkin, McLean stated that Elderkin was not allowed to fix the dam without applying to DOA. Peter convinced Kevin to bring him nine loads of fill and Peter fixed the dam. To me it still looks solid. McLean also stated that it was a natural pond and therefore it couldn't be dredged because it would disturb the wildlife.

Questions:

- Doesn't the deposit of silt into the pond disturb wildlife?
- Has anyone tested to see what is in the water that could be toxic for wildlife?
- If Pond View Park is not a town park whose park is it? Why was it designated as a town park?
- Since developers are obligated to designate ten percent of the land to park land does that mean the developers own the land? If that is the case, then the developers are responsible for maintaining the park.

My understanding is that Aaron Elderkin owns ten percent of the pond, Peter owns thirty percent and the town owns sixty percent.

While it is true that a Pond will turn into a wetland over time, the continued depositing of silt is accelerating the process of turning the pond into a wetland. If the DOA forced the Elderkins to stop fixing the dam, the pond would likely disappear. Is that what the town and the developers want? Would it not be more beneficial for wildlife and town residents to protect the pond. At this point it is imperative that the silt from Stirling, Hillcrest and Skyway Drive be dredged from the pond. This buildup is the result of development, not nature.

Looking forward to meeting with you.

Erma Stultz

On Thu, Jul 29, 2021 at 16:19 Wendy Donovan <WDonovan@wolfville.ca> wrote:

Dear Ruth;

Thank you and others in the email group for sending the photos of the rainfall that caused the flooding in the photos. I know that we – council and staff along with area residents have had concerns regarding this situation for some time. I reached out to staff including our new Director of Public Works to better understand the ownership and the history of this pond. The pond is in fact an irrigation pond over which the Town does not have jurisdiction. Some of the “pond” is within the Town of Wolfville boundaries and the remainder in the County of Kings on the Elderkin farm. While I believe the Town may have placed some signage near the pond it is not a Town park. Here is the information as provided by our staff:

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As an irrigation pond, siltation has been occurring since construction as [is to be] expected. There are expectations for this to pond to revert to more of a wetland over time, and Nova Scotia Environment has observed an increasing variety of wildlife as this has been happening.

While farmlands and other sources can also contribute to the silting of the pond following heavy rains, the Town will continue to work with developers and Nova Scotia Environment to ensure all environmental regulations are being met.

I do understand that the developers of the Stirling west-end subdivision are working on ground cover as the area is built out, which will mitigate some of the issues. That said, as a wetland it is reasonable to anticipate that this wetland property will flood when we have very heavy rain as we did in the past week and a half. It is also reasonable for it to turn into a wetland rather than a pond overtime.

I have had some anonymous phone calls regarding this situation – anonymous as they didn't leave a name or number but are clearly residents of this area. Please feel free to share this information.

Sincerely



Mayor Wendy Donovan

Town of Wolfville

p 902-698-6342 | f 902-542-4789 | e wdonovan@wolfville.ca
wolfville.ca

From: [Ruth Goulden](#)

Sent: July 21, 2021 6:39 PM

To: [Town Council](#)

Cc: [JoAnne Kobelt](#); [Jane Cayford](#); [Brenda Gainer](#); [Erma Stultz](#); [Keith Appleton](#); keith@irvingmla.ca; [Gordon Lummis](#)

Subject: Pond View Park

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Short video showing the influx during heavy rain.

Sent from my iPad

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Pond View Park
Date: August 4, 2021 3:54:05 PM

From: Gordon Lummis
Sent: July 22, 2021 4:02 PM
To: Tim Bouter <tbouter@wolfville.ca>
Cc: Ruth Goulden; JoAnne Kobelt; Jane Cayford; Brenda Gainer; Erma Stultz; Keith Appleton; keith@irvingmla.ca; Mark Josselyn; Erin Beaudin <EBeaudin@wolfville.ca>; Town Council <towncouncil@wolfville.ca>
Subject: Re: 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.

Thank you Tim for the reply which Ruth forwarded.

The problem is clear if you drive to the top of Hillcrest you will see the muddy water is directed into the Town's sewer system. I think if you check the developer is not following the water plans for run off incl holding ponds.

It is also not clear the short term and long term plans of both the Town and Environment to protect the pond and its wildlife.

As a first step, can you enforce the report that made recommendations for the run off?

Thanks,

Gordon Lummis

On Thu, Jul 22, 2021 at 2:46 PM Tim Bouter <tbouter@wolfville.ca> wrote:

Hi Ruth,

Thanks for your emails with the pictures and video. I met with Nova Scotia Environment and the developer at the site of the new development on June 17th. At that time, we reviewed the existing sedimentation and erosion controls already in place and discussed improvements that the developer implemented shortly afterwards.

Unfortunately the intensity of the rainfall yesterday still caused silt from the development to wash into the storm system, as was also the case in other areas of Town. I will continue to work with the developer and Nova Scotia Environment to ensure that environmental requirements are being met. The developer has committed to hydroseeding exposed areas as soon as final grading is complete, which will reduce siltation. Installation of the curbs is also scheduled for the near future, which will prevent sediment and silt from entering the storm system as easily.

Please feel free to give me a call if you'd like to discuss your concerns in more detail.

Regards,

Upcoming Vacation Alert: I will be out of the office from August 2 to 6, returning on August 9th.

Tim Bouter, P. Eng.
Director of Engineering & Public Works
t 902-542-3960 | e tbouter@wolfville.ca
359 Main Street, Wolfville, NS B4P 1A1
wolfville.ca

From: Erin Beaudin <EBeaudin@wolfville.ca>
Sent: July 22, 2021 9:08 AM
To: Ruth Goulden; Town Council <towncouncil@wolfville.ca>; Tim Bouter <tbouter@wolfville.ca>
Cc: JoAnne Kobelt; Jane Cayford; Brenda Gainer; Erma Stultz; Keith Appleton; keith@irvingmla.ca;
Gordon Lummis; Mark Josselyn
Subject: RE: Pond View Park

Dear Ruth,

I wanted to let you know that I have forwarded all your messages to Tim Bouter, who will be following up on this. I have cc'ed him on this email.

Thanks,
Erin

From: Ruth Goulden
Sent: July 22, 2021 8:37 AM
To: Town Council <towncouncil@wolfville.ca>
Cc: JoAnne Kobelt ; Jane Cayford; Brenda Gainer; Erma Stultz; Keith Appleton; keith@irvingmla.ca;
Gordon Lummis; Mark Josselyn
Subject: 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.

Good morning. After yesterday's heavy rain which continues today, you can see the horrible condition of the pond now. All this mud and silt will eventually settle to the bottom and choke out more of the oxygen and impact the wildlife still able to survive in these conditions. If you examine the photo just to the right of the chairs, you can see how the force of the water bent the grass as it rushed from the storm drain into the pond.

Last week we witnessed a blue heron walking in the middle of the pond - the water was only up to its "knees" meaning the pond cannot be more that 6-8 inches deep at this end which suffers the brunt of the influx.

Please take a few moments to come and see this in person. Imagine what the uproar would be if this

situation existed in other town parks! What kind of response would there be if Willow Park became inundated with mud flow and debris from a construction site not required to take even the simplest steps to mitigate the environmental impact on that pond.



Sent from my iPad

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Pond View Park
Date: August 4, 2021 4:01:31 PM

From: LOUIS BEAUDOIN
Sent: July 21, 2021 9:56 PM
To: Town Council <towncouncil@wolfville.ca>
Cc: Ruth Goulden; Keith Appleton; Erma Stultz; Gordon Lummis; keith@irvingmla.ca
Subject: 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.

Please find attached photos of Town of Wolfville, Pond View Park from ground level. These images are beyond disappointing. Something must be done before we lose this pond altogether. The area underwater in front of the pond typically has a few chairs to enjoy the pond view, however with nowhere for the runoff to go it is now up onto the grass. Note another of the photos at the corner of Bigelow St and Chambers Close, minutes earlier the entire corner was under water and what is now left behind is silt. Our community is beyond frustrated.

Jo-Anne Kobelt

Pics from Email from Louis Beaudoin



Pics from Email from Louis Beaudoin



Pics from Email from Louis Beaudoin



From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Pond View Park
Date: August 4, 2021 4:09:18 PM

From: Ruth Goulden
Sent: July 21, 2021 6:35 PM
To: Town Council <towncouncil@wolfville.ca>
Cc: JoAnne Kobelt; Jane Cayford; Brenda Gainer; Erma Stultz; Keith Appleton; Gordon Lummis; keith@irvingmla.ca
Subject: 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.

Good evening. I took a photo a few minutes ago of yet another influx of mud and debris during a heavy rainfall. Again, we urge the Town to do something to prevent this from happening again and again every time we get rain like this, contributing to the continued destruction of the pond. This is a town park and it deserves better. Ten minutes after I took this it was a lot worse.



Sent from my iPad

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Monday Teams Meeting July 19th
Date: July 20, 2021 2:28:41 PM

From: Laura Morrison
Sent: July 20, 2021 2:28 PM
To: Laura Morrison <lmorrison@wolfville.ca>
Subject: FW: Monday Teams Meeting July 19th

From: Jane Lutes
Date: July 19, 2021 at 9:48:24 AM ADT
To: Erin Beaudin <EBeaudin@wolfville.ca>, Wendy Donovan <WDonovan@wolfville.ca>, Wendy Elliott <WElliott@wolfville.ca>, Oonagh Proudfoot <OProudfoot@wolfville.ca>, Mike Butler <mbutler@wolfville.ca>, Jodi MacKay <JMacKay@wolfville.ca>, Isabel Madeira-Voss <imadeira-voss@wolfville.ca>, Jennifer Ingham <jingham@wolfville.ca>
Subject: Fwd: Monday Teams Meeting July 19th

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.

----- Forwarded message -----

From: Noel McQueen
Date: Sun, Jul 18, 2021 at 11:00 PM
Subject: Re: Monday Teams Meeting July 19th
To: Bob Lutes
Cc: Andie Urquhart, Andriel Pitter, Anna Dearman, Barbara J Mitchell, Betty Hughes, Bev Grant, Cameron Finlay, Cynthia MacPherson Ross, Dana Caulfield, Eric MacDonald, Francois Cote, George Kearley, George Lohnes, Gionet Meriza, Glyn Bissix, Ian Mosher, Isabel madeira-voss, Jacaqueline Milner, Jane Lutes, Janet Eaton, Janet Kirkconnell, Janice Henderson, Jeanne Douglas, Jennifer Ingham, Jill & Jordan Matheson, Jill Davies, Jim Dewar, Jo-Anne Kobelt, Joan White, John Aker, John Roscoe, Joyce Balfour, Judith Speelman, Kirk Fredericks, Mairi Balcom, Mark Pearce, Mary Jane McMaster, Melinda Norris, Michael Jeffrey, Mike Butler, Moira & Phil, Parker Eye, Peter & Pat Lawton, Peter Herbin, Ray Baltzer, Rhea Mosher, Robbie Harrison, Sara Lee Lewis, Sarah Crosby, Sergei, Todd Crowell <tcrowell@wolfville.ca>, Warren Young, Wendell Graham, Wendy Donovan, Wendy Elliott, William Zimmerman

Hello all,

Here's the weeks' summary from the Fairfield / Bay / Hillside part of town:

The weekend was relatively quiet, compared to the previous three weekends.

There were loud parties on Bay Street on Friday night - notably one at 9 Bay Street that reportedly had five police cruisers visit it in the early hours of Saturday morning. There were several (30+) intoxicated students partying on the open staircase in the back of the apartment, making quite a lot of noise. There was also a lower-key party at 14 Bay Street, but one that created enough noise to be a disturbance in the early hours of the morning. The police had to attend to a call on Main Street, so they indicated that they would come back to deal with 14 Bay after they had attended the call-out. There is some good news from Bay Street: the individual who has been burning out in his truck has reportedly been asked by the property manager to leave his rental unit at 16 Bay. We shall see if this results in less street racing and tire squealing on Bay...

There were party gatherings on Fairfield Street at #11, the basement of #5 and at #1 on Friday and Saturday nights, but they were fairly tame compared to weekends gone by: we were only woken up three times in two nights by party noise or modified mufflers. On Saturday night, a large group of students and their guests from #11 & #5 Fairfield took their party downtown for the night. We ran into them on their way down Highland as we were walking our dogs up the sidewalk at around 9:30PM; only one of approx. 25 students had a can of open alcohol on the way downtown. They were all pretty genial - perhaps the request from their football team peer last weekend that they "dial it back" a bit had a lasting effect...

Although partying activity has quieted down a bit, the amount of party refuse found on the streets, in the ditches and in our yards has almost increased to the level we saw last summer. There are bottles and cans and food wrappers all over the place. As Friday was garbage collection day, there was quite a bit of garbage left on curb-sides up Hillside and on some properties on Fairfield and Bay: it would be really nice if landlords could enforce the idea of responsibility for picking up garbage that gets left behind, or failing that: Valley Waste could impose warnings and/or fines where warranted.

We did have a few great interactions with the students who live in our neighbourhood this week: we took some students out for breakfast, we had students over to play board games and we lent other students camping gear for a weekend trip. As always, we are working on building strong community relationships.

We do have a new concern: The property developer who owns the three lots totalling 3 acres on Highland that back on Fairfield Street's back yards have pretty much been clear-cut. I can not find specifics in Wolfville's Planning documents that indicate how to determine at which point in a property's preparation for development there must be a planning document submitted to the Town that must be approved before any more work can occur, but there has been an alarming amount of work done on this property

without any planning documents being submitted (or posted to the Town's Planning page). Residents of Fairfield have seen what was a completely forested lot clear cut of underbrush and several beautiful old growth trees that had provided privacy to their back yards for decades. The developer had verbally agreed to consult with residents before development went too far, but this has not happened. Now we are concerned that come spring, there is the potential for significant land erosion and spring run-off flooding of our back yards and potentially our basements without the forest to retain the earth and absorb spring melt water. Hopefully we can bring up this concern in an upcoming meeting with Devin Lake.

Last week I promised to compile and compress a list of "What we want" for Council. I spent the last two weeks going through all of the emails in the Good Neighbours Group thread, and picking out all of our "asks". Here is a significantly simplified and truncated version of what we have asked for, been advised to do or done, dating from July 18, 2020.

The numbers in brackets at the end of each item indicates the number of times we have asked for the specified action.

- 1) The Town needs to recognize the negative impact of Nuisance Party By-law and Noise By-law infractions on the quality of life of residents in R2/student rental areas of Town. (53)
- 2) The RCMP need to enforce laws with consequences. (38)
- 3) The Town needs to enforce its By-laws with consequences. (35)
- 4) Valley Waste By-laws / fines need to be enforced regularly and consistently. (34)
- 5) The Town needs to enforce its no-parking zones and By-laws. (31)
- 6) The Town needs to create a landlord, property manager and property registry and enforce minimum property standards through inspections. (28)
- 7) The RCMP need to do more than talk to Nuisance Party and Noise By-law offenders. (28)
- 8) By-law officer and RCMP patrols need to reflect the hours when the greatest number of legal infractions occur. (20)
- 9) Wolfville needs to standardize and enforce landlord rental contracts to reflect By-law compliance, building standards and renter rights. (19)
- 10) Acadia needs to revisit and revise its on-campus policies regarding alcohol and drug use and party behaviours to recognize the reality of these behaviours in student life and create policies and structures that keep students safe on campus, rather than drive

them off-campus. (19)

11) We want RCMP call-backs after they have attended a call-out. (15)

12) We want the Town to recognize the impact of zoning regulations and “grandfathering” on the ghettoizing of what are currently R2 / student rental neighbourhoods. We want “grandfathered” illegal properties to be made compliant to current zoning laws when they are sold or change hands, and R1 zones should allow for in-home-apartments.(15)

13) Law enforcement (RCMP & By-law) should be proactive (visible and self-initiating), rather than reactive (complaint - driven). (14)

14) The Town needs to enforce its property standards By-laws with regards to the appearance of student rental properties in residential neighbourhoods, so these rental units do not devalue the properties near them. (13)

15) Enforce the Noise By-law with regards to the setting off of random fireworks in residential neighbourhoods. (13)

16) Acadia needs to establish a Code of Conduct for student behaviours off-campus with enforceable consequences at the university level. (13)

17) Stop street racing in residential areas; charge and/or fine offenders, and consider installing speed bumps to discourage dangerous speeding. (12)

18) Collect statistics on “known party houses” for law enforcement purposes. (12)

19) Collaborate with Acadia to develop and deliver social-contract standardized information in print, electronic and in-person formats that must be delivered to all first year students. (12)

20) The Town and law enforcement need to recognize the reality of citizen and student fear of retaliation as a reason people are uncomfortable calling in complaints. An anonymity mechanism should be developed to combat this fear. (12)

21) Enforce the Noise By-law specifically as it applies to modified muffler noise in Town (10)

22) Acadia needs to establish a registry off off-campus students. (10)

23) Acadia needs to establish regularly scheduled “clean-up” days after their celebratory events, to clean up the mess left in the community by the celebrants of their events. (8)

24) Wolfville should create a coalition with other NS university communities to pursue Provincial regulation of landlords and mandatory annual property inspections. (3)

Obviously, the Town of Wolfville can not directly impact all of these “asks”, but many of them they can, and others they may indirectly influence or collaborate on. Members of the Good Neighbours Group are willing to help address these issues. There were a few topics that were regularly discussed in the Good Neighbours email thread that were not necessarily “asks”, but merit mentioning here:

~ We were told no less than 15 times to call the RCMP to deal with by-law infractions.
~. We either offered photo or video evidence of our concerns, and asked if law enforcement would consider using citizen photos or videos as evidence 17 times.
~ We wondered aloud, in moments of frustration about initiating a class action law suit that would grant residents of R2/student rental areas permission to prorogue their property taxes until such a time as we saw the mechanisms that offer residents of R1 areas of Town enacted in R2 zones in such a way as to grant us the same quality of life as R1 residents 3 times.

As always, these asks are not written here to make anyone feel like they are being criticized. They are enumerated here to provide information to help us all move forward together.

Be safe,

Noel

> On Jul 16, 2021, at 7:57 AM, Bob Lutes wrote:

>

> Good Morning Everyone,

> I want to let you know that George Lohnes has graciously agreed to sit in on a second Teams call on our behalf next Monday the 19th.

>

> If you have any concerns you might want him to be aware of just send George a note.

>

> As well, a reminder that if there are large parties please call the RCMP, ask for a call back and keep track of the time you called, the time they arrived and the action taken. A note on the reason you call will also be helpful in the event we end up discussing the events with the RCMP. Details written down at the time are better than relying on memory (no disrespect intended :))

> Enjoy the weekend, Bob

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: traffic light at Gaspereau and Main
Date: September 15, 2021 9:58:02 AM

From: Janet MacLeod
Sent: September 12, 2021 3:45 PM
To: Town Council <towncouncil@wolfville.ca>; Wendy Donovan <WDonovan@wolfville.ca>
Subject: traffic light at Gaspereau and Main

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 Her Honor and town councillors,
I would like the town to revisit the issue of traffic on Main St at the intersection of Gaspereau Ave. Due to the large amount of pedestrians and vehicles at that intersection (especially during weekends and "rush hour"), it can take quite a long time to cross that intersection. I believe that a traffic light with pedestrian controls would very much help the congestion. I would like council to address this problem. I am willing to start a petition of other tax paying residents of the town since many friends and neighbors express the same concerns.
Thank you for your attention to this issue.
Sincerely,
Janet MacLeod

Laura Morrison

Subject: FW: New public transit bench: kudos

From: John Clement

Sent: August 19, 2021 12:50 PM

To: Town Council <towncouncil@wolfville.ca>

Subject: New public transit bench: kudos

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Hello,

Our house is on the South-East corner of Woodland at Sherwood.

We have a good view of the people who wait for the bus .

The bench was needed and it's little details like a bench for people who need it that makes a place just a little more liveable -- and makes me glad we chose Wolfville.

Kudos to the town and the town council.

John Clement

Sent from [Mail](#) for Windows

Laura Morrison

To: Laura Morrison
Subject: FW: Fallen tree branches

From: John Grant
Sent: July 21, 2021 2:35 PM
To: Wendy Donovan <WDonovan@wolfville.ca>
Cc: Town Council <towncouncil@wolfville.ca>; Kelton Thomason <kthomason@wolfville.ca>; Dave Taylor <DTaylor@wolfville.ca>
Subject: Re: Fallen tree branches

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Hi Wendy,
I still haven't heard from anyone. Sorry to bother but I would like to be able to tell my neighbor when things will be cleaned up and by whom. The arborist said the tree is essentially healthy but needs the canopy trimmed. We will get this done in the next few weeks.
John

Get [Outlook for Android](#)

From: Wendy Donovan <WDonovan@wolfville.ca>
Sent: Monday, July 19, 2021 6:25:05 PM
To: John Grant
Cc: Town Council <towncouncil@wolfville.ca>; Kelton Thomason <kthomason@wolfville.ca>; Dave Taylor <DTaylor@wolfville.ca>
Subject: Re: Fallen tree branches

John I have copied our Parks staff - Director Thomason and parks lead hand Taylor who can guide you through what is your responsibility and what the Town will do. I am sure Kelton or Dave will reach out to you tomorrow.

All the best
Wendy

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

On Jul 19, 2021, at 6:23 PM, John Grant <John.D.Grant@outlook.com> wrote:

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

Hi,

My wife and I live at 7 Robie Tufts Drive in Wolfville. A Norwegian maple tree in our back yard lost a large branch due to high winds recently and it fell onto municipal land at the end of Lynnwood Drive.

Does the town remove this?

We have contacted an arborist about the tree that is still standing for an opinion on whether it should be removed.

Thanks for checking.

John Grant

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From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Off Leash Dogs by the Dyke Trail and Waterfront Park
Date: September 15, 2021 9:55:29 AM
Attachments: [Waterfront Park 9.m4a](#)

From: John Mckoy
Sent: September 13, 2021 7:39 AM
To: Town Council <towncouncil@wolfville.ca>
Subject: Off Leash Dogs by the Dyke Trail and Waterfront 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.

@7:00 - I walked past a woman midway through the dykes who was walking one black lab. I found it odd because I had always seen her with two since I live on the waterfront. When I arrived to the entrance of the trail I found a second black lab the one I usually saw with the woman every morning. She had left it unattended and walked the other dog? I was scared this animal without its owner may hurt me. I realized it was sweet luckily and walked it back to it's owner (1km).

The owner after me explaining how wrong it was responded like how it sounds in the voice recording attached. Not seeing the error here.

She looks like the picture attached.

There needs to be something done about this. Had this dog been unsafe this could have been a very different situation.

Cheers,
John McKoy

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Noise Levels
Date: September 15, 2021 9:10:54 AM

From: Karen G. Taylor
Sent: September 15, 2021 12:18 AM
To: wineclub@lightfootandwolfville.com
Cc: Town Council <towncouncil@wolfville.ca>; inquiry@countyofkings.ca
Subject: Noise Levels

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.

It is after midnight. I have to go to work in the morning. Neither my husband nor I can sleep because your customers/event goers are behaving like drunken idiots. And I'm pretty sure we're not alone in this sentiment.

There are noise by-laws in King's County and whether you want to believe it or not, you are expected to abide by them.

I understand that you have some catching up to do, but please, PLEASE try to keep future revelry down to a dull roar. If this continues, I PROMISE you I will file a noise complaint each and every time I feel like I moved next door to a dumpy pub instead of a classy winery.

.... and the stupid thing is I didn't even realize that you having an event until just before 11:00!
A little common sense and little common courtesy would be very much appreciated!

Thank you!

From: [Wine Club Lightfoot & Wolfville](#)
To: [Karen G. Taylor](#)
Cc: [Town Council](#); inquiry@countyofkings.ca; councillor.allen@countyofkings.ca
Subject: Re: Noise Levels
Date: September 15, 2021 1:09:09 PM

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Hello Karen,

Thank you for your note. I am writing to confirm it has been received and forwarded to management and ownership. We will be back in touch with you shortly.

All the best,
Rachel Lightfoot

On Wed, Sep 15, 2021 at 12:18 AM Karen G. Taylor <kgrtaylor@gmail.com> wrote:

It is after midnight. I have to go to work in the morning. Neither my husband nor I can sleep because your customers/event goers are behaving like drunken idiots. And I'm pretty sure we're not alone in this sentiment.

There are noise by-laws in King's County and whether you want to believe it or not, you are expected to abide by them.

I understand that you have some catching up to do, but please, PLEASE try to keep future revelry down to a dull roar. If this continues, I PROMISE you I will file a noise complaint each and every time I feel like I moved next door to a dumpy pub instead of a classy winery. and the stupid thing is I didn't even realize that you having an event until just before 11:00!

A little common sense and little common courtesy would be very much appreciated!

Thank you!

--

Wine Club

Lightfoot & Wolfville Vineyards | 11143 Evangeline Trail B4P 2R1 Wolfville, Nova Scotia

Phone 1-902-542-7774 | Fax 1-902.542.7776

www.lightfootandwolfville.com | [@lwwines](https://www.instagram.com/lwwines)



From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Promotion of virtual focus group for IBD patients in Nova Scotia
Date: September 7, 2021 1:21:44 PM
Attachments: [image001.png](#)
[image002.png](#)

From: Katy Devitt <kdevitt@crohnsandcolitis.ca>
Sent: August 31, 2021 6:09 PM
To: Town Council <towncouncil@wolfville.ca>
Subject: Promotion of virtual focus group for IBD patients in Nova Scotia

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 work with Dr. Geoffrey Nguyen, a GI at Mount Sinai Hospital in Toronto, ON. Over the past 4 years we have developed a telemedicine program to improve access to care for patients with IBD in underserved regions in Ontario. As a result of this program, we shortened wait times in Ontario from 120 days to a median of 17 days, and reduced urgent healthcare resource utilization. We recently received some funding to implement this program in 5 other regions in Canada over a three year period.

We are currently conducting a needs assessment to identify the 5 highest priority regions in Canada that would most benefit from an IBD telemedicine program. As part of this needs assessment, we conducting focus groups in each province and territory that can speak to current telemedicine services and infrastructure, and or geographic disparities impacting access to care for IBD patients.

So far we have not received much interest from individuals in Nova Scotia living with IBD. I was wondering if you could promote our virtual focus group on your website and share the link to the registration form.

<https://crohnsandcolitis.ca/News-Events/Events/events/Virtual-Focus-Group>

Thank you for any help you can provide.

Katy

Katy Devitt
Manager, Research Programs
Crohn's and Colitis Canada
600 - 60 St. Clair Ave. E., Toronto ON M4T 1N5

T: 416-920-5035 x 229

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Laura Morrison

To: Laura Morrison
Subject: FW: Latitude 45 Suites update

From: Kevin Gildart
Sent: August 20, 2021 9:31 AM
To: Devin Lake <DLake@wolfville.ca>; Kelton Thomason <kthomason@wolfville.ca>; Town Council <towncouncil@wolfville.ca>
Cc: Fraser, Joanne <admin@latitude45suites.com>; Gildart, Kayleigh, TurfWorks, Info <info@turfworksnb.com>
Subject: Latitude 45 Suites update

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 morning Devin, Kelton and Wolfville Town Council:

From all reports I receive from Wolfville friends, and and my friends from other areas, who I always encourage to visit Wolfville when they are seeking a great social experience, the Summer Buzz on the Streets is said to be amazing !

Congratulations to the merchants, residents and Town leadership for staying the course and coming out the other side of COVID challenges.

By way of Latitude 45 Suites updates, I can offer the following:

- We have continued to work with our supplier partners to achieve favourable pricing adjustments. Many of these adjustments are a result of global " realignment" of commodity prices and availability
- the labour markets are becoming more stable as negative COVID impact is declining
- our lenders have improved terms as most banks are showing increased confidence in the Canadian economy as we exit COVID

Based on the above noted we have hit the "Restart" button on Latitude 45 Suites.

I have construction scheduling meetings early next week, and we will fine tune our start date at that time. My expectation is we will start to mobilize the site in the next 14-21 days and would hope to have full scale site work commencing shortly thereafter.

I will continue to update as we move to this next phase in this project.

Yours truly,

Kevin Gildart

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Landmark East School - Community Project
Date: September 16, 2021 1:03:38 PM

From: Wayne Aalders <waalders@landmarkeast.org>
Sent: September 16, 2021 10:24 AM
To: Town Council <towncouncil@wolfville.ca>
Subject: Landmark East School - Community Project

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 morning,

I hope I find you all well. I am writing to inquire about having a few moments for students from my Citizenship 9 class to meet and greet. We are currently undertaking an assignment that asks them to create a photo essay that represents how they view the town of Wolfville through their eyes and their camera lenses. The objective is to research and experience what the town has to offer, what makes it special, and what are some of the needs. I believe it would be a great starting point to hear from members of council and hear your thoughts on these points.

We are beginning the assignment next week.

Please reach out and let me know if this is a possibility; what the time frame may look like; any procedures we would need to know beforehand; or if you have any questions.

Kind regards,

--

Wayne Aalders

"Don't judge each day by the harvest you reap but by the seeds that you plant."

Robert Louis Stevenson

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itsupport@landmarkeast.org.

From: [steven.kaszab](#)
To: [Town Council](#)
Subject: Federal Housing Options (short form)
Date: September 8, 2021 11:38:46 AM

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.

Many of Canada's Urban Centers have been experiencing a well known phenomena, the managed escalation of housing prices, creating a glass dome over centers like Southern Ontario. Montreal, Vancouver and even Halifax.

Housing management in Southern Ontario, particularly in Toronto has been amateurish at best. When a Ontario Ministry or Media agent needs expertise and direction regarding housing it is an official from the Real Estate Sector that shows up.

The problem is that housing starts, price increases with extremely low housing stocks are all managed by Developers and Real Estate Organizations. Yet it is this sector that does not meet our populations requirements and also drives the price of homes in a upward direction. The scarcity of land in this area is also part of the problem. Developers hold ownership of many land area's that are intended for development but not in the near future. Canada's housing sector is booming through out the nation because of the Vancouver - Toronto Demand Belt. Investors and potential home buyers who cannot afford the million dollar plus price tag of metropolitan Toronto have gone elsewhere to buy. The process they experienced in Toronto, that of auctions, non transparent bidding has come along with them. A House that cost \$125,000 in Halifax now costs over \$300,000 . A home I saw in Thunder Bay on the lake shore that cost 188,900.00 sold recently for twice that amount. The Toronto Fever is spreading all over the nation, and with it the dreaded "Inflation" has shown its face.

The private sector has constantly spoken about a free market within the Housing Sector, and with it competition that will find a living level within the sector, Yet this system continually drives the price of housing upward. That is because this sector has no real competition from which low costing well made housing can drive the cost of housing downward, to a acceptable level.

So competition they want? Competition they should get. Let the governments of Canada get directly involved in the development and building of REAL "Affordable Housing". Municipal, Provincial Governments led by the Federal Government should become partners and majority holders of House Building Leaders. To achieve well made, but affordable apartment buildings, townhomes and even houses. They would probably buy materials in the same price range as private firms, but the profit levels will be amortized over a very long term. Present day developers and Real Estate Agencies attempt to achieve near immediate or short term profits at escalated levels. The methods of sales carried out by many real Estate Agencies are very close to the methods of flimflam men and women of old. No transparency is offered to bidders, not any real accountability on how the process happens.

Create a large stock of affordable homes and the glass dome may disappear.

The costs can be managed if the various governments in Canada would offer the land plots they own as places to build upon. Also long term mortgages over 99 years can be arranged. Renters can be offered various options that would ensure occupancy of these properties. Rent to own, with transferable ownership. The various properties can offer communal bond options with reasonable interest to bring in revenue. Canadians would be building "Home's" and Not investment opportunities.

Canadians must change the way they imagine housing. Costly homes can be owned by the wealthy. No problem, but a real affordable housing sector must be created. More homes being made, more people employed.

A Housing revolution is required in Canada.

Steven Kaszab
Bradford, Ontario
skaszab@yahoo.ca

From: [Laura Morrison](#)
To: [Laura Morrison](#)
Subject: FW: Our recent stay
Date: September 16, 2021 2:31:20 PM

-----Original Message-----

From: Sharon Driscoll
Sent: September 9, 2021 9:01 PM
To: stay@victoriasinn.com
Subject: Our recent stay

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.

To whom it may concern:

My husband and I stayed at your Inn on Wednesday night. We were very disappointed when we saw how neglected the Inn appeared to be.

I will mention three things: 1) the stained drapes in the front windows clearly visible from the outside. 2) the garbage and debris along the side and back of the house, visible from the side street. 3) the weeds that have overtaken areas by the driveway and pathways, including the one that led to the outside door of our suite.

We were also disappointed that breakfast was not served before 9am. This is the latest of any Inn in which we have stayed. An earlier option would be better for many people who have commitments in the morning.

You have a beautiful facility that should be given greater thought and care. Your business will not succeed without that.

Sincerely,
Sharon Driscoll