



Committee of the Whole

May 2, 2023

8:30 a.m.

Council Chambers, Town Hall

359 Main Street

Agenda

1. Approval of Agenda

2. Approval of Minutes

- a. Committee of the Whole Minutes, April 4, 2023
- b. Committee of the Whole In Camera Minutes (2-parts), April 4, 2023

3. Presentations

- a. Breanna Sangster, Physician Community Navigator, Stakeholder Update & Presentation

4. Public Input / Question Period

PLEASE NOTE:

- Public Participation is limited to 30 minutes
- Each Person is limited to 3 minutes and may return to speak once, for 1 minute, if time permits within the total 30-minute period
- Questions or comments are to be directed to the Chair
- Comments and questions that relate to personnel, current or potential litigation issues, or planning issues for which a public hearing has already occurred, but no decision has been made by Council, will not be answered.

5. Committee Reports (Internal)



- a. Accessibility Advisory Committee
- b. Audit Committee
- c. Planning Advisory Committee
- d. RCMP Advisory Board (*report to follow*)
- e. Policing Services Review Committee

6. CAO Report

7. Staff Reports for Discussion

- a. RFD 019-2023 Civic Addressing Bylaw
- b. RFD 020-2023 Community Safety Office Proposal
- c. RFD 022-2023 Temporary Borrowing Resolutions – 2023/24 Capital Projects
- d. RFD 072-2022 Water/Sewer Accounts Receivable for Write-Off
- e. RFD 025-2023 – 215-223 Gaspereau Avenue (PID 55274591)- Development Agreement Amendment Application
- f. RFD 024-2023: Wolfville Children’s Centre – Proposed Land Swap
- g. IR 009-2023: Info Report Site Closure (East End Development)
- h. RFD 023-2023: Interim Agreement with Developers of Town Land – Maple Avenue

8. Committee Reports (External)

- a. Kings Point-to-Point (KPPT)
- b. Annapolis Valley Trails Coalition (AVTC)
- c. Wolfville Business Development Corporation (WBDC)
- d. Diversity Kings (DK)
- e. Inter-Municipal Services Agreement for Valley Waste & Kings Transit (IMSA for VW & KTA)

9. Public Input / Question Period



10. **Adjournment to In-Camera Meeting under *section 22(2)(e) Of the Municipal Government Act.***
 - a. Contractual

11. **Adjournment of In-Camera Meeting**

12. **Regular Meeting Reconvened**

13. **Motions from In-Camera Meeting**

14. **Regular Meeting Adjourned**

COMMITTEE UPDATE

Title: Accessibility Advisory Committee

Date: May 2, 2023

Department: Committee of the Whole



Update:

The last meeting of AAC was held on April 17, 2023. The next meeting is TBD.

Dr. Beverley Cassidy from the memory Café gave a presentation about Dementia and age friendly strategies. She detailed what dementia is and noted it is not just one description however, commonly it interferes with day-to-day functioning. A wholesome Q& A followed.

Comprehensive information can be found at <http://memorycafens.ca>

Megan gave an update from Acadia and noted her new full-time role as manager of Accessibility Standards. She spoke about the next 3 years and Wayfinding signs as well as exploring tactile features.

Barb gave an update on what plain language is, it is not less professional but clear, concise, and organized and appropriate for the audience. Written for the reader and not yourself, includes headings and states the topic. Version 2 of Access by design will not include a glossary of terms at the back as in Version 1, therefore acronyms will not be used.

The next meeting will focus solely on discussion with our Parks and Open spaces plan looking at it through an accessibility lens with a consultant present from Fathom Studios.

Respectively submitted by:

Councillor Jennifer Ingham

COMMITTEE UPDATE

Title: Audit Committee
Date: April 14th, 2023
Department: Committee of the Whole



Audit Committee Meeting

- Call to order, Agenda Approved and Approval of Meeting Minutes from January 27th, 2023.
- No public input
- Our first presentation / new business was from Grant Thornton. Each year our auditors give a presentation to discuss the preliminary aspects of the audit process. This year Jessica Clahane and Victoria Ells were present to answer questions and walk us through the in-depth process as audit time is here.
- We discussed risks areas, how the Grant Thornton teams works, and how they communicate with us and Jessica and Victoria were very receptive to questions. This year is our final year of the four -year cycle with Grant Thornton.
- A good discussion was had about how the IMSA works within our own Audit. Any conflicts/ parameters and the protocols of assessments for those organizations like Kings Transit and Valley Waste.
- Following the presentation, we had an In Camera meeting for reasons of Personnel.
- GT will return in June / July with final audit results.
- Our second presentation by Jenny (and a bit from Director McLean) was with regards to Water/Sewer Accounts Receivable Write Offs. This process had not been done for nine years so staff compiled outstanding accounts to be written off- some with balances and some with very small debt owing. Streamlining this process will makes things much easier to manage of staff's end. The tedious process fuelled the following motion which the audit committee moved to Council.

The Council approves the attached list of water/sewer receivable accounts, totaling a net credit of \$12, 916.10 for write off representing \$17,025.47 as other income and \$4, 109.37 as bad debt expense.

Next Meeting scheduled for Friday July 7th, 2023.

Respectfully Submitted,
Councillor Mike Butler

COMMITTEE UPDATE

Title: Planning Advisory Committee
Date: April 13, 2023
Department: Planning & Economic Development



The Planning Advisory Committee met on April 13, 2023. During this meeting graduate students from Dalhousie's Planning Program presented their findings from the Neighbourhood Commercial (C-2) zone project. They identified opportunities and barriers for commercial development in these zone, and provided a list of recommendations for the Town to consider in order to incentivize commercial activity in this zone.

An overview of the new Provincial regulations for short-term rentals was provided as well as an overview of how Staff are managing intake of short-term rental inquiries and registration given the new regulations.

Director Lake presented a draft workplan for a housing policy review and the Committee requested that guest speakers who can speak as experts on the topic and as those with lived experience in Wolfville be invited to share information with the Committee.

An update on the East End Secondary Plan was provided and the Committee set a date to complete a walking tour of the site and also discussed the May 2nd Open House event. The latest East End package for the Open House is [here](#).

The next committee meeting was scheduled for May 11th, 2023, when Staff will bring a guest speaker to the committee to discuss housing and a recommendation from PAC to Council on the East End Development will be presented.

COMMITTEE UPDATE

Title: Policing Services Review Committee
Date: May 2, 2023
Department: COW



Policing Services Review Committee

The committee met in person on April 24, 2023. Acting CAO Mike MacLean attended and chaired the meeting in place of CAO Beaudin.

Barb Shaw, Special Projects & Communications Specialist presented to the committee the proposal received by Dr. Stephen Schneider, Professor of Criminology at Saint Mary's University in Halifax. Dr Schneider's proposal aims to address gaps in service provided by a regular policing model via the creation of a Community Safety Office which would be 'hub' model promoting collaboration with other stakeholders such as police, residents, schools, social service providers etc.

At this stage the proposal would result in a report for a fee, submitted by Dr Schneider outlining the mandate, goals, principles, strategies, programs and services a Community Safety Office would provide.

It was agreed the committee would like to see explicitly how Acadia and the Town's Compliance Team would be included in the proposal with further discussion to take place with all Council.

The committee agreed for the following recommendation to be submitted to Council at the May 2nd, Committee of the Whole meeting.

That the Policing Services Review Committee recommend that Council approve the proposal submitted by Dr. Stephen Schneider to explore the creation of a "Community Safety Office" (CSO) pilot project for the Town of Wolfville

No further meeting of the committee was scheduled at this time.

Respectfully submitted by:
Acting CAO, Mike MacLean

CAO REPORT

May 2, 2023

Department: Office of the CAO



Economic Prosperity * Social Equity * Climate Action * Community Wellness

Information Updates

Parks Plan

Staff worked closely with Acadia Community Development students and their professor on a three-week capstone project. This involved community engagement training and exercises related to the Parks and Open Space masterplan engagement piece for the West End and Fundy Drive Park sites.

The in-person engagement sessions, held in two locations on a Thursday evening and a Saturday afternoon, attracted a generous number of adults and children. The community shared many ideas, participated in a dotmocracy exercise and kids were sent home with activity kits to keep the process fun and involved.

The Acadia students presented to management and members of Council on April 21 and the project has provided a great model of engagement that will be used in other park locations in the months ahead. Director Thomason has forwarded the student reports to Council for those who missed the presentation.

While our in-person efforts are ramping up as the weather improves, staff are happy to report more than 230 surveys have been completed through Wolfville Blooms as our digital engagement continues.

A brief update is being included in the tax bill mailout to community members.

Compliance

An offer has been made and accepted to Maren Schmidt who will be starting as our new part-time compliance professional in early May. Meanwhile, our Community Compliance Coordinator continues to respond to resident concerns. Recent issues have included nuisance parties, noise complaints and property standard issues.

As the weather improves and more activity moves outdoors, a friendly reminder from compliance of the rules and regulations under the Nova Scotia Smoke-Free Places Act.

The Smoke-Free Places Act includes **all combustibles**, including tobacco, cannabis, e-cigarettes, and waterpipes.

- The Act requires all outdoor licensed areas and patios of all restaurants, lounges, beverage rooms, and cabarets to be smoke-free.
- No person shall smoke in an outdoor area within four (4) meters of windows, air intake vents, and entrances to places of employment.
- No person shall smoke on or within nine (9) meters of public trails.
- More info can be found at <https://novascotia.ca/smoke-free-places/>

CAO REPORT

May 2, 2023

Department: Office of the CAO



Economic Prosperity * Social Equity * Climate Action * Community Wellness

Regional Emergency Management

Seven staff joined Dan Stovel at the the Kings Regional Emergency Management Organization (REMO) Flood-Evacuation scenario on April 20. Municipal staff and supporting agencies had a chance to review training, work through the pre-planned scenario and get familiar with the Emergency Operations Centre.

Dan will be reaching out to members of Council regarding a Basic Emergency Management (BEM) Training Course that will be offered on May 16.

Convocation at Acadia

It will be a busy time in Wolfville on May 14 and 15 as graduates are celebrated for their efforts at the 2023 Acadia Convocation. Brief traffic disruptions have been advertised, in advance of the ceremonies. Staff have reached out to Acadia to inquire about providing access to members of Council who may wish to join in the celebration of our new graduates. Details will be shared once a response is received.

Acadia Convocation 2023

Please be advised of road closures on Main Street from University Avenue to Highland Avenue for student processions during convocation exercises. The road closures should be approximately 15 minutes in duration on May 14, 2023, 3:00pm – 3:15pm, on May 15, 2023, 10:00am – 10:15am and on May 15, 2023, 2:30pm – 2:45pm. Congratulations to all!

Recreation program updates

The Town has launched a new free Yoga after-school program for Wolfville School with 16 kids now registered. An after-school guitar program has also started.

Town staff are leading a new free (Primary to Grade 2) program for Wolfville School, with two weeks of forest play, two weeks of art, two weeks of yoga and two weeks in the gym. We're excited to have 20 kids signed- up already.

After success last year with local bird watching events, Sarah Foote has committed to offering four more free bird identification walks through out the spring and summer, registration is ongoing.

A Next Ride event was organized in Wolfville to allow residents to try a free test drive of an electric vehicle on Earth Day. Also on Earth Day, a free forest bathing walk was offered to residents of Wolfville.

Summer Earth Camps will return this season and staff have been hired. Planning is now underway, and registration will open on **Monday, May 8 at 8:30am.**

Staff enjoyed leading activities for kids at the market on seedy Saturday where kids were invited to plant their own flowers/vegetables with soil in pots. More than 40 kids went home with their projects.

CAO REPORT

May 2, 2023

Department: Office of the CAO



Economic Prosperity * Social Equity * Climate Action * Community Wellness

CAO Beaudin runs Boston

After months of training and lots of time spent in the Firehall gym, our CAO, Erin Beaudin, successfully ran and finished the Boston Marathon. Erin finished with a time of 3:43.36 and she re-qualified which made for a nice start to a vacation. Thanks to Mike MacLean for taking on the role of acting CAO in Erin's absence.

Community Partnership Program Grant Recipients 2023-24

Staff are pleased to announce the successful recipients of Community Partnership Program grant funding:

- Salsa By The Sea Latin Dance Festival
- Come On Down – Open Mic For All
- Acadia Community Farm
- Horton Prom Parade
- Front Street Community Oven
- Acadia Regional Youth Orchestra
- Wolfville Tritons Swim Club
- Caravan Theatre

Many of these organizations will be providing events and programs in our community over the months ahead.

Virtual UARB Hearing

The Town's application to the UARB for our boundary review will have a virtual hearing to confirm the number of Councillors to be elected on Thursday, May 4, 2023, at 10:00 am. The submission was to keep the current number of Council members.

Notice of Closure and Construction Work

Beginning Wednesday, May 3, 2023, the reconstruction work on the upper (South) section of Highland Avenue will continue, with an anticipated completion by the end of May.

Vehicle access on Highland between Catherine Court and the Pleasant/Skyway intersection will be **restricted to local traffic only**.

On Wednesday, May 10, 2023, the intersection at Highland and Pleasant/Skyway will be closed to traffic in all directions for underground utility replacements. The work is anticipated to require the intersection remain closed for approximately two days. The goal is to have this wrapped-up prior to Convocation.

CAO REPORT

May 2, 2023

Department: Office of the CAO



Economic Prosperity * Social Equity * Climate Action * Community Wellness

Please be advised there may be periodic water interruptions and/or discoloured water in this area and isolated areas elsewhere in town during ongoing work on the water distribution system. Flushing your pipes by running the cold water for several minutes will help eliminate any discoloration and air that may have entered your pipes.

Visitor Information Centre

We are planning to open the Visitor Information Centre on May 12th for the season, just in time to support the number of visitors expected for Acadia Convocation. Staff will be getting the Centre ready starting May 7th.

The Visitor Information Centre will be open Wed-Sun, 10:00am to 6:00pm for the balance of the season.

Upcoming Events:

- Tidal Bay Launch event (a non-Town event but with support provided) at Waterfront Park – June 16-18th
- The Second Annual “Woof-ville” Pooch Party – Waterfront Park - Saturday, June 17th
- Horton Prom Parade (non-Town event but with support provided) - Downtown – Monday, June 26th
- Canada Day – Willow Park – Saturday, July 1st
- “Salsa By The Sea” Latin Dance Festival (non-Town event, Community Partnership Program (CPP) grant recipient) – Waterfront Park – Saturday, July 15th
 - The afternoon portion of this event is free (supported by CPP funding), evening ticketed event also planned
- Mud Creek Days – July 28-30th .

REQUEST FOR DECISION 019-2023

Title: Civic Addressing Bylaw

Date: 2023-05-02

Department: Office of the CAO



SUMMARY

Civic Addressing Bylaw

A Civic Addressing Bylaw is a common bylaw for a municipality of Nova Scotia to administer. In the early 2000's, new technologies in mapping and communications provided the province of Nova Scotia the opportunity to create a world class centralized mapping program for municipalities to add and update civic numbers and street information. The mapping program is called The Nova Scotia Civic Address File (NSCAF). Today this system is used for emergency response service delivery and to verify an owner's address for a variety of government and non-government services.

This proposed Civic Addressing Bylaw will be utilized as part of the building and fire inspection processes to ensure that civic and suite number signage is adequately displayed on the property. The combination of ensuring that the civic number information is entered into the NSCAF system, and the signage is properly displayed will assist emergency responders to arrive at the emergency call efficiently. Furthermore, the Civic Addressing Coordinator (CAC), which has been designated by the CAO, can enforce proper civic and suite number signage for existing and new buildings in the future.

The community compliance coordinator for the Town of Wolfville will assist inspection services and the CAC in administering this bylaw.

DRAFT MOTION:

That Council give first reading to the Civic Addressing Bylaw (RFD-019-2023)

REQUEST FOR DECISION 019-2023

Title: Civic Addressing Bylaw

Date: 2023-05-02

Department: Office of the CAO



1) CAO COMMENTS

The CAO supports the recommendations of staff. The bylaw has been in discussion for several years and this bylaw will support the inspections services staff in the performance of their duties.

2) LEGISLATIVE AUTHORITY

- Municipal Government Act, Section 313
- Building Code Act, Section 4

3) STAFF RECOMMENDATION

Staff recommendation is for Council to provide first reading to the attached draft Bylaw, directing staff to advertise notice of intention and to schedule second reading at a future Council meeting.

REFERENCES AND ATTACHMENTS

1. Draft Civic Addressing Bylaw (attached)

4) DISCUSSION

Over the past several years the Town of Wolfville has increasingly improved its compliance efforts within the inspection services group of the Planning Department. Within this group, resources have been allocated to perform fire inspections of more than 300 commercial and residential structures for fire code violations. This is a large undertaking and requires the support of the Bylaw & Compliance Department to help enforce property owners in fixing identified violations in a timing manner.

As part of any inspection of an existing building, staff inspect the position of the buildings civic and any suite numbers to ensure the numbers are posted where they can be seen from the street. Proper civic number signage is an important part of ensuring that emergency services can arrive quickly to a medical emergency. Under this proposed bylaw, the building or fire inspector can require the property owner to properly display civic and suite numbers for the building. When new structures are erected the proper civic number signage will make a difference helping emergency responders get to an emergency. The CAC, which is designated by the CAO assigns the civic and suite numbers for all existing buildings and new construction within the town.

Finally, introduction of this bylaw will increase staff resource requirements to administer this bylaw. As a working group we will be identifying civic numbering violations through periodic field inspections. Using GIS technology, we will be able to digitally capture the violation information to be

REQUEST FOR DECISION 019-2023

Title: Civic Addressing Bylaw

Date: 2023-05-02

Department: Office of the CAO



used as an inventory and work towards reconciliation any violation with the subject property owners.

This proposed bylaw has been created by reviewing several other municipalities' Civic Addressing Bylaws and we have written this proposed bylaw using written language using bylaws from the Towns of Yarmouth and Truro.

With the combination of inspection services, bylaw enforcement, and administrative support through the CAC we can effectively administer this proposed Civic Addressing Bylaw.

5) FINANCIAL IMPLICATIONS

Financial implications related to the decision may include additional resources and time spent addressing any infractions under the proposed bylaw.

- Additional staff resources may be required from time to time.
- Traveling to each property within Town limits.
- Mailing costs for infraction notices issued to property owners.

The chance of fines issued and contested resulting in potential increase in contesting fines court appearances.

6) COMMUNICATION REQUIREMENTS

First reading will be advertised in accordance with the Municipal Government Act.

7) ALTERNATIVES

Council may consider alternative options to the recommended decision as follows:

- Approve portions of the bylaw and send staff back for amendment; or
- Approve the bylaw with other specific conditions.

1. Title

This Bylaw is entitled the “Civic Addressing Bylaw”.

2. Background

The municipal government act gives specific authority to council to establish a bylaw to adopt a system of assigning civic numbers to properties, under section 313. The purpose of this bylaw is to ensure through civic numbering of properties that emergency services can respond efficiently.

3. Definitions

“**Building**” means a structure used or intended to be used to support or shelter any use or occupancy, except a structure which is accessory to the use of another structure on the same lot and except a structure which, if it were not being built for the first time, would not require a building permit to authorize its construction and included an incomplete building once the footings have been constructed

“**Civic Addressing Coordinator (CAC)**” means the person appointed by the Chief Administrative Officer to administer this Bylaw.

“**Civic Number**” means the number assigned to a lot or building by this Bylaw or by the Civic Addressing Coordinator

“**Lot**” means any parcel of land described in a registered deed or as shown in a registered plan of subdivision.

“**Officer**” means any Bylaw Enforcement Officer, assigned to administering or enforcing this bylaw.

“**Owner**” includes any one or combination of the following as defined in the Municipal Government Act:

- a) A part owner, joint owner, tenant in common or joint tenant of the whole or any part of the land or a building
- b) In case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession, or a person having the care or control of the land or building,
- c) In the absence of proof to the contrary, the person assessed for the property.

“Private Road” means any street, road, lane, bridge, or other thoroughfares accessible to motor vehicles that serve as principal vehicular access to three or more dwellings or buildings, and which is owned by a person or persons other than the Town or the Province of Nova Scotia.

“Street” means any public street, highway, road, lane, bridge, or thoroughfare accessible to vehicular traffic owned by the Province of Nova Scotia, the Town, or any other municipality, including a public highway.

“Town” means the Town of Wolfville

4. General

4.1 The CAC may be responsible for further assigning civic numbers to lots or buildings and shall keep or supervise the keeping of a property information record system identifying all civic numbers assigned by the Town. The CAC may assign civic numbers to lots or buildings for which subdivision approval or a development or building permit is sought or obtained. The CAC is not obliged to assign civic numbers to undeveloped lots and may assign more than one civic number to a lot.

- I. Assigning civic numbers to lots and buildings that front upon or are directly abutting a street must be made in accordance with Appendix “A”, Guidelines for Assigning Civic Address” which shall form Part of this Bylaw.

4.2 By written notice to an owner, the CAC may change or reassign civic numbers where reasonably necessary to avoid potentially confusing numbering discontinuities or irregularities and to assure an adequate supply of civic numbers for existing and future development.

4.3 An Owner shall not post or permit to be posted a number that is not assigned to the lot or building on which the number is posted.

4.4 The owner of a vacant lot shall not be required to post or cause to be posted the assigned civic address number for the vacant lot.

4.5 The CAC may assign a civic number to public places.

4.6 Upon application by the owner, the CAC may provide written authorization for civic numbers to vary from the standards contained in the Bylaw, with or without conditions when;

- I. Compliance with the standards is not reasonably possible, due to the physical features of the site or otherwise; or
- II. Compliance would not as effectively meet the objectives of this bylaw.

Authorization under this section may be revoked or varied by the CAC. Owners shall comply with any conditions contained within authorizations granted under this section.

5 Display of Numbers

- 5.1** The owner of a lot on which a building is located shall display on the lot the civic number of the building in a manner provided herein.
- 5.2** The owner of a lot on which a building is located shall keep posted on the lot or building the assigned civic number in the following manner: (UNIT NUMBERS)
- I.** Civic number shall be in Arabic numerals;
 - II.** The bottom of the numerals shall be at least 1.2m (4ft) above the ground;
 - III.** The color of each numeral shall be the same and be clearly in contrast to the color of the building, post, or sign on which it is located.
 - IV.** The height of the numerals on residential properties shall not be less than 100mm (4 in);
 - V.** The height of numeral on non-residential properties shall not be less than 200 mm (8 in);
 - VI.** The civic number shall be placed upon the building, post, or sign in such a location that it faces towards and is clearly visible from the roadway or the street from which it is numbered and shall not be blocked by ornaments, displays, or vegetation;
 - VII.** The owner of a property shall maintain a civic number for the property in good repair.
- 5.3** A civic number shall be displayed on a post or sign if a civic number that is located on a building cannot be easily read from the roadway or street from which the building is numbered. The post or sign shall display two (2) sided civic numbers which are situated perpendicular to the street located on the lot within 5m (16.5 ft) of the street boundary.
- 5.4** The CAC may, in writing, require the owner to place a civic number on a post or sign located on the lot adjacent to the entrance of a driveway that provides emergency vehicles access to a building.
- 5.5** CAC may, at their own discretion, supersede any sections of this Bylaw if they determine if necessary.
- 5.6** Additional signage may be required depending on visibility from the roadway for properties with multiple suites.

6 Orders

- 6.1** The provisions of this Bylaw may be enforced by the CAC, or by an Officer of the Municipality
- 6.2** In the event of contravention of this Bylaw, the CAC or Officer, may serve, or cause to be served, an Order to Comply by registered mail.
- 6.3** Every Order to Comply shall contain:
- I.** The section of the Bylaw which has been contravened.
 - II.** Actions to be taken to bring the property into compliance with this Bylaw.
 - III.** The date by which the property must be brought into compliance with the order.
 - IV.** The action which will be taken against the owner should the property not be brought into compliance.
- 6.4** Where an owner fails to comply with the requirements of an Order within the time frame stipulated therein, the CAC and/or Officer may enter upon the property without a warrant or other legal process and undertake the work specified in the Order.
- 6.5** Where the CAC and/or Officer undertake the work specified in the Order, the Town may charge and collect the costs thereof either from the Owner or as a first lien on the property affected.

7 Penalty

- 7.1** Failure to meet each standard specified in this Bylaw shall constitute a separate and distinct offence.
- 7.2** Any Bylaw Officer, who believes on reasonable grounds that there has been a violation of this bylaw, may issue a Summary Offence Ticket.
- 7.3** Any person who violates any provision of this Bylaw is guilty of an offence punishable on summary conviction by a fine of not less than one hundred dollars (\$100) and not more than five hundred dollars (\$500). If a violation is a continuing one, each business day during which it continues constitutes a separate offence.

REQUEST FOR DECISION 020-2023

Title: Community Safety Office Pilot
Date: 2023-04-17 **UPDATED FOR COW**
Department: Office of the CAO



SUMMARY

Through the work of Town Staff and the Policing Services Review Committee, a gap in the delivery of policing services has been identified within the Town of Wolfville. While the RCMP, as our current provider, is equipped to deliver services aligned with the enforcement of major crimes, the issues that have historically plagued Wolfville are not regularly those that require an armed response.

Our community has identified on-going, unmitigated, and unmanaged nuisance party occurrences and road safety as priority areas needing attention in our community. Community members have also noted the need for better efforts on small crime, property damage and the desire to experience relationship building with law enforcement.

These areas of concern can be addressed through the provision of a Community Safety Office model, that would provide additional service to the community, filling gaps that are currently reported that result from the limitations of our current provider.

Through the past months, CAO Beaudin has been communicating with Stephen Schneider, Ph.D, a Professor of Criminology at Saint Mary's University in Halifax, regarding alternative approaches that could be piloted in the Town. Dr. Schneider has provided a proposal to explore the creation of a "Community Safety Office" (CSO) pilot project for the Town of Wolfville that would include the hiring of a Community Safety Coordinator (CSC).

This planning phase will culminate in a report submitted to the Town that would articulate the mandate, goals, principles, strategies, programs, and services of the proposed office. It will also provide a preliminary estimate of the resources required for this office, an initial description of the CSC position, and a framework to monitor and assess this pilot project.

On April 24, this came to the Policing Services Review for review and discussion, upon completion of which the Committee passed the following motion: *That the Policing Services Review Committee recommend that Council approve the proposal submitted by Dr. Stephen Schneider to explore the creation of a "Community Safety Office" (CSO) pilot project for the Town of Wolfville.*

DRAFT COW MOTION:

That Committee of the Whole forward the following motion to Council for decision: That Council approve the proposal submitted by Dr. Stephen Schneider to explore the creation of a "Community Safety Office" (CSO) pilot project for the Town of Wolfville.

REQUEST FOR DECISION 020-2023

Title: Community Safety Office Pilot
Date: 2023-04-17 **UPDATED FOR COW**
Department: Office of the CAO



1) ACTING CAO COMMENTS

Refer to staff recommendation and discussion sections below.

2) LEGISLATIVE AUTHORITY

3) STAFF RECOMMENDATION

Staff recommend that Council approve the motion **as re-worked by the Policing Review Committee.**

4) REFERENCES AND ATTACHMENTS

1. Community Safety Office Proposal
2. Turning the Tide Together – Final Report of the Mass Casualty Commission – [Volume 4 - Community](#)
3. Turning the Tide Together – Final Report of the Mass Casualty Commission – [Volume 5 - Policing](#)
4. [Policing Services Engagement Final Report](#)
5. [Policing Transformation Study, Halifax Regional Municipality.](#)

5) DISCUSSION

Update for Committee of the Whole – On Monday, April 24th, staff provided a brief presentation to the Police Review Committee after which discussion covered aspects of the proposed study. It was noted that CAO Beaudin may best be able to answer a few questions, and that dialogue can occur at the Committee of the Whole meeting. The motion passed by the Committee was premised on the following items being considered by the consultant in carrying out the exploration of what a Community Safety Office might look like in the Town of Wolfville context:

- **That the final report will support any future direction the Town takes with policing service contracts, whether that service is provided by RCMP or other policing service.**
- **That this plan needs to consider both Acadia Safety and Security and the Town's Community Compliance office and how these offices could be integrated and/or work cooperatively.**
- **That this plan should include consideration of financial support from Acadia University.**

Background

To address the limitations of local policing services, many towns and cities have created positions and offices outside of police control that are mandated to share responsibility for addressing crime, disorder

REQUEST FOR DECISION 020-2023

Title: Community Safety Office Pilot

Date: 2023-04-17

UPDATED FOR COW

Department: Office of the CAO



and other public and community safety issues. These offices operated under various names: public safety office, community safety office, crime prevention office, or community policing office.

While the mandate, priorities, and operations of such offices vary (in the literature and in applied cases), there are several guiding principles and common goals, responsibilities, and activities of these Community Safety Offices. Ideally, they are responsible for:

- Planning, developing, implementing, and assessing interventions that address crime, disorder, nuisances, and other local problems that negatively affect community safety and broader livability issues in cooperation with community residents, local groups, police, and other key service providers and stakeholders,
- Implementing *proactive* measures that serve to *prevent* crime and disorder problems from emerging or persisting (complementing the traditional reactive, incident-driven police response model)
- Managing and limiting local problems through short-term interventions (*reducing the opportunity* for such problems to occur in a particular time and place) while also laying out strategies that ameliorate problems over the long-term by addressing root *causes* (through social problem-solving and community development initiatives)
- Ensuring close cooperation and coordination with police (especially in the context of community- and problem-oriented policing) and other public safety service providers
- Prioritizing the “co-production of public safety” (in which crime is viewed as a shared responsibility and therefore requires collaboration between community members, public safety agencies, and other relevant stakeholders) and the “hub” model that operationalizes the former by establishing the CSO as a nucleus (the hub) for an integrated, coordinated multi-stakeholder team approach (the “spokes,” including residents, police, other criminal justice agencies, other government agencies, businesses, schools, social service providers, health care practitioners, etc.) who are most suitable for strategic planning and tactical interventions (to address a particular community safety issue)
- Educating, mobilizing, and organizing local residents to take a proprietary interest in their neighbourhood, public spaces and to become involved in, initiate and lead community safety and development projects
- Using proven, evidence-based best practices which can be tailored to specific problems, the community, and the needs of community members and which typically fall outside law enforcement and criminal justice system, and
- Collecting or using existing data to identify and analyze the scope, nature, symptoms, causes and impact of local crime, disorder, and nuisance problems (collecting and analyzing police-reported data, implementing victimization surveys, and conducting local safety audits)

REQUEST FOR DECISION 020-2023

Title: Community Safety Office Pilot

Date: 2023-04-17

UPDATED FOR COW

Department: Office of the CAO



Considerations

The Committee may wish to also consider the importance of these recommendations in regard to the Mass Casualty Commission Final Report, [Volume 4 – Community](#) and [Volume 5 – Policing](#), where great importance is placed on building relationships with law enforcement and the importance of a community safety approach.

The Committee may also wish to consider the results of our engagement process, as outlined in the [Policing Services Engagement Report](#). In this report, the community identified specific wants and needs that suggest a need to supplement services when we consider the limitations of our current policing provider.

Internal Resources

Staff from the office of the CAO will be assisting with this work.

6) FINANCIAL IMPLICATIONS

The cost of this is quoted at **\$28,500** and will be resourced through the budget of the CAO.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

References to the strategic directions from the 2021-2025 Strategic Plan:

- Social Equity
- Community Wellness

8) COMMUNICATION REQUIREMENTS

Information on this initiative will be shared on the Town's website and through social media as appropriate.

9) ALTERNATIVES

A status quo approach could be taken, continuing with the current level of service provided by the RCMP members in the community.

**Proposal: Community Safety Office
Pilot Project Planning Report**

**Submitted to: Town of Wolfville
Submitted by: Stephen Schneider, Saint Mary's University
February 20, 2023**

Goal:

The goal of this proposed project is to explore the creation of a “Community Safety Office” (CSO) pilot project for the Town of Wolfville that would include the hiring of a Community Safety Coordinator (CSC). This planning phase will culminate in a report submitted to the Town that would articulate the mandate, goals, principles, strategies, programs, and services of the proposed office. It will also provide a preliminary estimate of the resources required for this office, an initial description of the CSC position, and a framework to monitor and assess this pilot project.

Need:

The purpose of the CSO would be to overcome the limitations of the current RCMP contract policing through an alternative, yet complementary, crime prevention and community safety organizational and service delivery model. The mandate of the CSO would be to prevent and control local crime and disorder problems through a community-based, proactive, problem-solving, multi-stakeholder service delivery model (based on best practices) while better accommodating the concerns and needs of residents by providing a single point of contact for complaints and coordinated program and service delivery.

Background:

To address the limitations of local policing services, many towns and cities have created positions and offices outside of police control that are mandated to share responsibility for addressing crime, disorder and other public and community safety issues. These offices operated under various names: public safety office, community safety office, crime prevention office, or community policing office.

While the mandate, priorities, and operations of such offices vary (in the literature and in applied cases), there are several guiding principles and common goals, responsibilities, and activities of these CSOs. Ideally, they are responsible for:

- Planning, developing, implementing, and assessing interventions that address crime, disorder, nuisances, and other local problems that negatively affect community safety and broader livability issues in cooperation with community residents, local groups, police, and other key service providers and stakeholders,

- Implementing *proactive* measures that serve to *prevent* crime and disorder problems from emerging or persisting (complementing the traditional reactive, incident-driven police response model)
- Managing and limiting local problems through short-term interventions (*reducing the opportunity* for such problems to occur in a particular time and place) while also laying out strategies that ameliorate problems over the long-term by addressing root *causes* (through social problem-solving and community development initiatives)
- Ensuring close cooperation and coordination with police (especially in the context of community- and problem-oriented policing) and other public safety service providers
- Prioritizing the “co-production of public safety”ⁱ (in which crime is viewed as a shared responsibility and therefore requires collaboration between community members, public safety agencies, and other relevant stakeholders) and the “hub” modelⁱⁱ that operationalizes the former by establishing the CSO as a nucleus (the hub) for an integrated, coordinated multi-stakeholder team approach (the “spokes,” including residents, police, other criminal justice agencies, other government agencies, businesses, schools, social service providers, health care practitioners, etc.) who are most suitable for strategic planning and tactical interventions (to address a particular community safety issue)
- Educating, mobilizing, and organizing local residents to take a proprietary interest in their neighbourhood, public spaces and to become involved in, initiate and lead community safety and development projects
- Using proven, evidence-based best practices which can be tailored to specific problems, the community, and the needs of community members and which typically fall outside law enforcement and criminal justice system, and
- Collecting or using existing data to identify and analyze the scope, nature, symptoms, causes and impact of local crime, disorder, and nuisance problems (collecting and analyzing police-reported data, implementing victimization surveys, and conducting local safety audits)

The proposed report would address the following issues:

- Circumstances leading to consideration of alternative community safety / crime control models (Critiques and limitations of the current RCMP policing model)
- Information on Wolfville and its crime, disorder, and community safety issues (to ensure the report recommendations are adapted to the town’s unique needs)
- Research to identify and analyze community safety strategies, services, programs and resources (emphasizing best practices) relevant to the proposed Wolfville CSO
- Recommendations on the development of a CSO, including its mandate and goals, guiding principles and five main areas of responsibility (data collection and analysis, strategic planning, programs and services, program and service delivery coordination, and the operation of a storefront office)
- Initial identification of the programs and services to be provided by the CSO
- Initial identification of key stakeholders in the service delivery coordination (hub model)
- A description of the position of Community Safety Coordinator (job description, specific tasks and responsibilities, qualifications)
- An initial list of the resources required for the CSO and the storefront office
- A framework for monitoring and evaluating the pilot project
- Identify potential external funding options (from provincial and federal sources)

Proposed Planning Report Outline

1. Executive Summary
2. Introduction
 - 2.1. Report Objectives
 - 2.2. Research Methods
 - 2.3. Report Outline
3. Background
 - 3.1. Circumstances leading to consideration of alternative community safety models
 - 3.1.1. Critiques and limitations of the current RCMP policing model
 - 3.1.2. Community safety priorities not addressed sufficiently
 - 3.2. Preliminary contextual information
 - 3.2.1. Overview of the Town of Wolfville
 - 3.2.2. Boundaries
 - 3.2.3. Population, demographics, socio-economic indicators, marginalized groups
 - 3.2.4. Business and economic development
 - 3.2.5. Public and private schools
 - 3.2.6. Acadia University
 - 3.2.7. Social Services (Government and NGOs)
 - 3.2.8. Other community Groups
 - 3.3. Existing crime and disorder data
 - 3.4. Crime and disorder control measures
 - 3.4.1. Policing and (criminal) law enforcement (RCMP)
 - 3.4.2. Other community safety, law enforcement, and compliance services
 - 3.4.3. Other justice-related services
 - 3.4.3.1. Provincial courthouse in Kentville
 - 3.4.3.2. Alternative justice models (Wellness Courts)
4. Review of the Literature and Primary Research (Overview and Best Practices) (Appendix?)
 - 4.1. Critiques and limitations of traditional policing (and criminal justice) approaches
 - 4.2. Alternatives to the criminal justice system (best practices)
 - 4.2.1. Crime prevention
 - 4.2.2. Public health approach
 - 4.2.3. Co-production of Public Safety Models
 - 4.2.3.1. The “Hub” Model
 - 4.2.3.2. Mobile Mental Health Teams
 - 4.3. Alternative and innovative community-based criminal justice models (best practices)
 - 4.3.1. Policing
 - 4.3.1.1. Community policing
 - 4.3.1.2. Problem-oriented police
 - 4.3.2. Wellness Courts
 - 4.3.3. Restorative justice
 - 4.4. Community Safety/Public Safety/Crime Prevention/Community Police Offices

4.5. Community Safety Officers / Coordinators

4.6. Summary and Conclusions

5. Recommendations: Community Safety Office

5.1. Introduction

5.1.1. Overarching Mandate of the CSO

5.1.2. Goals of the CSO

5.1.3. Key principles of the CSO

5.1.3.1. Community-based (emphasizing the important proprietary role that local residents, groups, institutions, and businesses play in community safety and crime prevention)

5.1.3.2. Proactive approach that serves to *prevent* crime and disorder problems, that address root causes through a long-term problem-solving approach

5.1.3.3. Innovative and effective (proven) strategies (best practices) adapted to the unique circumstances of Wolfville

5.1.3.4. Multi-stakeholder involvement and coordination (“co-production of public safety” through a team-oriented “hub” model)

5.1.3.5. Complements and contributes to current RCMP policing services

5.2. Five Main CSO Components

5.2.1. Introduction and Overview

5.2.1.1. Information collection and analysis

5.2.1.2. Strategic planning

5.2.1.3. Programs and services

5.2.1.4. Program and service delivery coordination (Hub model)

5.2.1.5. CSO storefront office

5.2.2. Information Collection and Analysis

5.2.2.1. Environmental data (population demographics, housing, employment, etc.)

5.2.2.2. Crime and disorder data (Police-reported crime statistics, Victimization surveys, Crime and disorder safety audits, community consultation for needs assessments)

5.2.3. Strategic Planning

5.2.3.1. Short and long-term service provision and program planning

5.2.3.2. Program and services development

5.2.4. Services and Programs

5.2.4.1. Introduction and overview

5.2.4.1.1. Service and program goals

5.2.4.1.2. Service and program principles

5.2.4.2. Safety audits

5.2.4.3. Situational crime prevention and CPTED safety consulting

5.2.4.4. Personal safety education and training

5.2.4.4.1. Conducting self-administered home & neighbourhood safety audits

5.2.4.4.2. Personal safety and self-defence for women

5.2.4.4.3. Child safety measures (“street proofing,” bike safety, online safety)

5.2.4.5. Advocacy work (on behalf of Wolfville residents)

5.2.4.6. Legal advice

- 5.2.4.7. Complaints (including criminal complaints) via storefront office
- 5.2.4.8. Crime-Free Multi-Housing Program
- 5.2.4.9. Neighbourhood Watch / Citizen patrols
- 5.2.4.10. Dispute resolution / restorative justice
- 5.2.4.11. Mobile mental health units
- 5.2.4.12. Community policing
- 5.2.4.13. Community alcohol strategy
- 5.2.4.14. Compliance
- 5.2.4.15. Diversion programs
 - 5.2.4.15.1. Wellness court (Kentville)
 - 5.2.4.15.2. Restorative justice
- 5.2.4.16. Acadia student-related programs
 - 5.2.4.16.1. Community-student mentorship
 - 5.2.4.16.2. Safe dating
- 5.2.5. Program and Service Delivery Coordination (Community Safety Coordination Committee)
 - 5.2.5.1. Introduction
 - 5.2.5.1.1. Goals
 - 5.2.5.1.2. Principles
 - 5.2.5.1.3. Strategies
 - 5.2.5.2. Key partners represented on the Hub Committeeⁱⁱⁱ
 - 5.2.5.2.1. Town of Wolfville (Compliance, Community Development, Community Recreation, Fire Department, Library)
 - 5.2.5.2.2. RCMP
 - 5.2.5.2.3. Provincial government (Department of Justice, public prosecutions service; Department of Community Services)
 - 5.2.5.2.4. Annapolis Valley Regional School Board / Wolfville School
 - 5.2.5.2.5. Acadia University (Administration, ASU, AUFA, Security, subject matter experts)
 - 5.2.5.2.6. Homeowners Association (?)
 - 5.2.5.2.7. Absentee (Landlord) Homeowners Association (?)
 - 5.2.5.2.8. Private Sector (Chamber of Commerce/Business Association, Wolfville Business Development Corporation)
 - 5.2.5.3. (Mental) Health Care (Valley Regional Hospital, Eastern Kings Memorial Community Health Centre, Mental Health Services Eastern Kings)
 - 5.2.5.4. Nova Scotia Liquor Commission (Liquor Store)
 - 5.2.5.5. NGOs
 - 5.2.5.5.1. Kings County Family Resource Centre
 - 5.2.5.5.2. Open Arms
 - 5.2.5.5.3. L'Arche Homefires
 - 5.2.5.5.4. Women of Wolfville
- 5.2.6. CSO Storefront Office
 - 5.2.6.1. Introduction
 - 5.2.6.2. Goals
 - 5.2.6.3. Principles

- 5.2.6.4. Physical layout
 - 5.2.6.5. Services
 - 5.2.6.5.1. General complaints
 - 5.2.6.5.2. Criminal complaints
 - 5.2.6.5.3. Community-based program implementation (e.g., Neighbourhood Watch)
 - 5.2.6.5.4. Meeting space
 - 5.2.6.6. Staffing
 - 5.2.6.7. Role of RCMP
 - 5.2.6.8. Role of other agencies and service providers
 - 5.2.6.9. Volunteers
-
- 6. Recommendations: Community Safety Coordinator
 - 6.1. Job description
 - 6.2. Specific tasks and responsibilities
 - 6.3. Qualifications

 - 7. Recommendations: Required Resources
 - 7.1. Community Safety Coordinator
 - 7.2. Storefront office
 - 7.3. Other miscellaneous resources

 - 8. Pilot Project Monitoring and Assessment
 - 8.1. Introduction and overview
 - 8.2. Objectives
 - 8.3. Design
 - 8.4. Data collection methods
 - 8.5. Timeframe, work plan and deliverables

 - 9. External Funding Options
 - 9.1. Project implementation
 - 9.2. Project evaluation

Proposed Work plan, Timeline, Deliverables, and Fees

Task	Deadline	Deliverable	# of Hours	Fee (@ \$150/hour)
Background information	Apr 30	Progress Report	20	\$3,000
Initial secondary research (review of the literature, web sites, reports, and other sources)	May 30 (& ongoing)	Report section documenting secondary sources	30	\$4,500
Primary research (interviews with experts & practitioners)	Jun 15 (& ongoing)	Progress Report	25	\$3,750
Draft partial report #1: Sections 3 & 4	Jun 30	Draft partial report #1	25	\$3,750
Draft partial report #2: all of the above & recommendations re: CSO overview, principles & five main areas of responsibilities (Sec. 5)	Jul 20	Draft partial report #2	25	\$3,750
Draft partial report #3: all of the above (revised based on feedback) & recommendations regarding CSC position and CSO resources (Secs. 6 & 7)	Aug 15	Draft partial report #3	15	\$2,250
Draft partial report #4: all of the above (revised based on feedback) & framework for pilot project monitoring and assessment & external funding options (Secs. 8 & 9)	Sep 15	Draft partial report #4	15	\$2,250
Draft Final Report	Oct 15	Draft Final Report (Discussion Paper)	20	\$3,000
Final Report	Nov 30	Final Report	15	\$2,250
Totals			190	\$28,500

*To be carried out by the Town of Wolfville or an independent third party

ⁱ “Coproduction of public safety” means that public safety is not the sole responsibility of police but is shared with community members and other key stakeholders (other government agencies, social service providers, private sector, etc.). As such, it emphasizes collaboration and partnership between community members and public safety agencies (in particular the police), which includes an active and ongoing exchange of information, resources, and expertise. It acknowledges that community members and other stakeholders have important knowledge, insights, perspectives, and resources to address the challenges and issues that impact public safety, and that they can contribute meaningfully to developing solutions. The coproduction of public safety involves efforts to build trust and mutual respect between law enforcement agencies and the communities it serves, and to foster ongoing engagement and dialogue.

ⁱⁱ The community safety "hub" model entails the coordination of various stakeholders to prevent crime and maximize local safety in a community or geographical area. The model is designed to foster collaboration among relevant stakeholders (such as police, other government agencies, community residents and groups, social service providers, etc.) and serves as a platform for community engagement, providing a space for stakeholders to share ideas, coordinate activities, and develop partnerships. It involves the establishment of a central nucleus or point of contact to coordinate service delivery via a team approach involving agencies and professionals best suited to both

strategic planning and, at a tactical level, leveraging the most appropriate partners and resources to address a particular community safety issue. The hub also serves as a clearinghouse for information by acting as a repository for crime and community-safety related data, which can be used in a proactive manner to identify high crime areas, patterns of criminal activity, at-risk individuals, and other potential risk factors. This data is then used strategically to develop and implement targeted prevention interventions that are tailored to the specific needs of the community and to address individual community safety issues. The hub model has been successfully implemented in various communities across the world and has shown promising results in reducing crime rates and improving community safety. By bringing together key stakeholders and leveraging data and evidence-based practices, the model offers a comprehensive approach to crime prevention that is both effective and sustainable.

ⁱⁱⁱ While the contractor will identify all potential key stakeholders that would be involved in identifying key stakeholders to be involved in this coordinating committee, this effort will not involve soliciting their actual participation. This would be the responsibility of the Community Safety Coordinator.

REQUEST FOR DECISION 022-2023

Title: Temporary Borrowing Resolutions – 2023/24 Capital Program

Date: 2023-05-02

Department: Finance



SUMMARY

Temporary Borrowing Resolutions (TBRs) - 2023/24 Capital Program

Each year where long term debt is included in the capital budgets (Town and Water Utility) as a funding source there is a required process outlined by the province to enable access to debt funding.

Permanent long term debt (debentures) can only be put in place after completion of the capital project and the Temporary Borrowing Resolution (TBR) is in place per format prescribed by province. The TBR provides the mechanism to have temporary debt to cover the project funding until the first opportunity arrives to put in place a fixed term debenture. The TBR also provides the mechanism by which the Minister of Municipal Affairs and Housing approves a municipality’s use of long term debt. Without the Minister’s approval, a municipality may not access long term debt for capital funding purposes.

Depending on the projects in any given year, there may be a need to identify two subtotals, one for the Town operation and one for the Town’s Water Utility operation. The 2023/24 year includes both Town and Water infrastructure borrowing requirements.

DRAFT MOTION:

That Council approve the attached Temporary Borrowing Resolutions;

• TBR #23/24-01 Various purposes Town	\$2,552,900
TBR #23/24-02 Water Transmission & Distribution	<u>\$ 399,900</u>
Total Borrowing	<u>\$2,952,800</u>

to cover loan facilities with the Bank of Montreal until such time as the short-term loans are replaced with debenture borrowings and grant funding as per the 2023/24 Town Capital Budget, Ten Year investment Plan (CIP), and 2023/24 Water Utility Capital Budget.

REQUEST FOR DECISION 022-2023

Title: Temporary Borrowing Resolutions – 2023/24 Capital Program

Date: 2023-05-02

Department: Finance



1) ACTING CAO COMMENTS

The Acting CAO supports the recommendation and notes this item has been vetted thru the Audit Committee.

2) LEGISLATIVE AUTHORITY

- NS Municipal Government Act (MGA) Section 66, 88 & 92

3) STAFF RECOMMENDATION

That Council approve the TBR requirements for the 2023/24 capital budget season to ensure previously approved funding is in place in a timely manner. It should be noted that, depending on receipt of grant funding, the full amount of the TBR requirements is not expected to be needed.

4) REFERENCES AND ATTACHMENTS

- TBR 23/24-01 Town (attached)
- TBR 23/24-02 Water Utility (attached)
- 2023/24 Operations Plan Appendix II (including Ten Year Capital Investment Plan 2023/24 funding page and Water Utility Capital Budget)

5) DISCUSSION

Annually this is a housekeeping matter as it relates to capital purchases/projects previously approved by Council as part of the budget process. In this case it relates to the 2023/24 Budget approved on March 21st. The budget motion details capital funding sources, including long term debt.

Note that for this fiscal year, there are grant funding sources for projects that also involve long term debt. In these cases, the Temporary Borrowing Resolution is set at a higher amount than the budgeted long term debt that will be accessed at the end of the process (i.e. resolution set at expected long term debt plus grant funding). This ensures the Town is able to access temporary funding while awaiting receipt of grants which typically occur after costs are incurred by Town.

The **TBR forms the first required step** in the process by which Town's obtain debenture funding through the provincial Finance Department. In past years this process involved the NS Municipal Finance Corporation (MFC). It also becomes part of the paperwork required by the Bank of Montreal to set up the temporary loan facility. The TBR template issued by the Department of Municipal Affairs and Housing is a standard form with a twelve month term.

The budget plan is to replace the TBR funds, net of grant funding, with 15-30 year debt terms. Based on our expected capital financing, the Town's total debt repayments over the next 4 years (Appendix II of

REQUEST FOR DECISION 022-2023

Title: Temporary Borrowing Resolutions – 2023/24 Capital Program

Date: 2023-05-02

Department: Finance



Ops Plan document, four year projections and excluding Water Utility that functions with its own debt ratio) will be approximately:

2023/24	\$849,700	(7.7% DSR based on own sourced revenue of \$10.7 million)
2024/25	\$998,200	(8.7% DSR)
2025/26	\$1,152,400	(9.6% DSR)
2026/27	\$1,341,800	(10.8% DSR)

Note that the capital budget assumptions include a 4.5% interest rate for long term debt. This was in line with rates realized in the 2022 Fall Debenture issue. Ultimately the actual rates will vary between now and next year when the 2024 Spring Debenture issue funding is obtained. The 2023 Spring Debenture issue will occur in the next month or two.

Our total own source revenue is estimated to be just \$11 million for 2023/24 (total revenue less school board funding, corrections and regional housing, and provincial/federal grants). As demonstrated by the debt service ratio calculations, the town's debt costs are currently within the capacity of town to manage. This should not be unexpected given Council reviews this information annually as part of the budget setting process. Note by Year 6 (2028/29) of the Ten Year Capital Investment Plan the Debt Service Ratio (DSR) is likely to reach 15% based on current funding framework. The ratio is then expected to decline to approximately 11.5% by Year 10. Future events including interest rates, cost of supply, and town revenues will impact how effectively the Town can get the Debt Service Ratio back under 10%.

The Town's ability to take on the approved capital debt funding is reflected in the draft provincial financial indicators which notes Wolfville's Debt Service Ratio at 7.6% which is half of the provinces required benchmark of 15%.

Once Council approves the TBR's, the following occurs:

- Town related TBR (23/24-01) goes back to Dept. of Finance for Ministerial approval.
- Water utility related TBR 23/24-02 goes back to Dept. of Finance, but awaits UARB approval of the Water Utility Capital Budget before Ministerial sign off.

By using two TBR's, there can be a quicker turnaround from the province for at least the Town portion of work.

6) FINANCIAL IMPLICATIONS

Financial implications are one of the factors reviewed during the budget process and considered by Council before budget approval in March. As noted above, the resulting debt ratios indicate the Town's

REQUEST FOR DECISION 022-2023

Title: Temporary Borrowing Resolutions – 2023/24 Capital Program

Date: 2023-05-02

Department: Finance



ability to manage the debt load approved by Council remains stable for the next 4 years. That said, the Town is moving closer to higher debt ratios and key assumptions should be reviewed during each annual budget cycle to ensure the ability to manage debt loads.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

- Not applicable as this RFD is a **required step** for projects already approved in the 2023/24 Operations Plan, including Ten Year CIP

8) COMMUNICATION REQUIREMENTS

There will be formal communications with external sources in two areas:

- With DMAH to obtain Ministerial approval;
- With BMO to arrange our line of credit renewal based on the approved TBR amounts

9) ALTERNATIVES

No true alternatives exist as these TBR's relate to previously approved capital project funding. Not approving the TBR's would require putting major portions of the 2023/24 Capital Budget on hold pending identification of other funding sources.

MUNICIPAL COUNCIL OF THE

TEMPORARY BORROWING RESOLUTION

TBR #2023/24-01

Amount: \$

Purpose: Capital Budget Projects

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the _____, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the _____ has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for capital purposes as identified in their capital budget; and

WHEREAS the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the _____ borrow a sum or sums not exceeding _____ Dollars (\$ _____) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the _____ to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that a sum or sums not exceeding _____ Dollars (\$ _____) 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 and Housing 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 Council of the _____ held on the ____ day of _____, 2022.

GIVEN under the hands of the Clerk and under the seal of the Council of the _____ this ____ day of _____, 2022.

Clerk

MUNICIPAL COUNCIL OF THE

TEMPORARY BORROWING RESOLUTION

Amount: \$ _____

Purpose: Capital Budget Projects

SCHEDULE "A"

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TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		

NOTE: Three projects above involve items with external grant funding. The Town requires temporary borrowing to allow time difference of costs incurred and receipt of grant funds. Debenture requirements will be net of TBR amount and grant funding to be received. Total debenture funding will be \$2,033,300.

Grant Funding includes:

- Wastewater Treatment Plant Phase II 73% ICIP = \$167,900 for fiscal 2023/24
- New Visitor Information Centre 33% ACOA = \$200,000
- East End Gateway Parking Lot 33% ACOA = \$151,700

MUNICIPAL COUNCIL OF THE

TEMPORARY BORROWING RESOLUTION

TBR #2023/24-02

Amount: \$ _____

Purpose: Capital Budget Projects

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the _____, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the _____ has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for capital purposes as identified in their capital budget; and

WHEREAS the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the _____ borrow a sum or sums not exceeding _____ Dollars (\$ _____) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the _____ to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that a sum or sums not exceeding _____ Dollars (\$ _____) 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 and Housing 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 Council of the _____ held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the Council of the _____ this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

TEMPORARY BORROWING RESOLUTION

Amount: \$ _____

Purpose: Water Capital Budget Projects

SCHEDULE "A"

		<u>\$</u>
Heading:		
Item		
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TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		

REQUEST FOR DECISION 072-2022

Title: Water/Sewer accounts receivable write off
Date: 2023-04-14 Audit Committee – **UPDATE FOR COW/COUNCIL**
Department: Finance



SUMMARY

Water/Sewer accounts receivable write off

Nine years ago, was the last time water/sewer accounts were taken to council to be written off in the amount of \$22,599.68. At that time the focus was on amounts owing to the Town and Water utility, i.e. bad debts. That process covered accounts going back to the 1990’s. Also at that time it was noted that there were old/inactive accounts that had deposits still on hand or credit balances from overpayments. Work needed to be undertaken to reconcile to the extent possible the old deposit accounts.

In June 2020 staff spent a lot of time reconciling the water deposits on accounts and applying the deposits to inactive accounts and changing the process of how deposits are refunded. Once applied to the inactive accounts, this resulted in a lot of older water/sewer accounts having net credit balances (i.e. owing to former customer). Note in many cases former customers leave without any forwarding address information making it difficult to refund dollars.

Staff recommends the Audit Committee forwards Council the approval to write off the attached list of water/sewer receivables, with a net total of \$12,916.10. Consisting of

Water Utility

- Bad debt write off \$2,272.56
- Deposit/other credit refund \$17,025.47

Town

- Bad debt write off \$1,836.81

The Audit Committee met on April 14th. As part of that agenda staff presented this report and related attachment. The Committee considered the information, with staff providing response to a couple of questions after which the following motion was passed:

That the Audit Committee forward the following motion to Committee of the whole for direction: That Council approves, the attached list, of water/sewer receivable accounts, totaling a net credit \$12,916.10 for write-off representing \$17,025.47 as other income and \$4,109.37 as bad debt expense.

DRAFT COW/COUNCIL MOTION:

That Committee of the Whole forward the following motion to Council for Decision: That Council approves, the attached list, of water/sewer receivable accounts, totaling a net credit \$12,916.10 for write-off representing \$17,025.47 as other income and \$4,109.37 as bad debt expense.

REQUEST FOR DECISION 072-2022

Title: Water/Sewer accounts receivable write off
Date: 2023-04-14 Audit Committee – **UPDATE FOR COW/COUNCIL**
Department: Finance



1) ACTING CAO COMMENTS

The Acting CAO supports the recommendation of staff and the Audit Committee. This continues the Finance Department's work on cleaning up old/inactive subledger accounts ensuring more attention can be made to current accounts.

2) LEGISLATIVE AUTHORITY

- Municipal Government Act (MGA) – Section 38 Duty of Treasurer to Advise
- NS Utility and Review Board (NSUARB) Accounting and Reporting Handbook
- Town of Wolfville Water Utility Rules and Regulations (approved by NSUARB in 2018)

3) STAFF RECOMMENDATION

Staff recommends the Audit Committee forwards Council the approval to write off the attached list, of water/sewer receivable accounts, totaling \$12,916.10. Consisting of other income in the amount of \$17,025.47 and bad debt expense of \$4,109.37.

4) REFERENCES AND ATTACHMENTS

- Attached is a list of water/sewer accounts to write-off.

5) DISCUSSION

The Audit Committee discussion included noting the overall amount being adjusted (most notably bad debts) is relatively small when compared to total billings over the last ten years. Cleaning up old inactive accounts allows staff to focus on current customers. This matter comes forward to Council as required by MGA Section 38.

The engagement of a collection agency in the last year will assist in minimizing the number of accounts that ultimately could become bad debts.

Once approved, this documentation will be provided to the Town's financial auditors as part of their work verifying the financial records for the March 31/23 Consolidated Financial Statements.

Nine years ago was the last time water/sewer accounts were taken to council to be written off. At that time, we had 305 accounts dating from pre-2000 to 2013 in the amount of \$22,599.68.

The list included with this RFD is comprised of inactive customer accounts related to the provision of water/sewer services. There are 358 accounts that have credit balances, meaning we owe the customer money, that would be written off to other income in the amount of \$17,025.47. There are 61 inactive

REQUEST FOR DECISION 072-2022

Title: Water/Sewer accounts receivable write off
 Date: 2023-04-14 Audit Committee – **UPDATE FOR COW/COUNCIL**
 Department: Finance



accounts who owe us money that would be written off as an expense to bad debts in the amount of \$4,109.37. The total balance of accounts to be written off is summarized by year service was ended:

Service Ended	\$ value to be written off to other income	\$ value to be written off to bad debt
2001	(\$41.03)	
2002	(\$195.63)	
2003	(\$866.65)	
2004	(\$965.67)	
2005	(\$1,146.59)	
2006	(\$805.83)	\$64.97
2007	(\$1,089.00)	
2008	(\$1,455.42)	\$32.90
2009	(\$1,429.92)	
2010	(\$2,104.87)	
2011	(\$400.57)	
2012	(\$904.29)	
2013	(\$1,379.15)	\$96.54
2014	(\$572.97)	\$131.01
2015	(\$986.38)	\$122.49
2016	(\$329.99)	\$103.63
2017	(\$797.60)	\$220.80
2018	(\$676.49)	\$414.46
2019	(\$327.00)	\$1,395.24
2020	(\$443.55)	\$846.18
2021	(\$106.67)	\$350.38
2022	(\$0.20)	\$330.77
Total	(\$17,025.47)	\$4,109.37

This list has a large amount of credit balances on accounts that need to be written off as other income. These amounts are mainly from water deposits that were not refunded and a few accounts that we received overpayment. Per the Nova Scotia Utility and Review Board rules and regulations, when required, an applicant shall pay a deposit and when the customer ceases the service the deposit shall be returned to them with interest. We require tenants to pay \$75 refundable deposit. In past practice water deposits were only refunded if the account was paid in full and the customer requested to have the deposit refunded. At that time the deposit was refunded, and interest was calculated. This process resulted in a lot of water deposits not being refunded to customers, i.e. no request from customer and in many cases no forwarding address to send a refund.

REQUEST FOR DECISION 072-2022

Title: Water/Sewer accounts receivable write off
Date: 2023-04-14 Audit Committee – **UPDATE FOR COW/COUNCIL**
Department: Finance



In June 2020 the process of handling water deposits changed. In June 2020, the water deposits on the accounts were reconciled to the subledger and interest was added to accounts and water deposits were applied to the inactive accounts. Water deposit interest is now added to the account at the end of each month enabling us to review water deposits on a more regular basis. We have 358 inactive water/sewer accounts with an average credit balance of \$47.56. It would be very time consuming for staff to try to track these customers down and contact them to refund their money. For example, if it took 30 minutes to track down each former customer, overall that would consume 180 hours. Note, if the customer should contact us after the amount has been written off, they will still be entitled to receive their money.

The amount we are asking to be written off as bad debts is minimal in relation to the amount of total water and sewer billings. The average water and sewer revenue totals \$1.3 million dollars and since 2013 we have not been able to collect \$100 to \$1,400 per year. In total the bad debt represents 3/100ths of one percent. There are 61 inactive water/sewer accounts to be written off with an average balance owing of \$67.37. As of February 9, 2023, we now have a contract with a collection agency, Maritime Accounts Receivable Services, and they have been given a list of the uncollectible water accounts from 2019 to 2022. This process will help further reduce bad debts on an annual basis.

In addition to the process of cleaning up the accounts receivable records by removing the attached bad debts, the collection process is being changed. Although this report deals more with the housekeeping part of cleaning up old records, the more important issue of how staff collects receivables needs to be addressed. Written procedures for receivable collections are being developed.

The basic process moving forward will be:

1. Quarterly invoicing as currently practiced
2. Arrears notices mailed out after the 30-day due date passes. These notices will note that amounts are overdue (included interest added to account), and that failure to pay could result in disconnection of service as currently practiced.
3. Second arrears notice will go (based on due date noted in previous step). This notice will indicate failure to pay by a specified date will result in disconnection.
4. Door notice will be delivered by town staff after due date of second arrears is passed. Door notice will indicate service disconnection is scheduled for the next day.
5. When a customer ends service, final billings will have a note attached indicating if balance is not paid in full by due date it will be sent to a collection agency.

6) FINANCIAL IMPLICATIONS

Overall, the write-offs covered by this report have a net positive impact on the bottom line, i.e. year end surplus. This relates to the balance of old accounts with unclaimed deposit/credit balances. The write off will result in Town of Wolfville's consolidated statements having increase profits of \$12,916.10. This

REQUEST FOR DECISION 072-2022

Title: Water/Sewer accounts receivable write off
Date: 2023-04-14 Audit Committee – **UPDATE FOR COW/COUNCIL**
Department: Finance



write-off will increase The Town of Wolfville's water utility income by \$14,752.91 and decrease the Town of Wolfville's Sewer & Solid Waste income by \$1,836.81.

This positive impact on the bottom line is further enhanced once the Allowance for Doubtful Accounts is taken into account. As of March 31, 2022 the valuation allowances set up (to cover potential bad debts) totaled some \$4,800 (\$3,500 in Water Utility and \$1,354 in Town Operating fund). This compares to the bad debt portion of the write off list totaling \$4,108 (\$2,272 in Water Utility and \$1,836 in Town Op fund).

Once approved, the journal entries required related to this matter will be posted to the March 31, 2023 fiscal year end.

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Nothing provided at this time.

8) COMMUNICATION REQUIREMENTS

None

9) ALTERNATIVES

Do not write off accounts and direct staff to continue with their collection efforts and refunding credits on accounts to customers. Note this requires ongoing maintenance of over 300 inactive accounts.

Water Sewer Accounts Receivable Write Off
RFD 072-2022 - Attachment

	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
1	000410.01	Owner		\$75.44	5/19/21	2021	\$44.57	30.87
2	000690.03	Owner	(\$0.50)		3/5/07	2007	(\$0.50)	
3	000870.01	Owner	(\$41.03)		5/3/01	2001	(\$41.03)	
4	000870.04	Tenant	(\$78.00)		5/3/05	2005	(\$78.00)	
5	000870.05	Tenaat	(\$76.63)		5/17/06	2006	(\$76.63)	
6	000870.14	Tenant		\$64.97	5/26/06	2006	\$64.97	
7	000870.16	Tenant	(\$77.50)		4/30/18	2018	(\$77.50)	
8	001000.01	Owner	(\$48.20)		8/8/14	2014	(\$48.20)	
9	001070.02	Owner		\$68.14	6/30/19	2019	\$51.14	17
10	001150.06	Owner	(\$0.59)		5/10/11	2011	(\$0.59)	
11	001270.03	Tenant	(\$90.38)		5/31/13	2013	(\$90.38)	
12	001480.05	Owner		\$35.74	11/21/17	2017	\$20.24	15.5
13	001510.04	Owner		\$38.57	4/29/22	2022	\$15.54	23.03
14	001531.01	Owner	(\$0.31)		8/15/07	2007	(\$0.31)	
15	001560.01	Owner	(\$0.70)		12/31/05	2005	(\$0.70)	
16	001560.04	Owner	(\$0.46)		8/31/09	2009	(\$0.46)	
17	001560.05	Tenant	(\$70.82)		7/21/10	2010	(\$70.82)	
18	001560.08	Tenant		\$6.03	9/9/19	2019	\$0.00	6.03
19	001640.04	Owner	(\$0.88)		10/31/12	2012	(\$0.88)	
20	001750.02	Owner		\$159.12	4/5/19	2019	\$91.72	67.4
21	001991.01	Owner	(\$1.04)		7/8/10	2010	(\$1.04)	
22	002020.03	Owner	(\$271.21)		10/15/20	2020	(\$271.21)	
23	002051.01	Owner	(\$1.68)		7/8/10	2010	(\$1.68)	
24	002070.03	Owner	(\$0.16)		11/10/10	2010	(\$0.16)	
25	002180.01	Owner	(\$0.16)		4/29/09	2009	(\$0.16)	
26	002340.02	Tenant	(\$77.25)		3/1/10	2010	(\$77.25)	
27	002390.05	Tenant		\$115.25	6/30/15	2015	\$47.48	67.77
28	002390.06	Owner	(\$0.69)		9/8/15	2015	(\$0.69)	
29	002400.04	Owner	(\$0.33)		10/25/10	2010	(\$0.33)	
30	002950.01	Owner		\$42.10	11/2/20	2020	\$24.10	18
31	003020.02	Owner	(\$0.26)		11/16/06	2006	(\$0.26)	
32	003140.06	Owner	(\$0.36)		4/30/07	2007	(\$0.36)	
33	003140.08	Owner	(\$0.01)		3/6/15	2015	(\$0.01)	
34	003460.02	Owner	(\$2.03)		5/31/10	2010	(\$2.03)	
35	003460.05	Tenant		\$1.16	10/31/15	2015	\$0.00	1.16
36	003500.02	Owner	(\$0.70)		6/1/15	2015	(\$0.70)	
37	003610.03	Tenant	(\$75.13)		1/1/02	2002	(\$75.13)	
38	003660.03	Tenant	(\$76.75)		8/16/18	2018	(\$76.75)	
39	003750.03	Owner	(\$0.57)		8/15/16	2016	(\$0.57)	
40	003770.01	Tenant	(\$47.66)		3/31/20	2020	(\$47.66)	
41	003820.01	Owner	(\$0.07)		7/1/15	2015	(\$0.07)	
42	003930.04	Owner	(\$0.79)		11/1/07	2007	(\$0.79)	
43	003970.02	Owner	(\$27.97)		10/13/06	2006	(\$27.97)	
44	003970.05	Tenant	(\$23.70)		7/1/09	2009	(\$23.70)	
45	003970.11	Tenant		\$0.70	5/1/15	2015	\$0.00	0.7
46	003970.12	Tenant	(\$25.71)		6/3/16	2016	(\$25.71)	
47	003970.14	Tenant		\$62.33	10/1/18	2018	\$35.45	26.88
48	003970.16	Tenant	(\$76.19)		1/31/20	2020	(\$76.19)	
49	003970.18	Tenant		\$51.39	4/1/22	2022	\$2.88	48.51
50	004020.02	Owner	(\$0.68)		8/20/08	2008	(\$0.68)	
51	004020.05	Tenant	(\$8.57)		8/3/10	2010	(\$8.57)	
52	004120.05	Tenant	(\$76.25)		6/26/06	2006	(\$76.25)	
53	004120.10	Tenant	(\$88.63)		9/9/19	2019	(\$88.63)	
54	004140.02	Owner	(\$89.50)		7/6/07	2007	(\$89.50)	
55	004180.02	Owner	(\$4.52)		9/16/13	2013	(\$4.52)	
56	004190.03	Owner	(\$0.35)		12/1/06	2006	(\$0.35)	
57	004261.01	Owner	(\$0.80)		7/1/06	2006	(\$0.80)	
58	004290.02	Tenant	(\$179.13)		7/2/13	2013	(\$179.13)	
59	004340.03	Tenant	(\$76.63)		6/30/06	2006	(\$76.63)	
60	004340.04	Tenant	(\$75.50)		9/7/06	2006	(\$75.50)	
61	004500.04	Owner	(\$0.26)		5/16/08	2008	(\$0.26)	

Water Sewer Accounts Receivable Write Off
RFD 072-2022 - Attachment

	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
62	004500.08	Tenant	(\$76.25)		7/1/10	2010	(\$76.25)	
63	004720.01	Owner	(\$0.22)		7/13/07	2007	(\$0.22)	
64	004740.03	Tenant	(\$76.13)		6/30/04	2004	(\$76.13)	
65	004740.05	Owner	(\$0.35)		8/15/06	2006	(\$0.35)	
66	004740.08	Tenant	(\$1.20)		6/22/09	2009	(\$1.20)	
67	004870.01	Owner	(\$44.68)		11/16/09	2009	(\$34.93)	-9.75
68	004961.01	Owner		\$93.58	7/1/19	2019	\$64.86	28.72
69	004990.03	Tenant	(\$76.00)		5/1/10	2010	(\$76.00)	
70	005010.02	Owner	(\$0.20)		7/19/10	2010	(\$0.20)	
71	005010.04	Owner	(\$0.18)		11/6/11	2011	(\$0.18)	
72	005010.11	Tenant		\$72.73	2/22/17	2017	\$37.16	35.57
73	005250.03	Tenant	(\$77.13)		10/30/15	2015	(\$77.13)	
74	005390.02	Owner	(\$0.47)		7/31/07	2007	(\$0.47)	
75	005390.07	Deposit	(\$78.00)		8/5/15	2015	(\$78.00)	
76	005450.03	Tenant	(\$35.97)		8/29/02	2002	(\$35.97)	
77	005690.01	Owner	(\$99.01)		8/30/10	2010	(\$99.01)	
78	005700.06	Owner		\$84.65	9/30/13	2013	\$44.02	40.63
79	005750.02	Owner	(\$1.00)		6/24/19	2019	(\$1.00)	
80	006060.03	Tenant	(\$29.56)		11/30/09	2009	(\$29.56)	
81	006130.04	Owner	(\$59.26)		4/25/18	2018	(\$59.26)	
82	006130.05	Owner		\$71.77	6/13/22	2022	\$46.42	25.35
83	006500.03	Tenant	(\$75.75)		9/2/03	2003	(\$75.75)	
84	006500.07	Tenant	(\$11.37)		8/15/07	2007	(\$11.37)	
85	006600.01	Owner	(\$0.69)		4/25/18	2018	(\$0.69)	
86	006870.02	Owner		\$45.69	2/1/22	2022	\$23.69	22
87	006890.03	Tenant	(\$77.38)		3/7/08	2008	(\$77.38)	
88	007250.01	Owner		\$42.82	8/28/20	2020	\$24.82	18
89	007430.02	Owner	(\$0.27)		10/31/12	2012	(\$0.27)	
90	007510.02	Owner		\$48.68	12/17/18	2018	\$32.68	16
91	007590.01	Owner		\$35.22	8/20/18	2018	\$19.22	16
92	007940.03	Tenant	(\$76.00)		9/9/09	2009	(\$76.00)	
93	007980.03	Tenant	(\$76.00)		3/1/10	2010	(\$76.00)	
94	008110.01	Owner	(\$0.27)		7/22/16	2016	(\$0.27)	
95	008120.03	Tenant	(\$0.37)		5/1/06	2006	(\$0.37)	
96	008120.05	Owner		\$41.57	9/5/17	2017	\$25.25	16.32
97	008390.01	Owner	(\$0.13)		7/23/13	2013	(\$0.13)	
98	008410.02	Owner		\$0.63	6/30/21	2021	\$0.00	0.63
99	008570.01	Owner	(\$29.45)		4/15/15	2015	(\$29.45)	
100	008730.06	Tenant	(\$76.77)		6/1/14	2014	(\$76.77)	
101	008730.07	Owner	(\$6.10)		11/2/20	2020	(\$6.10)	
102	008930.07	Tenant	(\$65.50)		8/27/10	2010	(\$65.50)	
103	009050.04	Tenant	(\$75.88)		4/20/04	2004	(\$75.88)	
104	009130.02	Owner	(\$1.08)		6/24/13	2013	(\$1.08)	
105	009180.02	Tenant	(\$77.88)		3/26/10	2010	(\$77.88)	
106	009230.01	Owner	(\$89.38)		8/6/10	2010	(\$89.38)	
107	009720.01	Owner	(\$52.78)		4/22/10	2010	(\$52.78)	
108	009720.03	Tenant	(\$77.88)		4/30/14	2014	(\$77.88)	
109	009720.05	Owner	(\$66.31)		5/1/17	2017	(\$66.31)	
110	009790.02	Owner	(\$118.90)		1/6/17	2017	(\$118.90)	
111	009830.03	Tenant	(\$77.88)		2/4/05	2005	(\$77.88)	
112	010330.02	Owner	(\$0.66)		9/12/06	2006	(\$0.66)	
113	010400.02	Owner		\$43.68	7/25/14	2014	\$29.10	14.58
114	010540.03	Owner	(\$0.96)		5/19/06	2006	(\$0.96)	
115	010680.02	Tenant	(\$36.75)		5/13/04	2004	(\$36.75)	
116	011080.01	Owner	(\$0.85)		10/1/12	2012	(\$0.85)	
117	011200.05	Tenant	(\$76.38)		9/1/04	2004	(\$76.38)	
118	011200.06	Tenant	(\$76.63)		10/1/05	2005	(\$76.63)	
119	011230.05	Tenant	(\$34.37)		8/16/04	2004	(\$34.37)	
120	011290.01	Owner	(\$1.10)		10/1/17	2017	(\$1.10)	
121	011790.04	Tenant	(\$76.49)		4/30/07	2007	(\$76.49)	
122	011790.05	Owner	(\$0.62)		10/16/08	2008	(\$0.62)	

Water Sewer Accounts Receivable Write Off
RFD 072-2022 - Attachment

	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
123	011790.07	Tenant	(\$15.00)		5/3/10	2010	(\$15.00)	
124	011790.12	Tenant	(\$76.25)		4/13/13	2013	(\$76.25)	
125	011790.17	Tenant	(\$76.50)		7/1/18	2018	(\$76.50)	
126	011790.20	Tenant		\$39.46	4/29/22	2022	\$17.46	22
127	011910.06	Tenant	(\$0.59)		4/30/12	2012	(\$0.59)	
128	011910.10	Tenant	(\$21.76)		7/1/16	2016	(\$21.76)	
129	011970.01	Owner	(\$1.74)		9/7/07	2007	(\$1.74)	
130	012030.11	Owner		\$29.06	3/2/20	2020	\$12.06	17
131	012130.02	Owner		\$796.98	9/13/19	2019	\$427.21	369.77
132	012560.03	Tenant	(\$2.76)		12/3/07	2007	(\$2.76)	
133	012560.08	Tenant	(\$76.13)		10/13/17	2017	(\$76.13)	
134	012560.09	Tenant		\$16.05	2/22/18	2018	\$0.55	15.5
135	012560.11	Tenant		\$38.60	8/31/18	2018	\$21.80	16.8
136	012560.13	Tenant	(\$78.86)		9/30/19	2019	(\$78.86)	
137	012560.16	Owner		\$0.40	12/7/20	2020	\$0.00	0.4
138	012560.18	Tenant		\$18.17	9/14/22	2022	\$0.00	18.17
139	013020.03	Tenant		\$29.52	8/31/18	2018	\$18.77	10.75
140	013990.05	Owner	(\$3.00)		1/24/20	2020	(\$3.00)	
141	014010.06	Owner		\$43.55	6/30/16	2016	\$30.30	13.25
142	014040.04	Tenant	(\$77.25)		10/1/15	2015	(\$77.25)	
143	014040.05	Owner	(\$28.82)		11/25/15	2015	(\$28.82)	
144	014280.06	Tenant	(\$76.38)		8/1/08	2008	(\$76.38)	
145	014280.07	Tenant	(\$76.38)		7/31/09	2009	(\$76.38)	
146	014280.09	Tenant	(\$77.63)		4/30/14	2014	(\$77.63)	
147	014280.11	Tenant	(\$34.31)		11/24/14	2014	(\$34.31)	
148	014440.03	Owner	(\$0.20)		8/11/22	2022	(\$0.20)	
149	014640.01	Owner	(\$55.17)		10/26/21	2021	(\$55.17)	
150	015220.03	Owner	(\$0.55)		10/16/14	2014	(\$0.55)	
151	015220.05	Owner		\$36.69	11/13/20	2020	\$18.34	18.35
152	015590.04	Tenant	(\$76.63)		7/1/09	2009	(\$76.63)	
153	015590.06	Owner	(\$0.35)		8/31/10	2010	(\$0.35)	
154	015820.02	Owner		\$69.19	9/20/19	2019	\$51.24	17.95
155	016150.02	Owner	(\$11.18)		11/30/21	2021	(\$11.18)	
156	016190.10	Tenant	(\$76.88)		8/29/08	2008	(\$76.88)	
157	016370.03	Tenant	(\$79.38)		5/1/07	2007	(\$79.38)	
158	016370.04	Owner	(\$0.34)		7/1/07	2007	(\$0.34)	
159	016370.05	Tenant	(\$5.22)		3/20/09	2009	(\$5.22)	
160	016370.07	Tenant	(\$51.63)		4/17/12	2012	(\$51.63)	
161	016700.01	Owner	(\$0.42)		8/18/05	2005	(\$0.42)	
162	016700.02	Owner	(\$0.31)		10/29/08	2008	(\$0.31)	
163	016980.04	Tenant	(\$75.25)		9/2/03	2003	(\$75.25)	
164	016980.05	Tenant	(\$78.63)		12/15/05	2005	(\$78.63)	
165	016980.06	Tenant	(\$0.73)		3/1/06	2006	(\$0.73)	
166	016980.08	Tenant	(\$76.75)		7/25/07	2007	(\$76.75)	
167	016980.11	Tenant	(\$0.68)		8/30/11	2011	(\$0.68)	
168	017310.04	Tenant	(\$77.75)		7/15/05	2005	(\$77.75)	
169	017400.04	Tenant	(\$15.39)		11/19/04	2004	(\$15.39)	
170	017400.06	Tenant		\$32.90	11/3/08	2008	\$22.15	10.75
171	017400.07	Tenant	(\$89.86)		5/19/10	2010	(\$89.86)	
172	017400.09	Tenant	(\$76.13)		7/1/12	2012	(\$76.13)	
173	017400.13	Owner	(\$0.15)		8/1/14	2014	(\$0.15)	
174	017680.03	Owner	(\$0.10)		10/1/08	2008	(\$0.10)	
175	017960.06	Owner		\$47.08	11/15/21	2021	\$23.69	23.39
176	018000.01	Owner	(\$0.90)		9/30/14	2014	(\$0.90)	
177	018000.04	Tenant	(\$79.88)		7/1/18	2018	(\$79.88)	
178	018150.02	Owner		\$599.02	3/31/20	2020	\$311.82	287.2
179	018180.07	Tenant	(\$76.50)		5/1/06	2006	(\$76.50)	
180	018180.11	Tenant	(\$82.13)		1/1/15	2015	(\$82.13)	
181	018210.04	Tenant	(\$78.63)		1/14/11	2011	(\$78.63)	
182	018210.06	Owner	(\$0.01)		9/24/14	2014	(\$0.01)	
183	018340.01	Tenant	(\$41.53)		7/6/11	2011	(\$41.53)	

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	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
184	018500.06	Tenant	(\$75.38)		5/20/03	2003	(\$75.38)	
185	018500.08	Tenant	(\$75.75)		12/22/03	2003	(\$75.75)	
186	018570.02	Owner	(\$6.45)		7/14/10	2010	(\$6.45)	
187	018740.03	Tenant	(\$75.50)		6/26/03	2003	(\$75.50)	
188	018740.06	Tenant	(\$76.63)		6/29/17	2017	(\$76.63)	
189	018840.07	Tenant	(\$82.88)		7/29/11	2011	(\$82.88)	
190	018940.04	Tenant	(\$80.25)		8/29/06	2006	(\$80.25)	
191	018940.05	Tenant	(\$0.59)		8/31/07	2007	(\$0.59)	
192	018940.08	Tenant	(\$75.50)		8/1/08	2008	(\$75.50)	
193	018940.12	Tenant	(\$2.60)		12/18/18	2018	(\$2.60)	
194	019040.02	Owner	(\$0.44)		11/30/05	2005	(\$0.44)	
195	019040.04	Owner	(\$61.30)		1/1/08	2008	(\$61.30)	
196	019150.02	Tenant	(\$38.21)		6/29/06	2006	(\$38.21)	
197	019150.03	Owner	(\$1.51)		6/25/07	2007	(\$1.51)	
198	019150.04	Owner	(\$72.31)		7/1/08	2008	(\$57.26)	-15.05
199	019190.04	Owner	(\$0.55)		1/1/09	2009	(\$0.55)	
200	019260.02	Owner	(\$0.98)		11/30/11	2011	(\$0.98)	
201	019400.01	Owner	(\$0.73)		11/21/05	2005	(\$0.73)	
202	019470.03	Tenant	(\$76.50)		8/31/07	2007	(\$76.50)	
203	019570.01	Owner	(\$0.59)		7/16/07	2007	(\$0.59)	
204	019750.04	Tenant	(\$75.25)		4/22/03	2003	(\$75.25)	
205	019750.05	Tenant	(\$0.10)		9/14/11	2011	(\$0.10)	
206	019750.07	Tenant	(\$75.38)		6/29/12	2012	(\$75.38)	
207	019750.08	Tenant	(\$75.75)		12/6/12	2012	(\$75.75)	
208	019750.09	Tenant	(\$77.00)		12/19/13	2013	(\$77.00)	
209	019750.15	Owner		\$43.79	5/14/21	2021	\$21.79	22
210	019860.02	Tenant	(\$37.22)		8/7/07	2007	(\$37.22)	
211	019890.04	Tenant	(\$76.63)		4/30/04	2004	(\$76.63)	
212	019890.07	Tenant	(\$79.75)		5/11/09	2009	(\$79.75)	
213	019940.02	Tenant	(\$24.74)		6/3/05	2005	(\$24.74)	
214	019940.04	Tenant	(\$3.91)		12/17/07	2007	(\$3.91)	
215	019940.05	Tenant	(\$75.75)		6/30/08	2008	(\$75.75)	
216	019940.08	Tenant	(\$76.38)		8/2/10	2010	(\$76.38)	
217	019940.10	Tenant	(\$77.00)		7/23/12	2012	(\$77.00)	
218	019940.15	Tenant		\$43.05	4/5/16	2016	\$3.44	39.61
219	019950.04	Tenant	(\$78.00)		7/1/06	2006	(\$78.00)	
220	019950.08	Tenant	(\$0.01)		5/1/08	2008	(\$0.01)	
221	019950.10	Tenant	(\$76.25)		3/11/09	2009	(\$76.25)	
222	019950.11	Tenant	(\$22.15)		7/1/09	2009	(\$22.15)	
223	019960.02	Tenant	(\$37.92)		1/12/06	2006	(\$37.92)	
224	019960.04	Tenant	(\$0.60)		9/28/12	2012	(\$0.60)	
225	019960.07	Tenant	(\$0.21)		9/30/16	2016	(\$0.21)	
226	019980.03	Owner	(\$0.93)		9/16/08	2008	(\$0.93)	
227	019980.04	Tenant	(\$76.48)		4/24/09	2009	(\$76.48)	
228	019980.05	Owner	(\$0.03)		9/28/15	2015	(\$0.03)	
229	020120.21	Tenant	(\$78.42)		6/9/16	2016	(\$78.42)	
230	020120.25	Owner		\$40.34	5/14/21	2021	\$18.34	22
231	020170.05	Tenant	(\$76.00)		5/2/05	2005	(\$76.00)	
232	020170.06	Tenant	(\$0.74)		5/15/07	2007	(\$0.74)	
233	020180.05	Tenant	(\$0.37)		5/2/06	2006	(\$0.37)	
234	020180.06	Tenant	(\$76.38)		5/1/07	2007	(\$76.38)	
235	020190.05	Owner		\$51.30	3/6/20	2020	\$34.30	17
236	020240.02	Tenant	(\$77.75)		6/2/05	2005	(\$77.75)	
237	020480.03	Tenant	(\$75.00)		3/21/03	2003	(\$75.00)	
238	020500.03	Tenant	(\$77.00)		6/15/04	2004	(\$77.00)	
239	020500.08	Tenant	(\$19.68)		11/30/09	2009	(\$19.68)	
240	020560.01	Owner	(\$0.60)		7/1/10	2010	(\$0.60)	
241	020620.02	Tenant	(\$0.80)		6/27/03	2003	(\$0.80)	
242	020760.08	Owner		\$67.12	9/27/18	2018	\$50.32	16.8
243	020780.09	Tenant	(\$77.16)		9/15/09	2009	(\$77.16)	
244	020810.04	Tenant	(\$76.50)		4/30/04	2004	(\$76.50)	

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	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
245	020810.07	Tenant	(\$76.50)		5/1/07	2007	(\$76.50)	
246	020810.12	Tenant	(\$76.63)		4/30/13	2013	(\$76.63)	
247	020810.17	Tenant	(\$45.75)		6/30/18	2018	(\$45.75)	
248	020810.18	Tenant		\$32.62	10/1/19	2019	\$0.00	32.62
249	020850.01	Owner	(\$0.80)		9/2/08	2008	(\$0.80)	
250	020850.02	Tenant	(\$81.38)		12/3/12	2012	(\$81.38)	
251	020890.01	Tenant	(\$36.87)		7/30/04	2004	(\$36.87)	
252	020890.03	Tenant	(\$78.25)		10/31/07	2007	(\$78.25)	
253	020890.04	Tenant	(\$76.13)		5/30/08	2008	(\$76.13)	
254	020890.06	Tenant	(\$76.00)		1/30/09	2009	(\$76.00)	
255	020940.06	Tenant	(\$76.13)		9/3/02	2002	(\$76.13)	
256	020950.03	Tenant	(\$88.25)		9/15/10	2010	(\$88.25)	
257	020950.05	Tenant	(\$0.54)		8/30/11	2011	(\$0.54)	
258	020950.06	Tenant	(\$76.25)		7/3/12	2012	(\$76.25)	
259	020950.11	Tenant		\$33.74	10/31/17	2017	\$18.24	15.5
260	020980.05	Owner	(\$84.32)		8/1/14	2014	(\$84.32)	
261	021050.01	Owner		\$44.79	8/28/20	2020	\$26.79	18
262	021100.08	Tenant	(\$0.56)		5/1/07	2007	(\$0.56)	
263	021100.09	Tenant	(\$0.76)		5/1/08	2008	(\$0.76)	
264	021100.11	Tenant	(\$75.88)		6/8/10	2010	(\$75.88)	
265	021100.13	Tenant	(\$76.63)		4/22/13	2013	(\$76.63)	
266	021100.16	Tenant	(\$75.50)		8/20/15	2015	(\$75.50)	
267	021100.20	Tenant	(\$0.11)		5/1/18	2018	(\$0.11)	
268	021140.08	Tenant	(\$75.88)		1/1/13	2013	(\$75.88)	
269	021150.03	Tenant	(\$76.38)		5/15/08	2008	(\$76.38)	
270	021160.05	Tenant	(\$75.88)		9/30/03	2003	(\$75.88)	
271	021180.06	Tenant	(\$77.13)		6/6/10	2010	(\$77.13)	
272	021190.07	Tenant	(\$76.63)		7/2/08	2008	(\$76.63)	
273	021190.10	Tenant	(\$80.25)		6/6/14	2014	(\$80.25)	
274	021190.12	Tenant	(\$38.74)		5/3/19	2019	(\$38.74)	
275	021200.03	Owner	(\$0.64)		8/31/06	2006	(\$0.64)	
276	021200.05	Tenant	(\$78.38)		11/30/12	2012	(\$78.38)	
277	021200.07	Tenant	(\$48.92)		7/31/15	2015	(\$48.92)	
278	021210.02	Tenant	(\$79.13)		8/25/04	2004	(\$79.13)	
279	021210.05	Owner	(\$103.72)		4/30/18	2018	(\$103.72)	
280	021220.01	Tenant	(\$43.96)		7/8/11	2011	(\$43.96)	
281	021360.05	Tenant	(\$8.40)		4/1/02	2002	(\$8.40)	
282	021370.08	Tenant	(\$37.29)		8/2/11	2011	(\$37.29)	
283	021370.13	Tenant		\$17.03	4/29/16	2016	\$4.48	12.55
284	021370.14	Tenant	(\$10.81)		9/13/16	2016	(\$10.81)	
285	021370.16	Tenant		\$53.80	6/29/18	2018	\$37.80	16
286	021370.17	Owner		\$17.42	7/1/19	2019	\$0.42	17
287	021370.19	Tenant		\$65.72	4/12/22	2022	\$0.00	65.72
288	021450.06	Tenant	(\$76.50)		5/2/05	2005	(\$76.50)	
289	021450.07	Tenant	(\$76.50)		5/1/06	2006	(\$76.50)	
290	021460.09	Owner		\$75.71	6/7/21	2021	\$47.79	27.92
291	021470.05	Owner		\$67.39	6/7/21	2021	\$44.34	23.05
292	021530.02	Owner	(\$0.28)		7/15/16	2016	(\$0.28)	
293	021540.05	Tenant	(\$76.13)		4/30/04	2004	(\$76.13)	
294	021540.06	Tenant	(\$76.50)		5/11/05	2005	(\$76.50)	
295	021540.08	Tenant	(\$43.87)		4/28/08	2008	(\$43.87)	
296	021540.14	Tenant	(\$76.67)		4/30/12	2012	(\$76.67)	
297	021540.16	Tenant	(\$77.04)		4/30/15	2015	(\$77.04)	
298	021540.18	Tenant		\$60.57	4/30/18	2018	\$21.15	39.42
299	021560.03	Tenant	(\$75.38)		5/15/03	2003	(\$75.38)	
300	021560.04	Tenant	(\$76.13)		4/28/04	2004	(\$76.13)	
301	021560.07	Tenant	(\$76.63)		6/8/07	2007	(\$76.63)	
302	021580.03	Tenant	(\$75.63)		5/3/04	2004	(\$75.63)	
303	021600.06	Tenant	(\$62.29)		4/29/05	2005	(\$62.29)	
304	021600.08	Tenant	(\$0.50)		4/28/06	2006	(\$0.50)	
305	021600.13	Tenant	(\$76.33)		5/11/09	2009	(\$76.33)	

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306	021600.15	Tenant	(\$76.13)		3/26/10	2010	(\$76.13)	
307	021600.16	Tenant	(\$20.00)		7/7/11	2011	(\$20.00)	
308	021600.24	Tenant	(\$76.63)		4/29/16	2016	(\$76.63)	
309	021610.02	Tenant	(\$35.58)		6/27/03	2003	(\$35.58)	
310	021610.08	Tenant	(\$80.23)		4/11/11	2011	(\$80.23)	
311	021610.09	Tenant	(\$0.21)		7/29/11	2011	(\$0.21)	
312	021610.16	Tenant	(\$21.13)		8/28/17	2017	(\$21.13)	
313	021610.17	Tenant		\$37.02	10/31/17	2017	\$21.52	15.5
314	021620.07	Tenant	(\$77.50)		5/2/06	2006	(\$77.50)	
315	021620.08	Tenant	(\$1.40)		5/3/07	2007	(\$1.40)	
316	021620.15	Tenant	(\$18.33)		11/2/09	2009	(\$18.33)	
317	021620.18	Tenant	(\$76.25)		1/1/13	2013	(\$76.25)	
318	021630.07	Tenant	(\$77.06)		5/1/08	2008	(\$77.06)	
319	021630.08	Tenant	(\$76.87)		5/1/09	2009	(\$76.87)	
320	021630.12	Tenant	(\$75.88)		5/1/12	2012	(\$75.88)	
321	021630.13	Tenant		\$0.04	5/1/13	2013	\$0.00	0.04
322	021630.16	Tenant	(\$0.31)		5/30/16	2016	(\$0.31)	
323	021630.17	Tenant	(\$0.03)		12/31/16	2016	(\$0.03)	
324	021630.19	Tenant	(\$76.88)		4/30/18	2018	(\$76.88)	
325	021650.15	Tenant		\$5.38	12/14/15	2015	\$0.00	5.38
326	021660.07	Tenant	(\$0.05)		7/1/08	2008	(\$0.05)	
327	021670.05	Tenant	(\$77.88)		5/15/09	2009	(\$77.88)	
328	021690.02	Owner	(\$1.14)		10/1/12	2012	(\$1.14)	
329	021730.03	Tenant	(\$80.75)		4/1/07	2007	(\$80.75)	
330	021730.07	Tenant	(\$80.25)		1/1/13	2013	(\$80.25)	
331	021750.10	Tenant	(\$5.82)		6/30/09	2009	(\$5.82)	
332	021760.03	Owner	(\$0.04)		7/1/10	2010	(\$0.04)	
333	021770.06	Tenant	(\$76.50)		6/3/08	2008	(\$76.50)	
334	021770.10	Tenant	(\$82.00)		4/17/17	2017	(\$82.00)	
335	021770.12	Tenant	(\$0.70)		4/30/16	2016	(\$0.70)	
336	021780.05	Tenant	(\$76.25)		5/2/05	2005	(\$76.25)	
337	021780.07	Tenant	(\$78.00)		4/30/09	2009	(\$78.00)	
338	021780.11	Tenant	(\$77.50)		4/29/13	2013	(\$77.50)	
339	021780.14	Tenant	(\$123.19)		4/27/15	2015	(\$123.19)	
340	021780.15	Tenant	(\$0.05)		4/30/18	2018	(\$0.05)	
341	021790.06	Tenant	(\$76.50)		5/2/05	2005	(\$76.50)	
342	021790.09	Tenant	(\$76.38)		5/1/08	2008	(\$76.38)	
343	021790.10	Tenant	(\$76.38)		5/4/09	2009	(\$76.38)	
344	021790.12	Tenant	(\$12.10)		4/29/11	2011	(\$12.10)	
345	021790.15	Tenant	(\$76.63)		4/30/13	2013	(\$76.63)	
346	021790.17	Tenant	(\$44.89)		5/1/17	2017	(\$44.89)	
347	021800.04	Tenant	(\$76.75)		5/3/04	2004	(\$76.75)	
348	021800.07	Tenant	(\$79.38)		5/1/07	2007	(\$79.38)	
349	021800.08	Tenant	(\$76.50)		4/28/08	2008	(\$76.50)	
350	021800.09	Tenant	(\$76.63)		7/3/09	2009	(\$76.63)	
351	021810.05	Tenant	(\$76.25)		4/29/05	2005	(\$76.25)	
352	021810.06	Tenant	(\$78.13)		4/30/07	2007	(\$78.13)	
353	021810.07	Tenant	(\$76.72)		5/1/08	2008	(\$76.72)	
354	021810.13	Tenant	(\$76.14)		4/30/13	2013	(\$76.14)	
355	021810.15	Tenant	(\$130.90)		5/1/15	2015	(\$130.90)	
356	021820.05	Tenant	(\$77.88)		5/1/07	2007	(\$77.88)	
357	021820.08	Tenant	(\$76.00)		5/1/09	2009	(\$76.00)	
358	021820.12	Tenant	(\$76.80)		5/1/13	2013	(\$76.80)	
359	021820.13	Tenant	(\$78.13)		4/28/15	2015	(\$78.13)	
360	021910.05	Tenant	(\$34.32)		9/6/16	2016	(\$34.32)	
361	021910.06	Tenant		\$2.57	2/22/18	2018	\$2.57	
362	021910.08	Tenant	(\$37.74)		6/2/20	2020	(\$37.74)	
363	021970.06	Tenant	(\$77.75)		6/9/05	2005	(\$77.75)	
364	021970.08	Tenant	(\$0.99)		4/29/06	2006	(\$0.99)	
365	021970.10	Tenant	(\$0.10)		4/10/07	2007	(\$0.10)	
366	021970.11	Tenant	(\$85.00)		12/23/13	2013	(\$85.00)	

Water Sewer Accounts Receivable Write Off
RFD 072-2022 - Attachment

	Account	Tenant/Owner	Credit on Account	Debit on Account	Date of Final Bill	Year	Water	Sewer
367	021970.13	Tenant	(\$0.17)		6/30/18	2018	(\$0.17)	
368	022020.04	Tenant	(\$75.50)		8/8/03	2003	(\$75.50)	
369	022020.07	Tenant	(\$0.84)		4/27/07	2007	(\$0.84)	
370	022020.08	Tenant	(\$12.63)		5/4/09	2009	(\$12.63)	
371	022020.10	Tenant	(\$76.13)		3/31/12	2012	(\$76.13)	
372	022020.12	Tenant		\$87.33	4/30/14	2014	\$87.33	
373	022020.16	Tenant	(\$76.63)		4/30/18	2018	(\$76.63)	
374	022570.05	Owner	(\$0.91)		9/4/08	2008	(\$0.91)	
375	022620.03	Owner		\$84.02	6/10/19	2019	\$55.30	28.72
376	022630.02	Tenant	(\$77.75)		3/12/08	2008	(\$77.75)	
377	022640.03	Tenant	(\$31.32)		4/1/09	2009	(\$31.32)	
378	022710.05	Tenant	(\$78.88)		4/1/08	2008	(\$78.88)	
379	022830.04	Owner	(\$39.70)		11/8/21	2021	(\$39.70)	
380	022830.08	Tenant	(\$0.52)		8/12/21	2021	(\$0.52)	
381	022900.02	Tenant	(\$92.00)		7/1/14	2014	(\$92.00)	
382	022960.02	Owner	(\$0.45)		6/16/16	2016	(\$0.45)	
383	023090.01	Tenant	(\$75.63)		7/31/03	2003	(\$75.63)	
384	023180.01	Owner	(\$0.46)		3/15/06	2006	(\$0.46)	
385	023200.01	Owner	(\$39.43)		2/10/10	2010	(\$39.43)	
386	023290.01	Owner	(\$0.67)		11/18/11	2011	(\$0.67)	
387	023430.01	Owner	(\$0.53)		8/29/06	2006	(\$0.53)	
388	023450.03	Tenant	(\$76.00)		4/28/08	2008	(\$76.00)	
389	023470.03	Owner	(\$0.60)		10/1/09	2009	(\$0.60)	
390	023480.04	Tenant	(\$76.13)		5/16/17	2017	(\$76.13)	
391	023480.05	Owner	(\$0.62)		6/26/17	2017	(\$0.62)	
392	023500.01	Owner	(\$54.88)		12/14/05	2005	(\$54.88)	
393	023510.03	Tenant	(\$83.13)		10/31/19	2019	(\$83.13)	
394	023514.02	Tenant	(\$0.84)		10/31/19	2019	(\$0.84)	
395	023517.03	Tenant	(\$77.88)		3/2/17	2017	(\$77.88)	
396	023519.01	Owner	(\$0.16)		4/30/07	2007	(\$0.16)	
397	023527.02	Owner	(\$61.12)		10/1/09	2009	(\$61.12)	
398	023527.03	Tenant	(\$79.38)		7/23/12	2012	(\$79.38)	
399	023527.04	Tenant	(\$0.21)		7/31/13	2013	(\$0.21)	
400	023527.05	Tenant	(\$77.88)		6/30/15	2015	(\$77.88)	
401	023528.01	Owner	(\$45.69)		1/1/08	2008	(\$45.69)	
402	023532.03	Owner	(\$0.27)		4/15/16	2016	(\$0.27)	
403	023542.01	Owner	(\$783.99)		8/10/10	2010	(\$783.99)	
404	023544.01	Owner	(\$0.50)		8/23/10	2010	(\$0.50)	
405	023545.03	Owner	(\$0.54)		6/18/15	2015	(\$0.54)	
406	023548.03	Tenant	(\$35.80)		3/31/19	2019	(\$35.80)	
407	023548.05	Tenant	(\$1.65)		10/13/20	2020	(\$1.65)	
408	023549.05	Tenant	(\$78.13)		4/28/17	2017	(\$78.13)	
409	023556.01	Tenant	(\$0.55)		4/30/13	2013	(\$0.55)	
410	023556.03	Tenant	(\$76.13)		4/30/13	2013	(\$76.13)	
411	023560.02	Owner		\$68.14	10/1/19	2019	\$51.14	17
412	023567.06	Tenant	(\$77.75)		7/28/17	2017	(\$77.75)	
413	023581.03	Tenant		\$11.85	7/1/13	2013	\$0.00	11.85
414	023603.01	Owner	(\$44.87)		7/11/13	2013	(\$44.87)	
415	023608.01	Tenant	(\$79.25)		4/26/16	2016	(\$79.25)	
416	023611.01	Owner	(\$42.40)		10/11/13	2013	(\$42.40)	
417	023612.02	Owner	(\$4.15)		9/19/13	2013	(\$4.15)	
418	023629.01	Owner	(\$4.64)		9/19/13	2013	(\$4.64)	
419	023642.01	Owner	(\$0.10)		8/31/21	2021	(\$0.10)	
	-----	\$0.00	(\$17,025.47)	\$4,109.37			(\$14,752.91)	\$1,836.81
			(\$47.56)	\$67.37				
			358	61				

REQUEST FOR DECISION 025-2023 (DA #2022-002)
Development Agreement Amendment Proposal

Gaspereau Avenue PID 55274591

Date: May 2nd, 2023

Department: Planning & Development



SUMMARY

215-223 Gaspereau Avenue (PID 55274591)

Development Agreement Amendment Application

For Committee of the Whole to consider the PAC recommendation regarding the draft development agreement amendment for Gaspereau Avenue (PID 55274591) to build two additional 2-storey buildings with ten dwelling units each.

PAC Motion (September 9th, 2022):

MOTION:

THAT THE PLANNING ADVISORY COMMITTEE PROVIDE A POSITIVE RECOMMENDATION TO COUNCIL FOR THE DRAFT DEVELOPMENT AGREEMENT AMENDMENT FOR PID 55274591 AND THAT IT BE FORWARDED TO COUNCIL FOR INITIAL CONSIDERATION.

CARRIED

DRAFT MOTION:

THAT COMMITTEE OF THE WHOLE RECOMMEND THAT DEVELOPMENT AGREEMENT AMENDMENTS FOR 213-223 GASPÉREAU AVENUE (PID 55274591) BE FORWARDED TO A PUBLIC HEARING.

REQUEST FOR DECISION 025-2023 (DA #2022-002)
Development Agreement Amendment Proposal

Gaspereau Avenue PID 55274591

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1) ACTING CAO COMMENTS

The CAO supports the recommendation of Staff. This will allow this item to proceed to the next phase for a Public Hearing.

2) LEGISLATIVE AUTHORITY

The *Municipal Government Act* and Municipal Planning Strategy establishes the ability to enter into development agreements.

3) STAFF RECOMMENDATION

Staff considers the application consistent with the relevant policies of the Municipal Planning Strategy (MPS) and recommends that it be forwarded to a Public Hearing.

4) REFERENCES AND ATTACHMENTS

- Attachment 1: Draft Amending Development Agreement
- Attachment 2: Letter from Developer
- Reference: September 8, 2022 PAC Report – found [here](#)

5) DISCUSSION

This application went to Planning Advisory Committee on September 8th, 2022. Since that meeting, the Applicant has made changes to the planning application based on feedback from the PAC, as well as business-based decisions. A letter from the Applicant outlining challenges currently being faced by builders can be viewed in Attachment 2. The application that went to September Planning Advisory Committee included a third building with ground level commercial and 2nd and 3rd storey residential units. This building has been removed from the plans and requirements for a sidewalk to be built at the developers' expense along a section of Gaspereau Avenue have been agreed to as outlined in the Draft Development Agreement Amendment.

The Applicant is now seeking to build an additional 20 dwelling units across two townhouses on the site. Images 1 and 2 show the updated site plan and landscape plan with two proposed buildings (phase 3) located at the rear (east side) of the property. The Planning Advisory Committee has reviewed the application and provided positive recommendations provided the existing landscaping be completed before further development occurs, and that the developer commits to constructing a sidewalk along the Gaspereau Avenue Street front. See referenced PAC Staff report for additional details. Staff have worked with the applicant and sought legal advice to determine the best course of action to ensure the

REQUEST FOR DECISION 025-2023 (DA #2022-002)
Development Agreement Amendment Proposal

Gaspereau Avenue PID 55274591

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landscaping is completed in a timely manner while not creating a hinderance to development. As a result, the Applicant is required, as stated in the Draft Development Agreement Amendment to complete landscaping as shown in the landscape plan within 1 year of the issuing of occupancy permits for phase 3. Given that the construction of phase 3 will require large trucks traveling in and out of the site which may damage landscaping, it is of Staff and legal opinion to provide the Applicant with 1 year following the issuing of occupancy permits for phase 3 to complete landscaping.

The Applicant has agreed to make certain changes to the landscaping based on Planning Advisory Committee's request. These changes include relocating the garbage shed to the southwest corner of the parking area to reduce unsightliness, paving of the driveway, and finishing the exteriors of all buildings.

In response to concerns for walkability and pedestrian safety, the Applicant has agreed to have the Town construct a sidewalk along Gaspereau Avenue at the Applicant's expense, shown below:



REQUEST FOR DECISION 025-2023 (DA #2022-002)
Development Agreement Amendment Proposal

Gaspereau Avenue PID 55274591
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Image 1. Location of sidewalk to be constructed along a section of Gaspereau Avenue.

A .25 acre piece of land along Gaspereau Ave formerly known as Old Gaspereau Road, will be given to the Applicant as part of the old right-of-way; however, an easement is required on this piece of land to ensure the Town can access underground infrastructure at this site. As such, the Applicant is not permitted to construct buildings along the easement and will be responsible for paving expenses should the Town be required to dig to access underground infrastructure. Neighboring property (225 Gaspereau Avenue) has also been given a piece of land as it is the last remaining piece of the Old Gaspereau Road. Closure of the Old Gaspereau Road is being completed in accordance with the Bylaw to Close Old Gaspereau Avenue Road Right-of-Way.

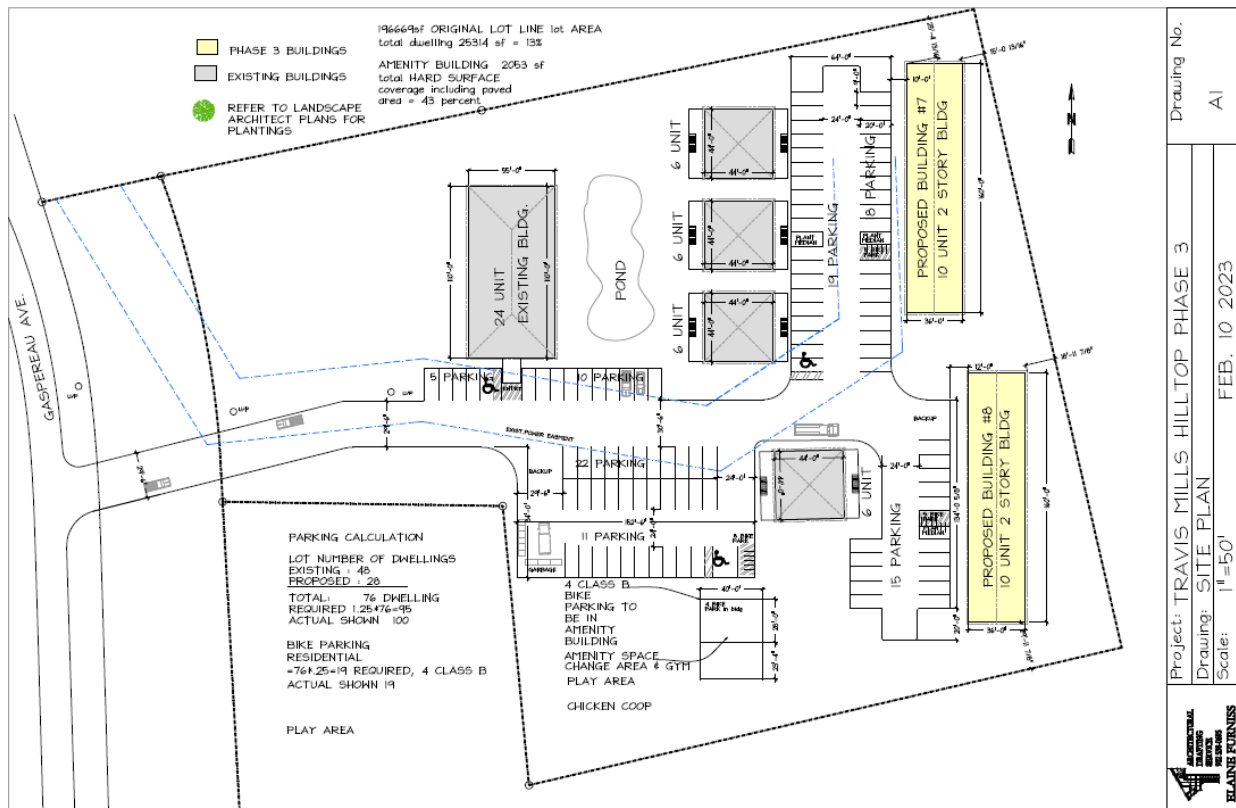


Image 2. Updated site plan with two 10-unit 2-storey buildings.

REQUEST FOR DECISION 025-2023 (DA #2022-002)
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Gaspereau Avenue PID 55274591
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Image 3. Updated landscape plan.

FINANCIAL IMPLICATIONS

None

6) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Full policy review provided in the referenced PAC Staff Report.

7) COMMUNICATION REQUIREMENTS

If approved, a public hearing will require advertising and direct mail to residents.

For past communications regarding the application, see referenced Planning Advisory Committee report.

REQUEST FOR DECISION 025-2023 (DA #2022-002)
Development Agreement Amendment Proposal

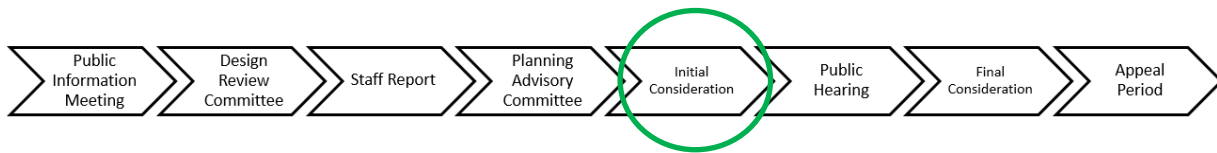
Gaspereau Avenue PID 55274591

Date: May 2nd, 2023

Department: Planning & Development



The next step in the Development Agreement Amendment application process is for the application to go forward to a public hearing, which has tentatively been planned for the evening of the June Council meeting. This step provides the opportunity for Council to hear directly from the public regarding the proposal. Notification of the public hearing will be mailed to neighbouring property owners, ads will be placed in the newspaper, and information posted to the Town’s website and social media. The existing sign will remain placed on the property indicating the property is subject to a planning application. Following the public hearing, Council will then give consideration to the development agreement amendment.



ALTERNATIVES

1. COTW forwards the application to Council to refer the application to the Planning Advisory Committee with specific direction or questions for consideration.
2. COTW forwards the application to Council with a recommendation to reject the application.

Hilltop on Gaspereau Ave, Phase 3 Project Justification and Talking Points

1. Building has become a challenge. Many of the mature developers and builders are choosing to wait out this period of instability. Over the past 3 years, due largely to Covid, my income has gone down yet my working hours and stress have only risen.
 1. **The cost of materials** has gone up nearly 100%.
 2. **Supply chain interruptions** are unpredictable and just-in-time delivery is a thing of the past.
 3. **Interest rates have risen** and when a project is running \$50k/month in interest alone, waiting a month for a metal beam or a window order can destroy all profits or worse bankrupt the project.
 4. **Debt payments for mortgages** have doubled making operating costs so high that rent is being raised where possible to avoid cash flow losses. This hurts renters.
 5. **Labour shortages** never before seen have made it extremely hard to get anything done. Every single profession is struggling with this from surveying to porta potty cleaning.
 6. **Government taxes** have risen for builders. Required HST payments have dramatically increased making the end of a project so stressful it makes one want to stop.
2. I call myself a community based developer/builder. I live, work and care about the areas I build in. I have raised my kids here. I was born here. I was raised and continue to live as working class. This gives me a unique perspective on the struggles and realities faced by average working people. My motivations lie in helping to create reasonable housing in the community.
3. I am loyal to my workers and as such I aspire to create a healthy local workforce who share my dreams and goals of creating meaningful housing right here. We ensure the inclusion of skill building in our mandate. Unlike others, who attempt to remove the prideful components of manual labour, I try to include many components to the trade that will empower people. Examples of this is that we currently set all our own custom tile (including showers), fabricate and install our own granite countertops, form and install our own metal siding panels and build and install our own cabinetry and vanities.

Draft AMENDING Development Agreement (pending legal review)

This **Amending Development Agreement** is made this _____ day of XXXX, 2023.

BETWEEN:

TRAVIS MILLS

(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

TOWN OF WOLFFVILLE

A municipal body corporate,
(Hereinafter called the “Town”)

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement dated March 25, 2019 and filed at the Registry of Deeds office in Kings County, Nova Scotia as document number 114371322 on April 26, 2019 (Phase 1 and 2).

AND WHEREAS the Developer has requested that the Town enter into an Amending Development Agreement (Phase 3) relating to the use and development of the Lands (PID 55496426) pursuant to the existing development agreement encompassing the Lands, provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;

AND WHEREAS a condition of granting approval for the development of the Lands is that the parties enter into this Amending Development Agreement;

AND WHEREAS the Town Council of the Town, at its meeting on DD/MM/YYY approved entering into this Development Agreement Amendment to permit the development of the two 10-unit multiple unit residential buildings on the Lands, subject to the registered owner of the Lands entering into this Development Agreement Amendment;

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

1. Schedules

The following schedules form part of this Amending Development Agreement:

Schedule "A" – Legal Parcel Description of Lands

Schedule "B" – Site / Landscape Plan

Schedule "C" – Architectural Design

2. Definitions

2.1 In this Amending Development Agreement:

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

"Developer" means the owner(s) of the lands, their heirs, successors, assigns, and all subsequent owners of the lands.

"Development" means two multiple unit residential buildings with 10 dwelling units each and one mixed use commercial and residential building with 8 dwelling units and ground floor commercial space.

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

"Engineer" means the Engineer appointed by the Town of Wolfville under the provisions of the *Municipal Government Act*.

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

"Lands" means the real property in the Town of Wolfville owned by the Developer, PID 55274591, and as described in Schedule "A".

"Land Use By-Law" means the Land Use By-Law of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Amending Development Agreement Amendment, it is the Land Use By-Law adopted by Council on June 30th, 2020, and recorded at the Kentville Land Registry Office on November 6, 2008, as Document Number 92078600.

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

“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Amending Development Agreement, it is the Municipal Planning Strategy adopted by Council on June 30th, 2020, and recorded at the Kentville Registry of Deeds Office on November 6, 2008, as Document Number 92078543.

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

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

3. Relevance of Planning Documents and Other Regulations

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

4. Background

The developer wishes to amend the existing Development Agreement DA 2018-008 to include an additional .25 acres of land and build two 2 storey buildings with ten dwelling units each (phase 3) as shown on Schedule B Landscape Plan.

5. Terms

5.1 Development Conditions

5.1.1 Permits and Approvals

- 5.1.1.1** This Development Agreement Amendment allows the Developer to obtain development permits, other permits, and permissions to allow uses permitted by this Agreement.

- 5.1.1.2** The Developer shall be responsible for obtaining all necessary permits and approvals required by law for the Development, including but not limited to development permits, building permits, and any approvals required from the Province of Nova Scotia.
- 5.1.1.3** Obligations or other requirements in this Development Agreement Amendment are those of the Developer, unless otherwise specified.
- 5.1.1.4** No occupancy permit shall be granted for this phase of the Development until all provisions of this agreement are met.

5.1.2 Land Use

- 5.1.2.1** The following uses are permitted:
 - (a)** Two two-storey multiple unit residential townhomes with 10 dwelling units each and any other as-of-right uses permitted in the corresponding zone of the Land Use By-law, as amended from time to time.
 - (b)** Any accessory buildings or uses permitted by the Land Use Bylaw.

5.1.3 Landscaping & Site Requirements

- 5.1.3.1** The Development shall conform to the zone standards of the Land Use By-law for areas zoned Medium Density Residential (R-3), except as otherwise established by this Agreement.
- 5.1.3.2** All Development shall occur on the Lands.
- 5.1.3.3** Development on the Lands shall be built generally in accordance with the Site Plan and Specifications of Schedule "B". Landscaping or accessory building requirements as shown in Schedule "B" may be varied to accommodate locations, varieties of plants, and other minor details.
- 5.1.3.4** The Developer shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.
- 5.1.3.5** Storm water runoff from the Lands shall not be directed onto adjacent properties unless permission is obtained from the adjacent property owner for the direction of such storm water runoff. A storm water drainage plan addressing storm water runoff as well as sediment controls

during construction shall be submitted to and approved by the Town Engineer prior to the commencement of construction.

- 5.1.3.6** No parking shall be permitted on non-hard surfaced areas of the site.
- 5.1.3.7** The Developer shall provide adequate off-street parking as required in the Land Use Bylaw.
- 5.1.3.8** The Developer shall provide adequate electrical infrastructure to the parking area to accommodate a minimum of 5 Level 1 electric vehicle charging stations.
- 5.1.3.9** The Town shall construct a sidewalk on the eastern side of Gaspereau Avenue from the corner of Pleasant Street and Gaspereau Avenue to the northwest corner of the driveway access to PID 55274591, up to \$125,000, the costs of which shall be recovered from the developer.
- 5.1.3.10** Landscaping in accordance with Schedule B Landscape Plan shall be completed within 1 year after issuing occupancy permits for Phase 3.
- 5.1.3.11** The recreational building and outdoor play area as depicted in the plans, will be completed within a timeframe of 1 year from the time that occupancy permits are issued for phase three as per the landscape plan (Schedule B).
- 5.1.3.12** The Developer shall pave the driveway.
- 5.1.3.13** The garbage storage facility shall be located in the southwest corner parking area.

5.1.4 Municipal Services

- 5.1.4.1** The parties agree that municipal sanitary sewer and water services are available.
- 5.1.4.2** The Town makes no warranties, guarantees or claims as to the adequacy of the Town's water supply to provide the recommended Fire Flow amounts for protection of the building from fire. The Developer shall satisfy itself that the available fire flows are satisfactory to meet its needs.

5.1.5 Refuse Storage and Utility Equipment

5.1.5.1 Refuse, compost, recyclables, and other similar matters shall be stored within the building(s), or within accessory structures or containers pursuant to the requirements of the Land Use Bylaw, Valley Region Solid Waste-Resource Management By-Law, and other applicable regulations.

5.1.5.2 Utility equipment such as mechanical and electrical equipment shall be visually screened by fencing or landscaping.

5.1.6 General Maintenance and Operation

5.1.6.1 Buildings, landscaping, and other related features shall be maintained in good condition, pursuant to the Town’s Property Minimum Standards By-law.

5.1.7 Architecture

5.1.7.1 The developer shall build the two (2) new residential building with roof lines, windows and front entries, generally as illustrated in Schedule “C”, Architectural Design.

5.1.8 Timing

5.1.8.1 This Development Agreement Amendment shall be deemed to be in effect on the day the Agreement is registered in the registry as per section 228(3) of the MGA. Unless otherwise specified, all time requirements imposed in this Development Agreement Amendment shall be calculated from that date, the effective date.

5.1.8.2 All development enabled by this agreement shall be completed within three (3) years. Upon failure to meet this timing requirement, the Town may discharge this Development Agreement Amendment without the consent of the Developer or Tenant.

5.1.9 Amendment

5.1.9.1 With the exception of matters which the Town and the Developer do not consider to be substantive, the amendment of any other matter in this Development Agreement can only be made under the provisions of Section 230 of the MGA, including the holding of a Public Hearing.

- 5.1.9.2** Following are matters in this Development Agreement Amendment which the Town and the Developer do not consider to be substantive:
- (a) The requirements for completion imposed by section 5.1.8.2.

5.1.10 Expenses

- 5.1.10.1** The Developer shall pay all costs and expenses incurred by the Town related to this Development Agreement Amendment.

5.1.11 Liability

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

5.1.12 Default

- 5.1.12.1** If the Developer fails to comply with or breaches any of the terms of this Development Agreement Amendment or any legislation applicable to this Development Agreement Amendment, the Town, at its sole option, may:
- (a) after 30 days notice in writing to the Developer, enter the lands and perform any obligation with which the Developer has failed to comply; or
 - (b) Terminate this Development Agreement Amendment; or
 - (c) Take no action.
- 5.1.12.2** Any election by the Town to take no action on a breach of this Development Agreement Amendment by the Developer shall not bar the Town from exercising its rights under this Development Agreement Amendment on any other breach.
- 5.1.12.3** Any expenses incurred by the Town in exercising its rights under section 5.1.12.1, shall be paid by the Developer to the Town. Any expenses arising out of the entry of the Lands and performance of the obligations may be recovered by the Town from the Developer by direct suit and shall

form a charge upon the Lands. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest costs shall be treated as an expense.

5.1.12.4 For any work conducted by the Town in accordance with 5.1.12.1 the Town shall be considered a contractor and the Developer shall continue to be liable in accordance with 5.1.11.1.

6. Administration

The Development Officer administers this Agreement. His/Her decision is final and binding on all parties.

7. Warranties by the Developer

7.1 Title and Authority

7.1.1 The Developer warrants as follows:

- (a)** The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign this Development Agreement Amendment to validly bind the Lands.
- (b)** The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement Amendment.

8. Full Agreement

8.1 Other Agreements

- 8.1.1** This Development Agreement Amendment constitutes the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.
- 8.1.2** This Development Agreement Amendment shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

9. Notice

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

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

and if to the Developer:

Travis Mills

Mailing address

10. Headings

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

11. Binding Effect

This Development Agreement Amendment shall ensure to the benefit of and be binding upon the parties to this Development Agreement Amendment, their respective successors, administrators, and assigns.

12. Execution

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

SIGNED AND DELIVERED

In the presence of:

) TOWN OF WOLFVILLE

)

)

) By _____

)

MAYOR

)

Witness)
)
) By _____
 SIGNED AND DELIVERED) TOWN CLERK
 In the presence of:)
)
)
 _____) By _____
) Travis Mills
 Witness)
)
) By _____
) Travis Mills

CANADA
 PROVINCE OF NOVA SCOTIA
 COUNTY OF KINGS

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

 A Commissioner of the Supreme Court of Nova Scotia

CANADA
 PROVINCE OF NOVA SCOTIA
 COUNTY OF KINGS

I certify that on _____, 2019, _____ a witness to this agreement came before me, made oath, and swore that **Travis Mills** the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

Schedule "A" – Property Description

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

ALL that certain lot or parcel of land and premises situated in Wolfville aforesaid, and bounded and described as follows:

BOUNDED on the west by the highway leading from Wolfville to Gaspereaux, on the north by lands formerly of J.B. Davison, now of Mrs. Christine Lyman, on the east by lands formerly of Arthur Wallace and Samuel Moore, and on the south by lands formerly of E. Percy Brown, now of the estate of the late Ernest Eagles, containing ten acres more or less, the same being all the lands conveyed to Allen Trueman McConnell by Hendrick Vanzooost and Feikje Reitsma Vavzooost by Deed dated the 17th day of November A.D. 1913 and recorded in the Registry of Deeds Office for Kings County in Book No. 109, Page 452.

SAVING and excepting all that certain lands, situate, lying and being at or near the District of Wolfville, in the County of Kings, Province of Nova Scotia, a portion of which is more particularly bounded and described as follows:

BEGINNING at the point of intersection of the boundary between the lands of the Releasors and those now or formerly of Doris Reid with the Southeastern boundary of the existing old Gaspereau Avenue so-called and 33 feet perpendicularly distance from the centre line thereof;

THENCE in a Northeasterly direction following the several courses of the last mentioned old road boundary a distance of 98 feet, more or less, or until it meets the Northeastern boundary of Trunk Highway #101 so-called a controlled access highway section leading from Norton Bridge to Highland Avenue and 100 feet perpendicularly distant from the centre line of construction thereof;

THENCE in a Southeasterly direction parallel to the said centre line a distance of 625 feet, more or less, or until it meets the boundary between the lands of the Releasors and those now or formerly of Allison Rockwell;

THENCE in a Southwesterly direction following the alignment of the last mentioned boundary a distance of 160 feet, more or less, or until it meets the aforesaid boundary between the lands of the Releasors and those now or formerly of Doris Reid;

THENCE in a Northwesterly direction following the alignment of the last mentioned boundary a distance of 645 feet, more or less, to the point of beginning;

THE above described parcel of land is shown outlined in red on the annexed plan and contains 1.58 acres, more or less;

THE same being the lands expropriated by Her Majesty the Queen, in the right of Her Province of Nova Scotia, as confirmed by a Deed of Release executed by Elmer Kinnie and Blanche Kinnie on the 14th day of April, 1970.

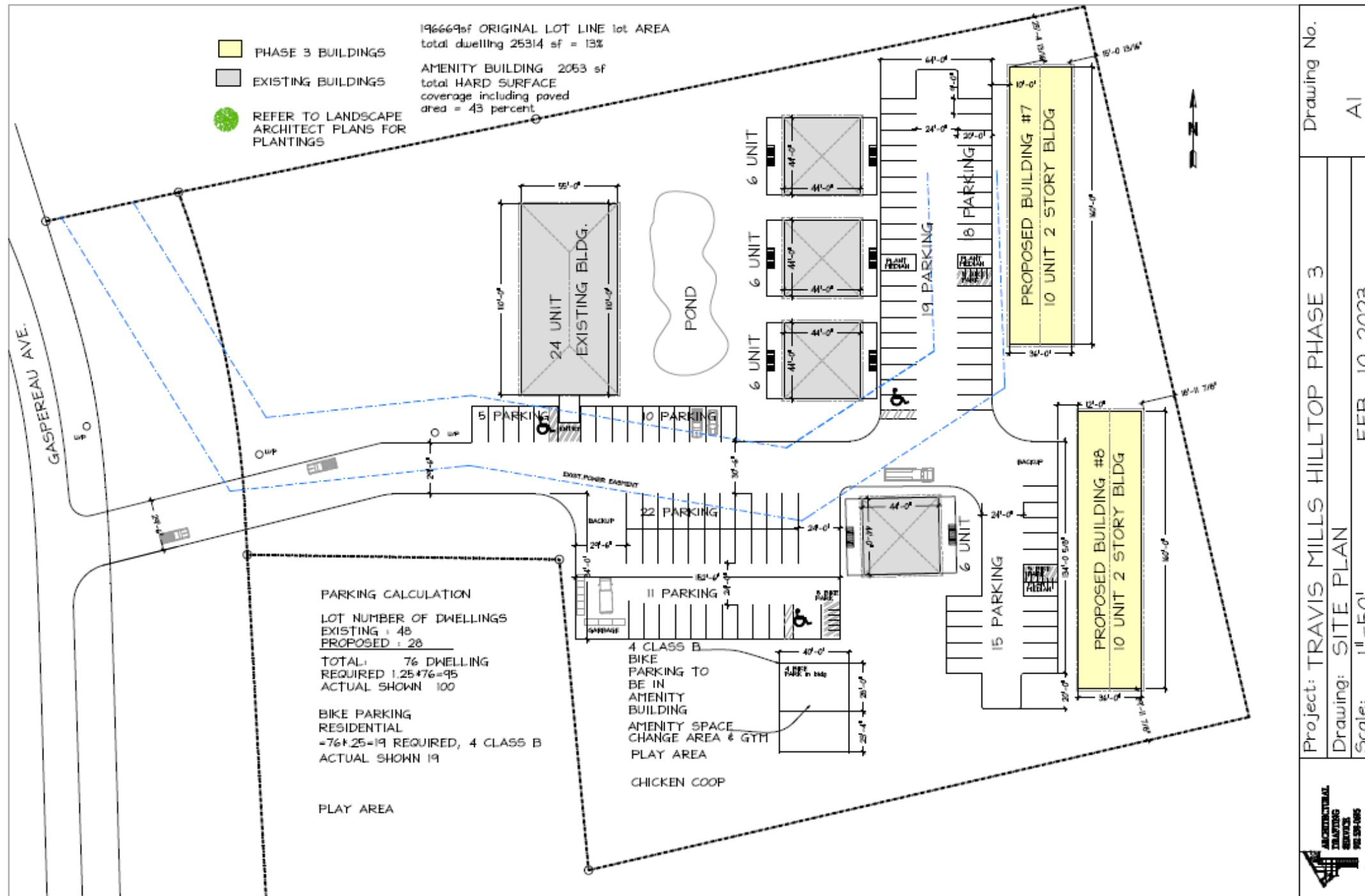
BEING AND INTENDED TO BE the same lands conveyed by Elmer B. Kinnie, Grantor and Blanche Lillian Kinnie to Elmer B. Kinnie and Blanche Lillian Kinnie, as Joint Tenants, by Deed dated the 22nd day of March, 1988 and recorded in the Kings County Registry Office in Book 731 at Page 334.

EXCEPTING THEREOUT AND THEREFROM Lot K.W.-1 as depicted on Plan of Subdivision of lands of the heirs of Blanche Lillian Kinnie prepared by Cyr Surveys, Plan No. S-2-95074, dated July 31st, 1995, and filed in the Registry of Deeds at Kentville, as P-10023, Lot K.W.-1 having been sold to Donald Mark Grover Webster and Janet Ruth Webster by deed dated 10 August, 1995.

CERTIFICATE OF REGISTRAR

Schedule "B" Site and Landscaping Plan

Site Plan



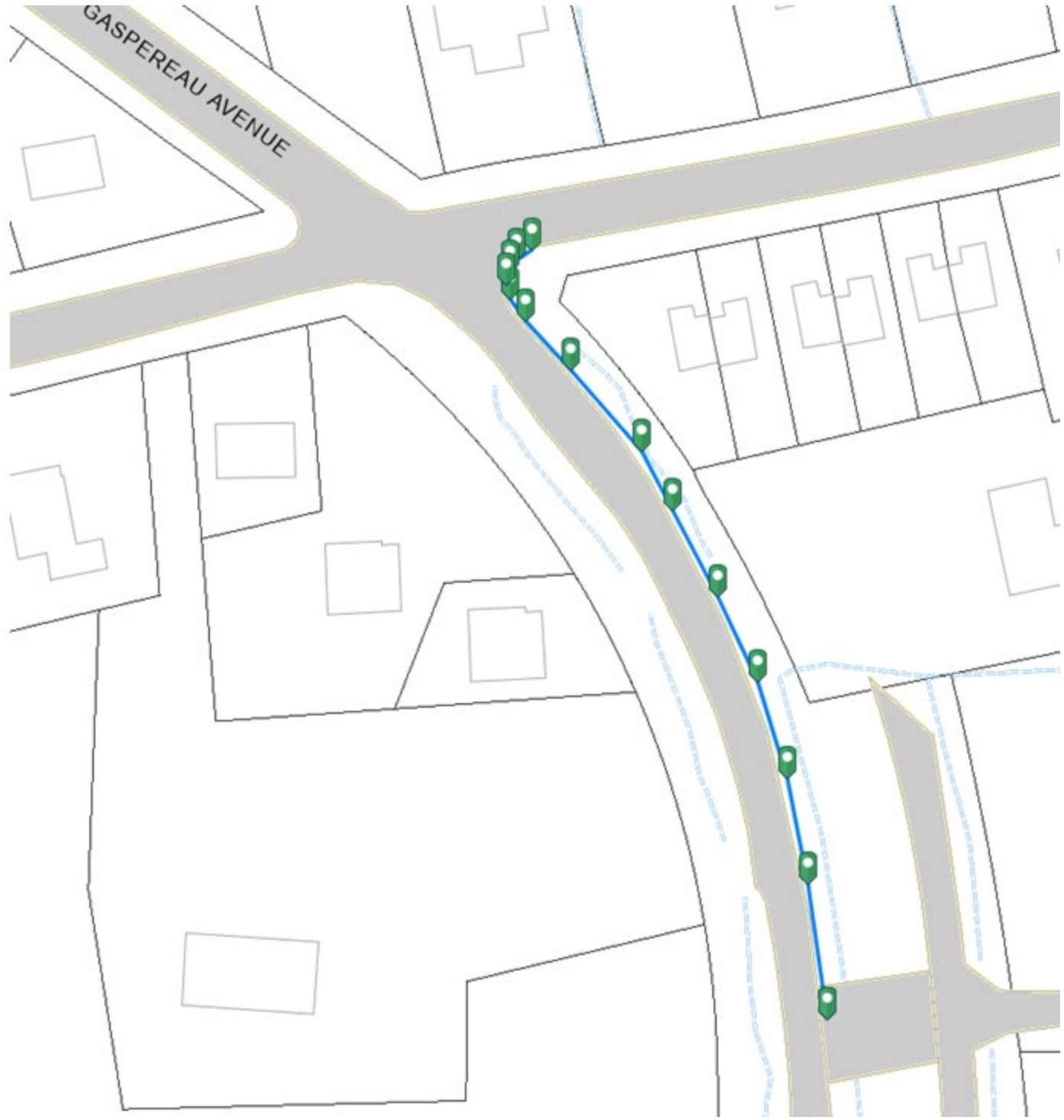
<p>ARCHITECTURAL DRAFTING SERVICES INC.</p> <p>ELAINE FURNESS</p>	Project: TRAVIS MILLS HILLTOP PHASE 3	Drawing No.
	Drawing: SITE PLAN	AI
	Scale: 1"=50'	FEB. 10 2023

Landscape Plan



HILLTOP PHASE 3
 LANDSCAPE CONCEPT PLAN
 JOY EUWOTT DESIGN

Sidewalk

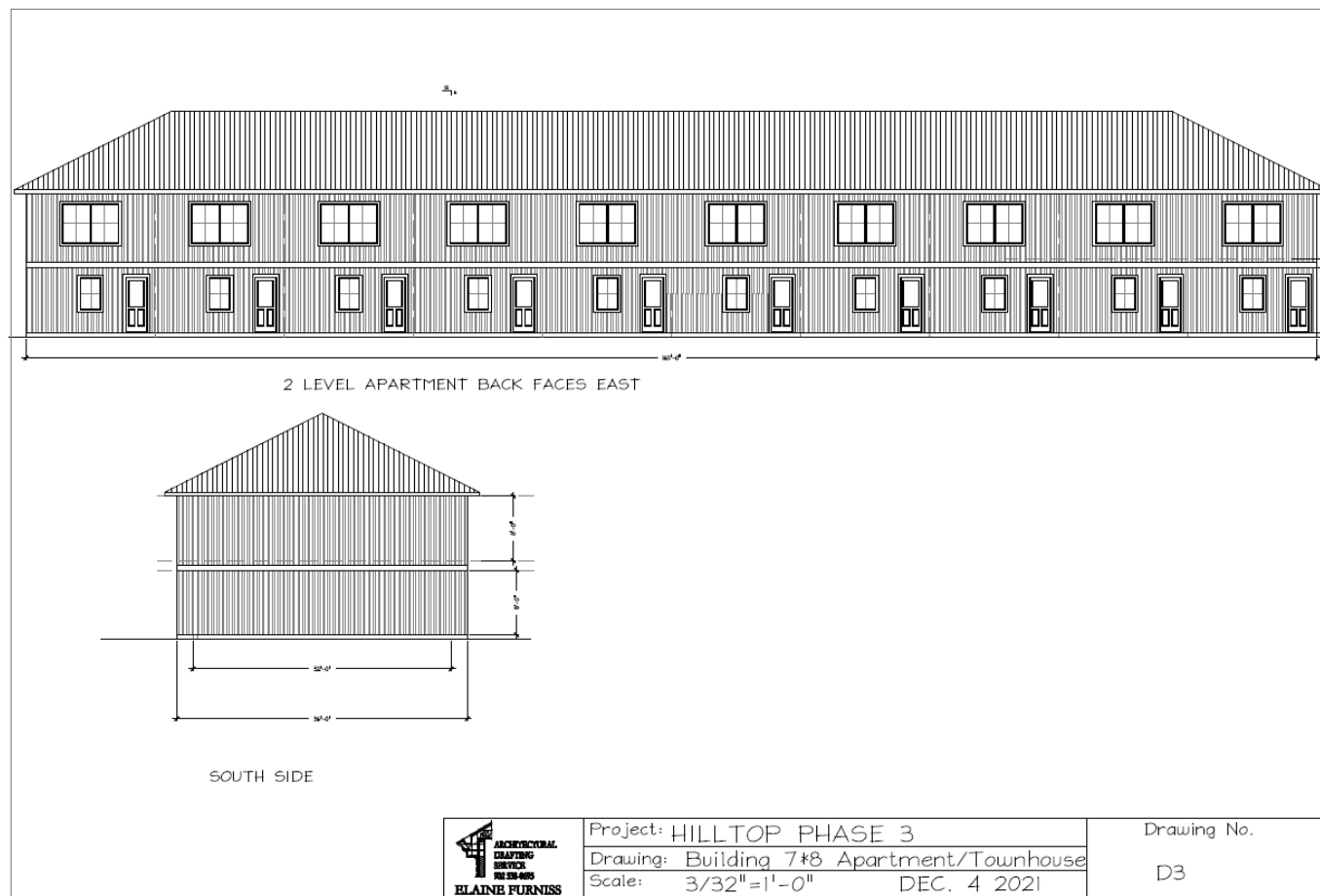


Schedule "C" – Elevations

Western and northern elevation of buildings 7 & 8.



Eastern and southern elevation of buildings 7 & 8.



REQUEST FOR DECISION 024-2023

Title: Wolfville Children's Centre – Land Swap

Date: 2023-05-02

Department: Planning & Economic Development



SUMMARY

Wolfville Children's Centre – proposed land swap

The Wolfville Children's Centre (WCC) presented to Council at Committee of the Whole in February 2023. Staff were directed out of that meeting to provide more information on how we could best enable the WCC to remain in this location while providing a new building and expanding their offerings.

At the February Council meeting, the following motion was passed:

6. Motions/Recommendations from Committee of the Whole, February 7, 2023

- a. Wolfville Children's Presentation** **18-02-23 IT WAS REGULARLY MOVED AND SECONDED THAT COUNCIL MOVE THAT STAFF BRING BACK A REPORT RELATING TO THE REQUEST FROM THE WCC TO EXPAND ONTO TOWN LAND ADJACENT TO THE CURRENT FACILITY.**

CARRIED

DRAFT MOTION:

That Council direct Staff to enter into negotiations with the Wolfville Children's Centre (WCC) - to enable a land swap of adjacent town-owned land to facilitate the WCC constructing a new facility - and bring back a draft agreement for Council direction and approval.

REQUEST FOR DECISION 024-2023

Title: Wolfville Children's Centre – Land Swap

Date: 2023-05-02

Department: Planning & Economic Development



1) ACTING CAO COMMENTS

The CAO supports the recommendation of Staff. This represents a follow up to previous presentation to Committee of the Whole and questions raised around the lease, sell, land swap options. The recommended course of action will provide direction to staff to proceed with negotiations on a land swap process.

2) LEGISLATIVE AUTHORITY

Council has broad authority to control land use and enter into agreements to enable Development.

3) STAFF RECOMMENDATION

To negotiate and enter into a land swap agreement to enable the WCC to move forward with fundraising and other steps required to build a new, expanded centre.

4) REFERENCES AND ATTACHMENTS

- February 2023 WCC presentation to Committee of the Whole (attached)

5) DISCUSSION

Background

The Wolfville Children's Centre (WCC) is in need of expansion – for various reasons outlined in their presentation (see attached) provided to Council at February Committee of the Whole.

The WCC want to begin fundraising/a capital campaign and look further at how a new centre can be built. At this stage, they are looking at a new build (on our land) while operating the existing centre during construction. Once the new centre is complete, they would demolish the old centre and this land would be transferred to the Town as Public Park Space. Essentially, this is a land swap that would be enabled through an agreement with Council.

There was some question of long-term lease vs a sale so some legal work has been completed and it was determined a sale is far more practical, given the circumstances. If a sale / land swap is supported, some details and negotiation would be required once Council decides to move this forward.

If it is decided to not proceed on Town land, their options are limited and they would be looking for land in other locations (as stated in their presentation to Council).

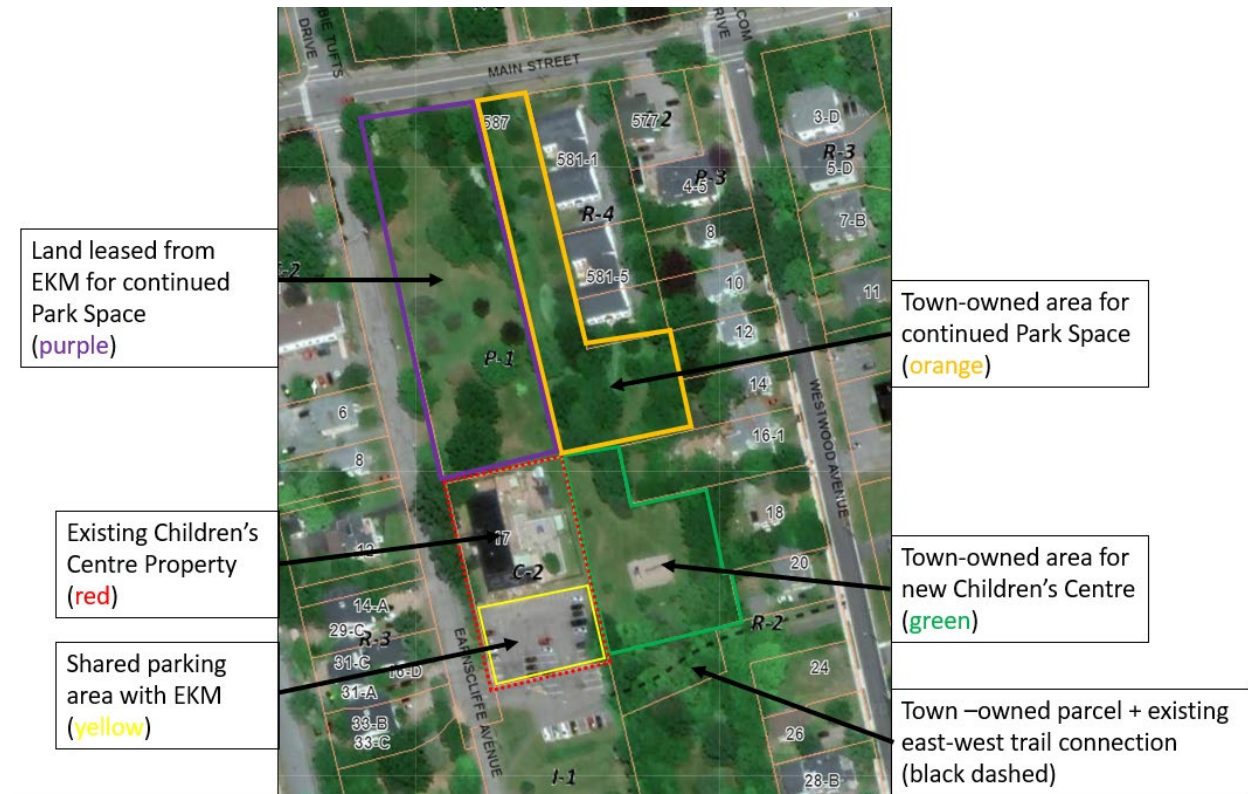
A context map is provided below:

REQUEST FOR DECISION 024-2023

Title: Wolfville Children's Centre – Land Swap

Date: 2023-05-02

Department: Planning & Economic Development



Zoning

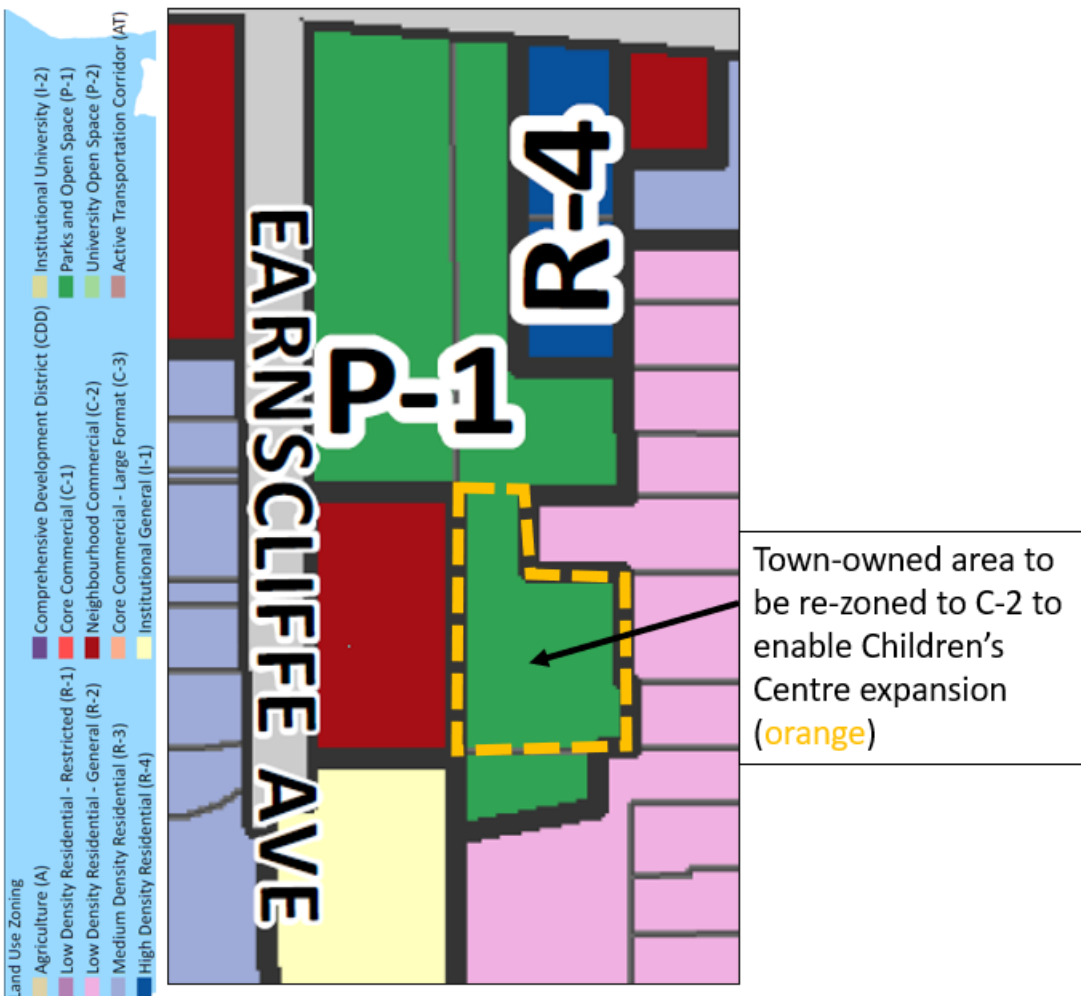
The land for the potential new centre is currently zoned P1 – Parks and Open Space. Council would need to initiate a re-zoning process and go through the legislative requirements. If the direction is to move forward, Staff would bring this re-zoning forward once details of an agreement for the land transaction is signed/finalized. An excerpt of the zoning context is provided here:

REQUEST FOR DECISION 024-2023

Title: Wolfville Children's Centre – Land Swap

Date: 2023-05-02

Department: Planning & Economic Development



Ongoing Parks Master Plan

Making a decision on this matter would inform the Parks Plan process and help better define the scope of work / vision for Quiet Park. Knowing that long-term, we would have a much more visible area for a park is a positive change from the somewhat hidden playground that exists there now. Some communications on this matter would be required (it would be inevitable through the re-zoning process and legislative requirements) and it would be made clear as we move ahead with the Parks Plan and any area-specific consultation we do in this area.

Next Steps

Given the time it would takes to negotiate an agreement, have it finalized, start a capital campaign, do the re-zoning – it is recommended this process begin moving forward right away.

- Draft agreement to Council (June COW)

REQUEST FOR DECISION 024-2023

Title: Wolfville Children's Centre – Land Swap

Date: 2023-05-02

Department: Planning & Economic Development



- Agreement approval (June Council)
- Re-zoning process (TBD – potentially July-October 2023)
- Parks Master Plan incorporating decision (Fall 2023)
- WCC Capital Campaign, Design, Build etc – TBD

6) FINANCIAL IMPLICATIONS

N/A

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Child care in our community is relevant to all of Council's Strategic Priorities.

8) COMMUNICATION REQUIREMENTS

Key Message: The Wolfville Children's Centre is in need of an expanded facility and are looking to work with the Town for use of adjacent land for a new build.

9) ALTERNATIVES

1. Not approve moving forward
2. Moving forward under specific conditions as defined by Council



Wolfville Children's Centre

Presentation to Council - Feb 2023



Wolfville Children's Centre

Non-Profit Registered Charity

Opened in 1972 as a Parent Cooperative

Over 50 years of childcare services in Wolfville

Our Philosophy: EVERY child is entitled to quality care

Wolfville Children's Centre and Afterschool Program

Offering childcare to
children age 18months
to 12 years

Employs 10 full time
and 3 part time staff

Provides part time and
summer employment
opportunities for
students

Supports practicum for
NSCC and Mount Saint
Vincent University

Collaborating with
Community
Development and
Environmental Studies
Programs at Acadia

Hosts members of the
L'Arche community to
provide vocational
opportunities



WCC Families

87% work in the Wolfville community

53% live in town of Wolfville

43% live outside of Wolfville

4% are students (NSCC, Acadia)



Waitlists:

(Historically average waitlist of at least 20 families)

Centre:

56 families on a wait list for Centre for 2023
(48 Toddlers & 4 Preschool)

4 - waitlist for 2024

5 - Families reaching out while still pregnant

Afterschool:

4 – waitlist 2022-23

5 – waitlist for 2023-24

11 – waitlist for summer care (for only 12 spaces)



Canada Wide Child
Care Agreement –
Signed by Nova
Scotia in 2021

Highlights of this
agreement

Incremental reduction
fees - \$10/day by 2026

Enhanced before and
after care options for
3-5 year olds

Early Childhood
Education Workforce
Strategy – Wage &
Benefits Improvement

9500 new spaces
provincially by March
2026

1100 New Spaces as of
December 2022 have
been found

Federal Childcare Agreement



WCC Accessibility Audit in 2022

- Accessibility audit of Centre & playground by Houdini Design, completed July 2022
- Identified many areas of concern
- Recommendation to achieve many of the necessary upgrades would be to replace the Centre
- had immediate need to make playground accessible

Needs and Challenges

- Increasing waitlists for both programs, with no spaces available
- Afterschool will need to relocate due to upcoming renovations- no other appropriate facility available in town or on campus
- WCC and Afterschool Program forced to relocate multiple times
- Building is aging, built in early 1970s and limited to renovation potential to bring it up to accessibility standards
- To rebuild or expand - would need additional land to remain where we are or would need to relocate out of town
- Challenge to find locations that fit our needs for licensing, without needing major upgrades and access to outdoor play space
- Willing to consider expansion of spaces to meet need in both locations, but need future home of Afterschool program

Context



The Vision



houdinidesign ARCHITECTS

Proposed Courtyard View
Wolfville Children's Centre

scale: NTS **AI**

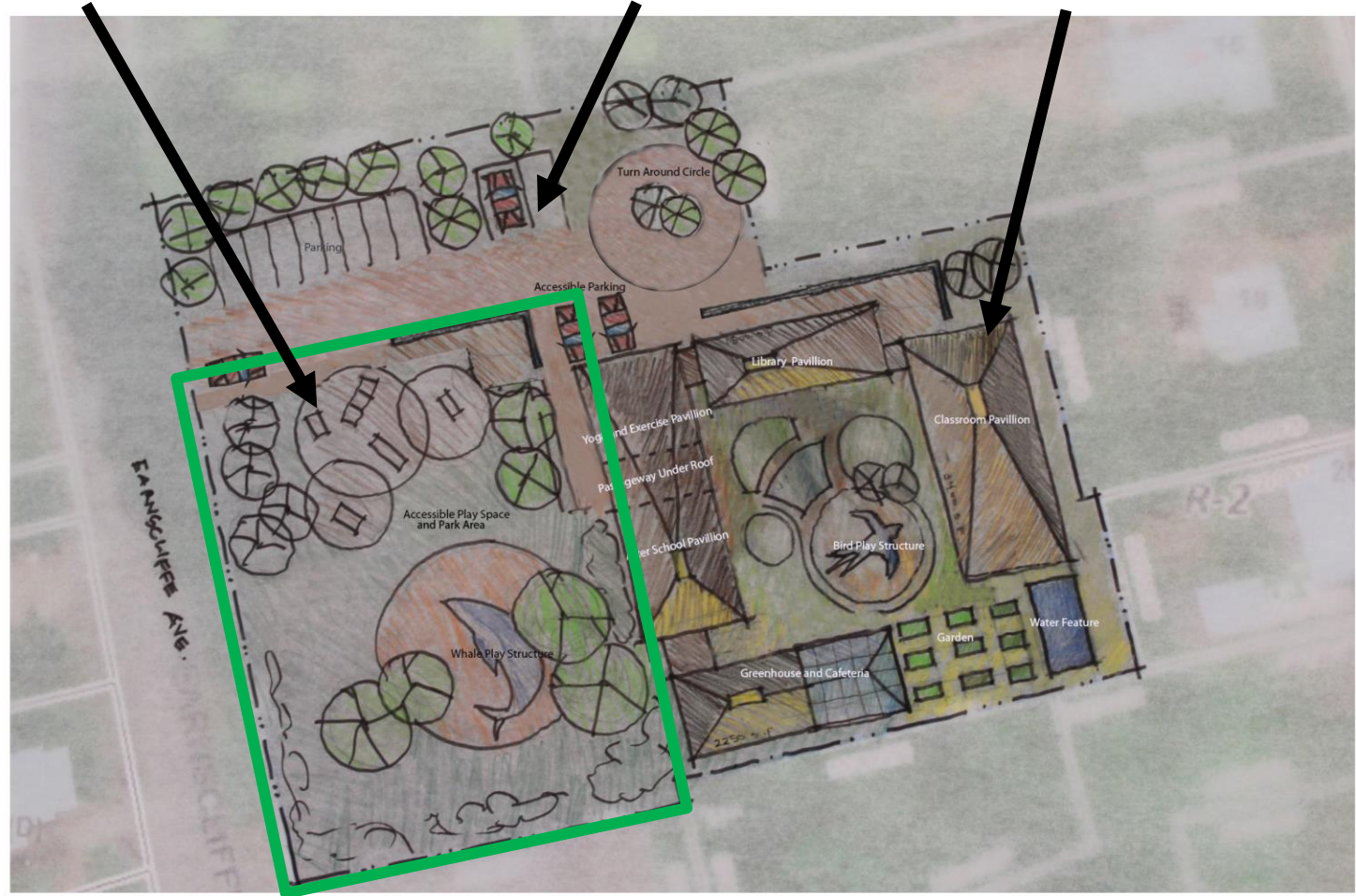


Connecting WCC and Community

Public Playground

Parking and Access

New WCC



houdinidesign ARCHITECTS

Proposed Site Plan
Wolfville Children's Centre

scale: NTS

A0

Childcare in 2023 and beyond

Fully accessible

Sustainable and environmentally conscious

Zero Footprint

Addressing Food Insecurity

Natural play spaces



Aligning with TOW Goals

- With projected growth of families in town, demand for care will grow
- Accessibility – Goal to achieve RHFAC (Rick Hansen Certification) as a fully inclusive childcare centre – first in NS, only 2 others in BC
- Sustainability – aim to be innovative and be environmentally sustainable, zero emissions- achieving LEED Gold certification
- Community Partnerships – Acadia University, Harriet Irving Botanical Gardens, NSCC, WBDC and local community groups
- Indigenous Knowledge – connecting with Elders, Knowledge Keepers to respect and reflect that we are in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People
- International cultures and perspectives

The Ask

- **We're not investment-ready for expansion** until we have a plan in place. Federal Childcare agreement wants to fund projects. Would also need to begin a capital campaign and fundraising.
- **We would like consideration of WCC expanding on Town land, adjacent to our facility.**
- Public space / playground would be incorporated into the project.
- We understand decisions won't be made today. **Hopeful we can work together** so we can continue to serve the Wolfville community.

Questions/
Comments
Welcomed





Wolfville Children's Centre

Presentation to Council - Feb 2023

INFORMATION REPORT

Title: Interim and Long-term Compost Options

Date: 2023-05-02

Department: Public Works, Parks, Planning, Finance



SUMMARY

Immediate and Long-term Compost (Leaf and Yard Waste) Options

This report is complementary to RFD 016-2023 regarding the closure of the compost site on Maple Avenue for the road construction on the Kenny Lands in the East End Secondary Planning area.

RFD 016-2023 stated: *“In terms of alternatives for value-add (immediate and long-term) compost service after the site closes (beyond the current Valley Waste offering) – Staff will provide more information on this in a sperate report once more information is gathered.”*

This report outlines the options Staff are currently looking at and the immediate (this season (June-November) option we are working to implement. This should help the community know what options will be available in the second half the year, as well as considerations for future years.

INFORMATION REPORT

Title: Interim and Long-term Compost Options

Date: 2023-05-02

Department: Public Works, Parks, Planning, Finance



1) ACTING CAO COMMENTS

This Information Report has been brought forward as a follow up to a commitment made in RFD 016-2023 discussed and dealt with at the April Committee of the Whole Meeting (COW). At that time COW approved a recommendation to Council to close the current Maple Avenue compost site, effective June 3rd (Committee amended the original recommended date of May 31st).

This Report provides additional information on the nature of immediate steps (this fiscal year) and long term options to address the impact of closing the Maple Avenue site. This should help provide both Council and the community the next steps to occur in the coming months.

2) REFERENCES AND ATTACHMENTS

- RFD-016-2023 Compost Site Closure
- East End Secondary Plan – latest version [here](#)

3) DISCUSSION

Given the closure of the compost site to enable road construction in the East End Secondary Planning area, Staff have been looking at options to continue service.

Immediate Option (June 2023-November 2023)

Staff are working on having an immediate option ready to ensure service through this season (June-November). This option involves placing shipping containers (“bins”) at the north portion of the Public Works Yard inside the gates. The public would be able to drive up and drop off their leaf and yard waste on Saturdays while it is staffed. We would then have this material transferred to Valley Waste.



INFORMATION REPORT

Title: Interim and Long-term Compost Options

Date: 2023-05-02

Department: Public Works, Parks, Planning, Finance



Long-term Options

Staff are also beginning to look at long-term service options. More information would be brought back on these in the fall as we consider our 2024-25 budget and operations. The options being explored:

- A. Invest in a properly sized and operated facility to accept leaf and yard waste from Town residents which would be capable of processing what's received into usable compost. This option would require siting and environmental approvals, some level of environmental and product monitoring, etc.
- B. Determine a location where the Town could receive leaf and yard waste from residents, process by grinding, use what we can in town for beds, etc. (maybe even give some away), and haul the rest away. This is similar to the interim option – operating more like a transfer station for leaf and yard waste.
- C. Discontinue the Town service altogether and work with Valley Waste on a value-add service (additional per capita contract service fees to Valley Waste may apply for the added curbside pickup).

In terms of capital investment and operational expense, Staff believe these options rank from high to low in the order presented above. More information on costing, siting and other considerations would be brought forward in a future report.

4) FINANCIAL IMPLICATIONS

More information to come. For the immediate solution (June-November 2023), staff are working on the projected costs. Currently staff expect the costs to be manageable with the Town's overall budget framework. Once more detailed estimates are developed, an update will be brought to Council to ensure everyone is aware of any budget constraints that may be created.

5) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

See RFD 016-2023. The East End Development is relevant to all strategic priorities of Council.

6) COMMUNICATION REQUIREMENTS

Key Message: The compost site is moving from Maple Avenue to accommodate the East End Development. An immediate option is being worked on (June-November 2023) and long-term options will come to Council in the coming months, as part of the budget process.

7) FUTURE COUNCIL INVOLVEMENT

A report will come to Council on long-term options in the fall of 2023.

REQUEST FOR DECISION 023-2023

Title: Interim Agreement with Developers for Town Land – Maple Ave

Date: 2023-05-02

Department: Planning & Economic Development and Engineering



SUMMARY

Interim Agreement with Developers for Town Land - Maple Avenue

As part of the East End Development, the existing compost site at Maple Avenue will be closing. To enable some progress on the East End Kenny Lands during this construction seasons – Staff are proposing an interim agreement with the Developer to allow certain activities to take place on our land to enable road construction.

The near-final version of the East End Secondary Plan can be found [here](#).

This report seeks to have Council approve Staff entering into an interim agreement to allow some preliminary road building to take place in advance of a detailed servicing agreement for the road, stormwater management (and other details) as part of the East End Secondary Plan on the Kenny Lands.

DRAFT MOTION:

That Committee of the Whole forward the following decision to Council:

That Council approve Staff entering into an interim agreement with Brison Developments to enable preliminary earth works and culvert replacement at the existing Compost facility.

REQUEST FOR DECISION 023-2023

Title: Interim Agreement with Developers for Town Land – Maple Ave

Date: 2023-05-02

Department: Planning & Economic Development and Engineering



1) ACTING CAO COMMENTS

As was noted in RFD 016-2023 presented at the April 4th Committee of the Whole Meeting (COW), the closing of the current compost site owned by the Town will allow the start of roadway network construction of the East End Development currently undergoing a secondary plan review process.

Committee of the Whole passed a motion be forwarded to Council to close the Maple Avenue compost site after a last day of operating set as June 3rd 2023. This motion was not part of the amended agenda at the April 18th Council Meeting, but is now included as part of the Special Council Meeting Agenda to be held after the COW meeting on Tuesday, May 2nd.

The Office of the CAO supports development of an interim agreement with the East End Developer to facilitate the developer's access to Town land in constructing the proposed street network on the west side of Maple Avenue. The contractual agreement will set out the parameters of what will be permitted on the Town land.

2) LEGISLATIVE AUTHORITY

Council has broad authority to control land use and enter into agreements to enable Development.

3) STAFF RECOMMENDATION

Given the current housing crisis and nearly complete secondary plan, Staff are looking to support this project moving forward without losing an entire construction season.

4) REFERENCES AND ATTACHMENTS

- RFD 016-2023 Compost Site Closure
- East End Secondary Plan – latest version [here](#)
- Information Report on composting options (IR 009-2023 – May 2, 2023 Committee of the Whole)

5) DISCUSSION

Background

The East End Secondary Plan is proceeding now through the required legislative approval process after over 2 years of work on the plan to enable development in the East End.

The Secondary Plan provides Development rights (through zoning) on over 80 acres of land. The Secondary Plan focuses on high quality public realm (streets, sidewalks, parks, etc). When a development proceeds, the Developer builds the roads, sidewalks, etc and the Town then takes them over once the work is complete – to an established standard. This will be the case in the East End;

REQUEST FOR DECISION 023-2023

Title: Interim Agreement with Developers for Town Land – Maple Ave

Date: 2023-05-02

Department: Planning & Economic Development and Engineering



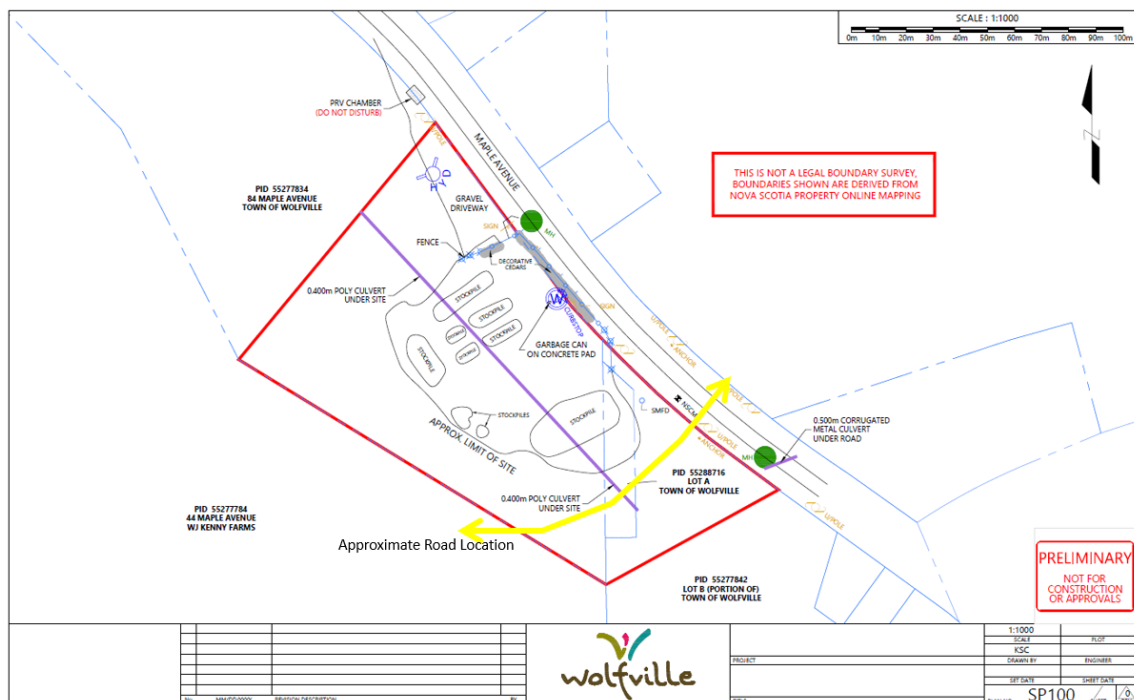
however, the Kenny Lands road construction is looking to move ahead with preliminary earth works and culvert work (in accordance with Dept. of Environment and our Town Engineers approval) to try and get as much out of the current construction season as possible.

It is not anticipated by Staff that the proposed road network in the East End will change. This network has been worked on for over 2 years with various iterations brought through committees and Council. The network has been endorsed by the Town’s Traffic Engineer (see report); the Developer’s Engineer (DesignPoint) and also the Town Engineer. The Kenny Lands cannot be served by a single access point.

Scope of Interim Work

The Town Engineer, Director of Planning and Town Solicitor have worked on an interim agreement for initial earth works, grading and culvert replacement in the compost site area. The map below shows the potential area where work may take place. The Town’s culvert under the compost site is undersized and it is required to replace this piece of infrastructure. The road network will be built by the Developer (to Town standards) but the entirety of it will be transferred to the Town once complete.

The agreement with the Developer does not allow any additional work to be completed – this is preliminary and in accordance with the Secondary Plan. Clear parameters are being set while also being reasonable in terms of moving this project forward. The remainder of the work will be regulated through a servicing agreement for the entirety of the Kenny land and include a broader scope (stormwater, roads, sidewalks, trails, etc). This will take some time to complete – and must be consistent with the Secondary Plan.



REQUEST FOR DECISION 023-2023

Title: Interim Agreement with Developers for Town Land – Maple Ave

Date: 2023-05-02

Department: Planning & Economic Development and Engineering



6) FINANCIAL IMPLICATIONS

N/A

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

The East End Secondary Plan is relevant to all of Council's Strategic Priorities.

8) COMMUNICATION REQUIREMENTS

Key Message: The East End Secondary Plan is going through an approval process after 2+ years of development. The road network is established and has been designed and considered by multiple professionals, including the Town Engineer and external consultants. In light of the short construction season and an opportunity to move the project forward, Council is working with the Developer to enable some limited, preliminary work on the road through the existing compost site.

9) ALTERNATIVES

Not approve an interim agreement to enable preliminary work by the Developer through the existing compost site.

COMMITTEE UPDATE

Title: Kings Point to Point

Date: May 2, 2023

Department: Committee of the Whole



Update:

The last meeting of KPPT was held on April 19, 2023, the next meeting is scheduled for May 17, 2023.

Key Points of discussion included:

- Annual review of existing policies.
- The need for the definition of membership and voting procedures. Currently there are over 1000 members who pay a 10.00 fee. A motion was passed for change of terms reference to take liability off the organization. Communication via, mail, and social media were discussed.
- A community service recovery grant was successful. This will help staff develop strategies for one-on-one assistance to improve client experiences.
- The financial report was reviewed and received by the committee with a slight deficit at year end March 31, 2023.
- Currently looking for 1 more member to be on the search committee to seek out nominations for a new Vice Chair, treasurer, and secretary.
- Currently 3 drivers are retiring along with 1 volunteer driver.
- New business will include funding for new drivers.
- The good news is that rates for clients will remain unchanged this year, although fuel costs have risen substantially.
- Operational Health and Safety was discussed around the regulations for assisting children on school trips. Currently drivers are prohibited from helping, but if parents sign a wavier, will this be allowed? Discussion will be had with the school board and our Lawyer.

Respectively submitted by:

Councillor Jennifer Ingham

COMMITTEE UPDATE

Title: Annapolis Valley Trails
Date: March 2023
Department: Committee of the Whole



WBDC Meeting –held virtually.

The financials were given – and it appears to be in solid shape.

Summer students have been applied for – still waiting to hear if these have been granted or not – hopeful that this comes through.

The **main discussion** again was how to maintain the trail and keep things consistent from one trail ownership to another.

Trail groups are challenged with rising costs, and volunteers to do the work.

Contractors are being sought out to do this work, and it is costly - \$50/hour for weed eating for example.

The coordinator is supervising all this work to ensure consistency and to ensure that any cut back does not take away the vegetation that is wanted, and to ensure a canopy still exists.

The costing and maintenance models are changing, and this will take some time over the next couple of years to put everything in place.

Signage was also discussed and how this should be consistent from one end of the trail to the other. Education on trail etiquette is still ongoing.

I met after this meeting to ensure that I had some more information to be sure I reported the correct information and to give some more detail/background to those not on the committee.

OHVIF – Off highway vehicle fund – this applies to part of the Harvest Moon Trail – licensed vehicles (ATV's/Snowmobiles) pay \$40 – this is a large fund \$1M and it is distributed (by way of grants) to various trails and this is how some trail groups pay to maintain their sections.

The 2 main trails associations are Kings County Trails Assoc and Annapolis Trails Association – these 2 associations can apply for funding as well.

TCT – Trans Canada Trail Association – can also give grants for maintenance.

CCH – Community Culture and Heritage have been staple funders in trail maintenance for this group. Municipalities also fund this based on uniform assessment.

Connect 2 – Grants are awarded for growth or connecting other communities – **this would be how the Horton Cross extension could be funded and it is expected to occur this year.**

Respectfully Submitted,

Jodi

COMMITTEE UPDATE

Title: WBDC
Date: April 2023
Department: Committee of the Whole



WBDC Meeting – March 21, 2023 held in person at WBDC office

Discussions were had on Public Art (Colville Project) and other placemaking
Discussion on Feedback from resident on Strategic Plan
Input on the agreement – brought forth to council
Strategic Plan Update from Kelly
Preparations are being made for the AGM and the slate of board of directors to be brought forward.
Treasurer updated on finances.

Coordinator reported on monthly activities below:

Admin

- Ordered Iphone and Ipad
- Finished banking requirements for Treasurer
- Planning website upgrade
- Summer Greenery Program - Barrels and suppliers
- Meeting with Digital Main Street regarding funding opportunities for our members

Sponsorship/Membership Fee requests

- Valley Drama School - looking for support for Festival June 1-15 2023
- Academy of Wine Business Research Conference at Acadia July 11-14, 2023
- Apple Blossom Festival
- Downtown Atlantic \$100 Fees

Digital Media

- Social media Insights ○ 10,251k (34.8k reach = 153%) ○ Over 200 Followers in 3 weeks ○ EOS - 85 followers - 18.9k views - 15.3k reach - 35% \$40 Ad spend ○ Real Scoop Ice Cream - 76 Followers - 12.4k views - 11.8k ORGANIC reach
- Promotion next week with Wedding Chapel for Makeover
- Planning for a Mother's Day extravaganza - several promotions like the Santa Shops
- Content planning for summer student
- Planning Social Media Calendar
- Social Media experts/agencies regarding workshops
- Seeking collabs with big accounts BB/Lucketts/Church/Wild Lily/Eastcoast Lifestyle
- Steve Space Creatorz re-sponsoring influencers <https://m.youtube.com/watch?v=IJ9IMI7SGs&feature=youtu.be>

Member Services

Meetings to discuss business goals, social media promotions and CDAP applications: Real Scoop, EOS, Herbins, 470 Main, Retro Runway, Naked Crepe, Buds, and Bygones- Lash Lounge - Ashley has expressed an interest in joining the Board of Directors
- New Photography co-pay - Cassia <https://www.cassialawrence.com/> \$400 per session
- Possible new signage supplier - Eye Candy <https://www.eyecandysigns.ca/>

Respectfully Submitted,

Councillor MacKay

COMMITTEE UPDATE

Title: Diversity Kings County Committee

Date: May 2, 2023

Department: Committee of the Whole



Update:

The last meeting of Diversity Kings was held in hybrid form on April 4, 2023. The next meeting is scheduled for May 1, 2023.

The Diversity specialists spoke about Gaelic month in May and the intent for council to adopt a proclamation. This year's theme is "Say yes to Gaelic". There are approximately 2000 Gaelic speakers in NS.

Asian Heritage month in May was also requested to council (RFD) to adopt a proclamation. As well as International day against Homophobia, Transphobia, and Biphobia on May 17/23. There will be an Asian month concert held at Al Whittle Theatre on Saturday May 13, 2023 at 7:00pm.

Discussion was had about the changes in this year's Apple Blossom festival, May 24-29 with the theme, "Uniquely Yours". Highlighted was the Black Women in Excellence Vendor Market at Center square on Saturday May 27/23 from 11:00 am to 4:30 pm.

The Multicultural festival is back in Kentville, and planning is currently under way for September 16/23. Details to follow.

Respectively submitted by:

Councillor Jennifer Ingham

COMMITTEE UPDATE

Title: Valley Waste and Kings Transit IMSA Board

Date: April 19, 2023

Department: May 2023 Committee of the Whole



UPDATE

The VWA and KTA IMSA Board met on April 19th, 2023 for the monthly Board meeting. Items discussed included:

1. Progress update and Discussion, provided by Sonny MacDougall of MNP. Mr. MacDougall and Mr. Whynot continue to work with staff of both organizations to develop cost accounting models, the upcoming annual audit, governance and budget processes.
2. The **Valley Waste** GM provided an update on ongoing operations. A. He noted that the reuse centre, which has been closed during the pandemic, will reopen on Saturday. B. Interviews for the Director of Finance have begun. C. The roll off truck was sold for a significant profit and other vehicles are being prepared for sale. It is felt that issues with supply chain are making reuse vehicles more valuable for sale due to quicker availability. D. Cell phone use while driving has resulted in some minor incidents and management staff are attending to this situation.
3. **Kings Transit** A. is still without a GM and concern was expressed that in carrying a dual role of Acting GM as well as Executive Director of the IMSA may be a heavy workload. This will be monitored over the short term once some other internal changes have been implemented. B. The annual audit will begin in May. C. fuel consumption is up this year over last year, which was a partial pandemic year. Ridership continues to rebound. The Board asked for information related to pre-pandemic ridership numbers in addition to year over year and month to month information.
4. **KTA ICIP** – The board requested an update on the progress and the activities of the ICIP phase one grant – phase one and the phase two status. This will be provided at the May IMSA Board meeting.

Respectfully Submitted,

Mayor Donovan

COMMITTEE UPDATE

Title: Regional EM Advisory Committee (REMAC)
Date: May 2, 2023
Department: CAO



UPDATE

The Kings REMO Regional Emergency Management Advisory Committee met on Monday, April 17, 2023.

Key issues of discussion included:

- **Presentation: Canadian Armed Forces (CAF) support in disaster response (Maj Duncan Neish)**

Principles for CAF support in disaster response:

- The assistance is in the national interest
- All indemnity is assumed by the requesting agency
- The matter cannot be effectively dealt with except with the assistance of the CAF (NDA)
The CAF needs to be the force of last resort
- There are no other options to address the issue (all other options have been exhausted)
Municipal, Provincial, Federal Departments / Agencies, Volunteer Organizations, Non-Governmental Organizations, Private Industry
- Requests for effects not for units or numbers
- Does not compete with private industry
- CAF support can be billed to the province / territory
- Commitment of CAF forces means that they stop preparing to defend Canada (this consumes our readiness)

What the CAF Doesn't Do:

- Become the lead organization (Aerial Search and Rescue and Major Aid Disasters excluded)
- Long term remediation (recovery vs response operations)
- Private property
- Highly technical activities (civil communications networks, power lines, roads, bridges)
- Support to business (exception for critical infrastructure)
- Medical Support (licensing issue)

- **Nova Scotia Climate Change Risk Report, December 2022**

[Weathering What's Ahead: Climate Change Risk and Nova Scotia's Well-Being](#)

- Report explains the risk assessment process and explores what is at risk and the different effects of climate change on the well-being of Nova Scotians
- No Solutions offered
- Meant as a resource to help different levels of government set priorities, plan and act

COMMITTEE UPDATE

Title: Regional EM Advisory Committee (REMAC)

Date: May 2, 2023

Department: CAO



- **Public Health Update:**

- **COVID-19 Update**

- World Health Organization (WHO), Director General, 2023-01-04

- Omicron is currently the dominant variant circulating globally, accounting for >98% of viral sequences
- Omicron first designated a Variant of Concern (VOC) on November 26, 2021
The WHO has added a new category to its variant tracking system, termed “Omicron subvariants under monitoring” to signal to public health authorities which VOC may require prioritized attention

- Health Canada, 2023-03-10:

- The “situation in Canada is murky, given delays in data collection from across the provinces over the holidays
- At this time, it is too early to tell if the XBB.1.5 variant is growing in Canada. PHAC is aware of 21 detections of XBB.1.5 in Canada – though the full tally, based on latest-available provincial and regional surveillance, appears slightly higher
- Expect that XBB.1.15 will eventually outcompete the currently predominant BA.5 lineages in Canada
- As of January 5, 2023, Temporary negative COVID-19 test requirement for travellers arriving from China, Hong Kong or Macao

- NS Health & Wellness:

- 241 cases reported averaging out to 34 cases per day
- 0 new deaths with 0 deaths reported from previous reporting periods, totaling 832 deaths
- Test kits remain available at Libraries, MLA Offices and through the Public Health Mobile Unit (PHMU) testing sites – residents are encouraged to have a box of rapid tests on hand in cases symptoms develop

- **Influenza-RSV Update**

- At the national level, influenza activity has increased slightly in recent weeks but remains at inter-seasonal levels
- During the 2022-2023 Nova Scotia Influenza season:
 - 514 hospitalizations (non-ICU)
 - 35 ICU admissions
 - 69 deaths of laboratory confirmed influenza

- **Mpox Update**

- As of 2023-02-15, the WHO declares that Mpox continues to constitute a Public Health Emergency of International Concern (PHEIC)
- The downward trend in the global Mpox outbreak is continuing
- More than 85,860 cases of Mpox have been reported globally
- As of 2023-03-17, 1,480 cases reported in Canada

COMMITTEE UPDATE

Title: Regional EM Advisory Committee (REMAC)
Date: May 2, 2023
Department: CAO



- **Kings Regional EM Mutual Aid Agreements – Request for Assistance (RFA) Process**
Emergency Management Mutual Aid Agreements have been approved for the following:
 - Kings – Annapolis County, 2022-05-19
 - Kings – West Hants, 2022-12-13
 - Kings – Lunenburg, 2023-01-13

Request for Assistance (RFA) developed for each region and posted to Kings REMO WebEOC File Library.

Next Steps:

- Regional REMO Coordinators to develop training plan for activation of Regional EM Agreements
- **Kings Regional Emergency Management Plan (REMP), Change 2**
 - Administrative:
 - Map – page iv (REMO Logo and Municipal logos update)
 - Foreword – page 1 (Signature block amended to Chair of REMAC)
 - Section 1.1 – Preface
 - Population of Kings County amended to 62,914 based on 2021 Census
 - Section 1.2.3.1 – Emergency Management Act – Provincial
 - Municipal EM Bylaws update and links
 - Section 5.2 – Risk Analysis Matrix
 - Hazard Risk Vulnerability Assessment updated 2023-03
 - Section 5.2.1 – Kings County Critical Hazards – Monthly Impact
 - Section 5.3.5 – Hurricanes
 - Addition of Environment and Climate Change Canada’s (ECCC) Warning Criteria for Tropical Storm Watch/Warning and Hurricane Watch/Warning
 - Section 5.3.5 – Risk Reduction Measures
 - Table of measures intended to either reduce the likelihood of a hazard event, reduce the severity of impact of the hazard, or both
 - Section 5.4.2 – Severe Weather Notifications and Alerting
 - Administrative Change (Last paragraph)
NS Department of Public Works (NS DPW)
 - Section 5.4.10 – Nova Scotia Department of Public Works
 - Administrative Change
NS Department of Public Works (NS DPW)
 - Section 9.2 – Plan Maintenance and Responsibility
 - Plan Revisions updated to reflect date of Change 2 to REMP
 - Annex A – Definitions
 - Updated to include definitions from “[An Emergency Management Framework for Canada \(3rd Edition\)](#), May 2017”
 - Annex L – Province of NS – Important Numbers

COMMITTEE UPDATE

Title: Regional EM Advisory Committee (REMAC)
Date: May 2, 2023
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- Administrative – Organization Name Updates
Department of Natural Resources and Renewables (DNRR)

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT THE KINGS REMO REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE APPROVE CHANGE 2 TO THE REGIONAL EMERGENCY MANAGEMENT PLAN, DATED MARCH 2023

- **2023 Wildfire Season: March 15 to October 15**

Kings REMO released a [2023 Wildfire Season Awareness News Release on March 1, 2023](#)

- 152 Wildfire in Nova Scotia in 2022
- Kings County: 12 Wildfires burning 1.75 hectares
- May to August traditionally busiest months for wildfires

- **Kings REMO Comfort Centres** (www.kingsremo.ca/comfort.aspx)

25 Comfort Centres (as of 2023-03-16)

Pending Additions (Provincial Generator Program Funding):

- Wolfville Lions Club
- Salvation Army Church (Kentville)
- Gibson Woods Baptist Church

Semi-Annual review of Kings Comfort Centre database completed as of 2023-03-09.

Updated contact information posted to Kings REMO I am Responding (IaR) Comfort Centre Group and database uploaded to Kings REMO WebEOC File Library.

- **Kings REMO Community Outreach**

2023 Outreach sessions:

- 2023-01-09 Waterville Fire Dept & Community
- 2023-01-31 Kings County Kids Action Program
- 2023-02-09 Wolfville Newcomer's Club
- 2023-02-16 Kings Fire Services Advisory Committee
- 2023-03-07 Central Kings Rural High School (Gr 12 class)

Scheduled Outreach sessions:

- 2023-04-25 Greenwich Firehall-Family & Community
- 2023-05-04 Central Kings Rural High School (Gr 10 Class)
- 2023-05-10 Avonport Baptist Church
- 2023-05-29 Kentville Rotary Club

- **Kings REMO Social Media Accounts**

While not all residents of Kings County are connected to the Internet or Social Media, Kings REMO REMC is making use of Social Media to reach out to the community in support of increasing Emergency Preparedness Awareness.

COMMITTEE UPDATE

Title: Regional EM Advisory Committee (REMAC)
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- Kings REMO Facebook <https://www.facebook.com/REMOKingsCounty>
- Kings REMO Twitter https://twitter.com/REMO_KingsCty
- Kings REMO Instagram [remo_kingscounty](https://www.instagram.com/remo_kingscounty)

- **Vulnerable Persons Registry (VPR)**

Kings REMO working to develop a 'Community of Champions' to increase awareness of the VPR Program. Presentations made to Municipal Accessibility Advisory Committees:

- Kings Joint Committee, 2022-12-14
- Town of Wolfville, 2023-02-13
- Town of Berwick, 2023-04-17

- **Kings REMO Brochures**

The following Brochures are available to the public:

- Emergency Preparedness Checklists
- Know the Risks -- Make a Plan -- Get a Kit
- Vulnerable Persons Registry (VPR)
- Comfort Centres **** New ****

- **Kings REMO Training & Exercises**

2023 Training Forecast for Western Region (Region 3):

- Jan 17: BEM – West Hants
- Jan 24: BEM - Yarmouth
- Feb 7/8: ICS 200 – Annapolis
- **Mar 17/18/19 ICS 300 – Kings (weekend course)**
- Mar 21-23: ICS 300 - Lunenburg
- Apr 11: ECC – Clare
- Apr 26: PIO – Lunenburg
- **May 17: BEM - Kings**
- Jun 13-14: ICS 200 - Shelburne
- **Sep 12-14: ICS 300 - Kings**
- Oct 11-13: Wx Interpretation – West Hants
- **Nov 8-9: ECC - Kings**

Exercises:

- 2023-04 NS EMO Exercise Nova Alpha (Discussion-based) – Kings REMO REMC
- 2023-04-20 Flood/Evacuation Functional Exercise
- 2023-07-20 Hurricane/Power Outage Workshop
- 2023-11-16 Winter Storm/Power Outage/Shelter Tabletop Exercise

Next Meeting: Monday, July 17, 2023