Committee of the Whole
Tuesday, September 1, 2015
9:00 a.m.
Council Chambers, Town Hall
359 Main Street

Agenda

1. Approval of the Agenda

2. Approval of Minutes
   a. Committee of the Whole Minutes, July 7, 2015

3. Presentation
   a. Local Cycling Opportunities - Collin Banks
   b. Canadian Seniors Curling Championships

9:30 am
4. Adjournment to In Camera Meeting under section 22(2)(g) legal advice eligible for solicitor-client privilege of the Municipal Government Act.
   a. Contract Service

5. Adjournment of In Camera Meeting

6. Regular Meeting Reconvened

7. CAO Report
   a. Introduction of new staff

8. Conference Updates
   a. FCM, Councillor Oldham
b. Community Land Trust (CLT)  
   Deputy Mayor Donovan and Councillor Brian

9. Committee Reports  
   a. External  
      (1) Valley Waste Resource Management  
      (2) Kings Transit Authority  
      (3) Eco Kings Committee  
      (4) Valley Community Fibre Network (VCFN)  
      (5) Kings Partnership Steering Committee (KPSC)  
         i. Next Steps

   b. Internal  
      (1) Planning Advisory Committee  
         i. RFD 061-2015: Lot 2013-3 Gaspereau Avenue DA  
         ii. RFD 062-2015: 7 Gaspereau Avenue DA  
         iii. RFD 063-2015: 22 Linden Avenue  
         iv. RFD 060-2015: Discharge of DA for 646 Main Street  
         v. RFD 059-2015: Kings MPS Recommended Changes  
      (2) Town and Gown  
         i. RFD 053-2015: Non-Academic Judicial Process  
      (3) RCMP Advisory Board  
      (4) Art in Public Spaces

10. Staff Reports for Discussion  
    a. RFD 056-2015: Active Transportation Plan  
    b. RFD 057-2015: Core Area Traffic Study  
    c. RFD 058-2015: Blomidon Stairs  
    d. RFD 054-2015: Electronic Voting  
    e. RFD 064-2015: Pampano Park Renaming  
    f. RFD 065-2015: Annual Operating Line of Credit  
    g. RFD 008-2015: Corporate Donations Policy  
    h. Information Report: Fire Services  
    i. Information Report: Rogers Hometown Hockey (verbal update)  
    j. Information Report: MPS Review Update
11. Question Period
Procedure: A thirty minute time period will be provided for members of the public to address Council regarding questions, concerns and/or ideas. Each person will have a maximum of two minutes to address Council with a second two minute time period provided if there is time remaining within the thirty minute Public Input/Question Period timeframe.

12. Adjournment to In Camera Meeting under section 22(2)(g) legal advice eligible for solicitor-client privilege of the Municipal Government Act.
   a. 336 Main Street

13. Adjournment of In Camera

14. Regular Meeting Reconvened

15. Regular Meeting Adjourned
1) Well Maintained and Sustainable Public Infrastructure

- The Parking Project continues with data being collected over the next few weeks. A report is expected back to Council before Christmas;
- All work on Kencrest Avenue is completed;
- All pipe work is completed on Oak Avenue. Gravels and asphalt should be completed in the next few weeks;
- Work on Prospect Street is ongoing. All pipework is completed between Gaspereau and Hillside. Pipework between Hillside and Highland is ongoing. Completion of all work is scheduled for mid-October. The contractor is aware of the students returning in the next few weeks and will work around them;
- Work on Cherry Lane started August 17th and should be completed by the end of September;
- An RFP has been issued for the Condition Assessment of Municipal Buildings project. This closes August 27th and it is expected that a final report will be submitted in January 2016;
- Bridge repairs on the Millennium Trail are ongoing;
- Trail 7 of the bike park is completed and construction of the final trail has begun;
- Wiring upgrades are completed for the decorative lights. We are waiting on pricing to supply and install a new service for the decorative lights. Four lights on Main Street and four lights on Harbourside remain to be changed out;
- All overhead LED streetlights have been installed;
- Design is ongoing for sections of Main Street, Westwood Avenue and Highland Avenue;
- A revised Pavement Condition Index has been received and will be used to review and adjust the Capital Investment Plan accordingly;
- We are still awaiting a decision on our grant request to the Canada 150 program;

2) A Diverse, Prosperous and Sustainable Local Economy

- The Wolfville Magic Winery Bus is experiencing great attendance to date this year and is exceeding budget expectations;
- Staff and the Mayor attended a WBDC session on August 25, 2015 designed to give input into the strategic plan the WBDC is currently working on. 14 attendees participated in this session. It is anticipated that the plan will be presented to Council sometime in October;
- Staff are in the process of developing Welcome to Wolfville packages for all new businesses;
- Staff are working on the Vendor Bylaw and the working group will meet in September;
- Staff are struggling with following up on the direction from Council last spring on the Moratorium of Services outside the Service Boundary. Further discussion and direction from Council will be required. As such, staff will add this as an agenda item to the Special COW meeting on September 15th to allow for a more full discussion on the issue.
3) A Growing Population Encompassing all Ages and Stages who Live in Safe, Attractive and Cohesive Neighbourhoods

- Consultations for the MPS will take place the week of September 21st;
- The Compliance Officer is working with the ASU to produce materials for students on the Town’s Bylaws. He will also be participating in an orientation session. More information is provided in an Information Report to COW;
- Private security will be on hand for the weekends of September 4-5 and September 11-12 to provide extra assistance in welcoming back new and returning students to Acadia.

4) A Robust Active Living and Cultural Community

- Staff are completing an internal program review of recreational programs. This is well underway and the results will be presented to Council to inform the 2016/17 budget;
- Summer camps are now finished and we had a total of almost 100 participants, many of whom attended multiple camps. It was a very successful summer!
- Mud Creek Days were a success. Please see the attached report from Michael Kelly.

5) Efficient and Effective Leadership from a Committed and Responsive Executive and Administrative Team

- Staff are working on a “Mind Map” of all existing plans, studies and reports and will present to Council at a special COW meeting on September 15th;
- Senior Management at Acadia and the Town will be meeting on September 14th to discuss common opportunities;
- The 2016-17 Budget Process has started as per the new SOP. We are on schedule to provide the first update to Council for direction at the November COW;

6) Operational Updates

- The CAO continues to be involved in two major provincial initiatives – serving as Chair on the MGA Review Committee and working on the Partnership Agreement currently being negotiated between UNSM and the Province;
- Two new staff have joined the Community Development Department: Ergin Nemburt, who will be fully trained as a Building Inspector this fall and Brian Weadick at the Manager of Economic Development. Glen LeLacheur will continue on in a mentorship role with Ergin Nemburt until he is fully certified;
- Staff is working on a process and form for bringing/requesting Agenda items for Council and will present this to COW in October for feedback;
- We are sending new municipal staff to participate in the Municipal Government Employee Orientation on September 15th. This session is hosted by Municipal Affairs;
• The In-Focus e-newsletter subscription continues to grow each month. We are also requesting subscriptions through the ASU distribution list;
• A new physical server has been installed at Town Hall, the virtual machine systems have been upgraded and a new backup system is complete. These changes have drastically decreased our disaster recovery time;
• Staff visited the Town of Windsor in August to provide assistance with Laserfiche training and set-up;
• Finance staff have caught up on the gap created between Margo’s retirement and April’s hiring. Mike is looking forward to now passing on several routine financial processes to April;
• Staff are picking up the payroll conversion project and hope to go live no later than January 1, 2016;
• Staff are still in the process of submitting all required financial reports. The AER was submitted as per Gas Tax requirements in July, the CIP is due at the end of the month and the SOE and FIR are due in September;
• Financial statements and TBR’s have been filed with the bank;
• The first quarter variance report will go to the Audit Committee on September 11th;
• Finance staff are working on tutorials and information sessions to assist all Town Staff in accessing financial records to assist in better monitoring their operations.
Mud Creek Days: Follow Up Report – Excerpts for Sept 1 COW

Festival Objective
Provide various low-cost / no-cost programming that appeals to the citizens of Wolfville in a way that builds a sense of community and stimulates the economy. Building upon existing partnerships, and seeking opportunities with new partners, the Town of Wolfville looks to the long-term steady growth of our civic celebration. The long-term goal of Mud Creek Days is to provide a celebration that serves all of the various demographics of our community, as well as aligns with regional tourism initiatives.

Program

Friday

Mayor’s Bike Ride
The Mayor’s Bike Ride had a relatively small showing with only 15 attendees. This may have something to do with the poor weather conditions, or the fact that the bike ride was moved from 6:30 PM – 7:45 PM, which may be too late for some families. However, attendance was also very poor in 2014 for this event and the change in time was made to better coincide with the new movie time.

Movie in the Park
Due to the poor weather conditions in the Kentville and Berwick area, the call was made to move the movie event to the Sunday. This call was made three hours prior to the start of the event, and communicated via our website, facebook, twitter, radio sponsor, and staff were on site to let the 20 people who showed up about the cancellation. There was only one complaint received, in person, about this decision and this was addressed that night. In the end, Wolfville never received rain that night, but I stand by our decision to move the movie to Sunday based on the predicted inclement weather.

Saturday

Pancake Breakfast
The pancake breakfast was well attended. There were several issues that can be addressed next year to improve upon the experience. For one, a lot of the ‘regulars’ of the Lion’s Club breakfasts have come to expect a more expansive menu and are surprised by the limited offering of pancakes, juice, coffee and tea. Normally, breakfasts at the Lions Club have eggs and a meat protein. The reason we went to a pancake only menu is to reduce costs in order to make the breakfast ‘free’ for the community. Attendees simply pay a donation and enjoy a free breakfast. However, I believe it would be easy to go after an additional sponsor to provide seasonal fruit, and our sponsor at Atlantic Poultry Inc. has offered to provide eggs at low-cost / no-cost next in the future.
**Tastes of the Valley**
Tastes of the Valley was extremely well attended this year, as always, and served up some amazing samples to the community. There was also great sharing of resources between the Farmers’ Market and the Town of Wolfville to pull off the weekend of events.

**Art Festival Wolfville**
To date, I have not received much feedback from the organizer of this event, but from what I observed it was well attended, and not impacted by weather.

**Mudcreek Tennis Tournament**
Weather impacted the Tennis Tournament and the group was forced to cancel their Saturday program and postpone the events to Sunday.

**Mud Challenge**
Mud Challenge had a record breaking 12 team entrants, raising $1,200 for the Mudley Fund. The event felt chaotic at times and this may be attributed to having more new staff on board. All the stations went well for the most part, especially the new station which involved kicking a ball from a mud pit into the net. This was added in order to reduce costs from renting the dunk tank. The ‘Triathlon’ station was missing a set of ‘big-feet’ and became less exciting to participate in, but overall still went quite well.

Towards the end of the day the cool air caused many of the wet participants to feel very chilled. If future challenge days are equally cold, it would be appropriate to set up a warming station with hot chocolate, etc.

There are also some concerns about the amount of money collected throughout the year for the Mudley Fund. Although I feel that there should be a more constant form of fundraising, I believe there are easy additions to be made to the Mud Challenge that could have some large financial impacts. For example, stations set up that are for the general public to participate in for prizes (i.e. ‘carnival style’ games).

**Acadia University Garden Tour**
The garden tour is a fantastic addition to our program, as it hits a demographic that may otherwise be less interested in the Mud Creek Program. Both Garden Tours were well attended, and self-contained.

**Mudley’s Birthday Party**
Mudley’s Birthday Party was reduced in duration by an hour this year, and we felt that this allowed for a more concentrated program. The new time of the event also made it easier on staff for program delivery, and the larger concentration of attendance gave the impression that the event was better attended.

We made the switch from magic shows to live and interactive music, and felt that it was a good transition. We also cut the rock climbing station, which was unfortunate, as we felt it had a large impact visually, and it was a physically active and unique station for all ages. These changes allowed for big cost savings, allowed us to free up the waterfront parking lot, as well as create a better location for food vendors. Having music in the park allowed the space to feel more animated. Unfortunately, due to
weather, the interactive drumming station could not move ahead. This is an addition we will most likely try again for next year.

**K-Rock Mud Creek Concert**
Several issues came up during the lead up to the concert that almost led to a disaster of an event, but thanks to some quick thinking and the dedication of the parks /pw staff we were able to make the concert into a successful evening. Some hurdles included parked cars, missing weather walls for our tent and inability to coordinate with our tent company, MC not showing up until 15 minutes into the show, our second band missing sound check, weather forcing us to bag speakers which caused increased reverb, and the food trucks cancelling their attendance.

In the end everything came together on this event with the general public taking no notice to the complications that nearly derailed it.

**Molson Coors Beverage Tent**
This year we went with a new layout style. Instead of having the fenced in beverage area adjacent to the non-drinking crowd, there was a double fenced barricade up in the middle(ish) part of the stage. The double fenced portion allowed for a security guard to monitor any potential passing of beverages over the barricade, while allowing our drinking crowd to have better viewing of the stage. Overall, with this new layout, the front of the stage was more populated than it was in 2014.

The beverage tent had two incidents, both involving patrons entering the beverage tent with smuggled beer. Bringing alcohol into the area was against our liquor license, and so both individuals were removed from the premises. The beverage tent was otherwise clear of over-intoxication, rowdiness or any other issues of note.

**Fireworks**
Fireworks were well attended and went off without a hitch. There was some concern about weather throughout the day, but we proceeded with the set up and were ready to launch for 10:00 PM at the end of the last act of the concert. Staff received a call from the FireworksFX launch technician who warned of the incoming rain from the Kentville area around 9:40 PM, and we decided to launch the fireworks slightly early around 9:55 PM. The early launch went unnoticed by most; however, we did receive two complaints via social media that were addressed with positive reception.

**Sunday**

**Garden Tour**
The garden tour is a fantastic addition to our program, as it hits a demographic that may otherwise be less interested in the Mud Creek Program. Both Garden Tours were well attended, and self-contained.

**Tennis Tournament (rescheduled)**
The tennis tournament at Rotary Park was a success; however, it ran rather late due to the rescheduling from Saturday.
Swift Night Out
Organizers of this event did not contact us this year to receive the promo that Mud Creek Days usually provides for this event, however, the event was still well attended and seemed to go without a hitch.

Strawberry Social
Staff only heard about this event after all marketing efforts was finalized, and so the Strawberry Social at the Randall House Museum was not able to benefit from the Mud Creek marketing. We lent infrastructure and advertised the event via social media. The event went without a hitch, but we are unsure of attendance and success of this fundraiser for the museum at this time.

Movie in the Park (rescheduled)
The usual projector we borrow from HRM was broken and unavailable, so we rented one from a production company that really improved the quality of the screening. Despite the technical soundness of this event, it was majorly under attended due to the rescheduled showing. The sun doesn’t set until late in July, and so many parents didn’t feel like it was practical to have children up that late on a Sunday. With the modest attendance, the movie was still a big success. Inquisitive Toys did a trivia pre-show, and the weather held off long enough to have the film without worry.

Marketing

Newspapers
Due to our bi-weekly buy in the Grapevine, we had to pass up on our Chronicle Herald sponsorship. Additionally, the flux situation of the WBDC meant that we were unable to leverage coverage in other print media, such as the Advertiser. That being said, we were happy with the coverage we received both leading up to, and following Mud Creek Days through various print and online media.

Radio
Our experience with our radio sponsor was challenging this year. The radio sponsor explained that an entirely new team was placed on the project. This lead to several difficulties leading up to the media campaign. Our radio sponsor provided a two week cycle of one 30-second ad, as well as an MC at the Mud Challenge and Concert. This was not the agreed upon level of contribution, so staff is working on retro-actively adjusting the agreement and troubleshooting the 2016 relationship.

Brochure
We left the brochure very similar to last year in order to reduce our design costs and time restraints. We had 8,000 brochures printed, with 6,000 being delivered to neighbouring communities via flyer services.

Social Media
Social media was focused around Facebook with event listings and posts to hype up the event. We had good levels of participation, and our boosted concert post had 60 + shares. In the future we would like to have a designated person during the event on Instagram and Twitter to increase public interaction.

Website
***
**Posters**

Two different posters were produced for the event. One poster was for the concert and fireworks and the other poster focused on the festival in general. Both posters were placed around town, including the businesses and kiosks, and were meant to direct people to the website.

**Budget**

This year’s budget was the same as last year, however, due to unforeseen expenses and a bad sponsorship uptake, staff overspent by nearly $2,000. The following is a non-detailed breakdown of the budget. A more detailed version is available upon request:

- Program Expenditures: $15,586.21
- Marketing Expenditures: $3,664.29
- Staff Expenditures: $2,000+

**Expenditures Grand Total:** $21,250.50

- Sponsorship Revenue: $4,750.00
- Other Revenue: $14,408.85*

**Total Revenue:** $19,158.85

**Balance:** -$2,091.65

*including ToW contribution

**Sponsorship**

There were several difficulties with sponsorships this year that led to a less successful year. We lost several gold and silver sponsors without much notice and without the opportunity to pitch another year. Fortunately, this decline seems to be about circumstances outside of our control more than it was about the quality of the 2014 program and sponsor satisfaction. Admittedly more could have been done with sponsorship, however, big changes with town staff forced a reallocation of time that limited the ability to approach many new sponsors. For 2016 there has been a soft-commitment from several sponsors to return, and things look optimistic, especially now that we have had a successful 2015 program. More specific details on sponsors is available upon request.

**Logistics**

The following feedback was collected from the Public Works, Parks and Community Development staff on the overall delivery of the event. All suggestions are listed here in original wording and will be taken into consideration for future years.
- Buy your own movie screen for the outdoor movie in the park event (confusion with the Town of Kentville regarding movie screen rental)
- Have a large pre-made email contact list for any last minute changes throughout the festival (could look at using Mango Apps in the future)
- Have a preshow checklist for all technology elements (e.g., lighting) to make sure that all elements will work during the event (e.g., issue with generator plugs powering the light in the beer tent)
- Include more details on the pickup/drop off sheets with descriptions of the items to avoid confusion
- Better communication on where things are being borrowed from, including contact names and numbers, and confirm earlier in the week leading up to the event
- When borrowing or renting equipment, have crew pre check the equipment to ensure completeness and that there is no damage prior
- Designate specific crews for equipment transportation between venues to avoid confusion on the day of (i.e., who is moving what items)
- Have a designated person for lending out event gear – should have a specific storage location and have sign in/sign out access
- Fence off the generator from public access to ensure safety
- Order ice for the beverage tent beforehand – call a party for ice delivery for the event and could potentially store it in the public works building a few days before the event
- The right keys for the equipment and facility access is important (e.g., hitch lock for bike trailer)
- No equipment or event items should be stored in Town Hall
- No Parking signs need to placed by Friday at noontime, indicating a special event on Saturday and No Overnight Parking Friday night
- Develop and handout maps for each venue for the festival to make it easier to drop off equipment and ensure faster set up
- Railtown Circle parking lot to be closed earlier for food vendors, but the handicap and tour bus access to be left open
- Wine Tour Bus: modify the route for the wine bus on the day of the Mud Challenge and close parking lot to wine tour patrons since Willow Avenue is close. Coordinate with VIC staff and have temporary stop signs indicating new pickup location
- Shut off irrigation in Waterfront before Friday to avoid water from popping breakers on Light poles (there was no light post power in Waterfront Park). Also add to preset list 100’ heavy gauge power cable and cable mats to run power from Gazebo and Irrigation Hut
- Have food truck vendors pay in advance
- Have a more set schedule for Mudley’s Birthday Party and have activities for older children
- Have a bigger role played by members of the ASU
- With the exception of the morning, there was a lot of standing/waiting around in the afternoon and that recreation staff were only needed for set up/take down
- Less recreation staff involvement in the evening, felt that there was little to do after 7 PM
- Ensure booking of tent walls as part of contract.
- Re-book generator from King’s County
- Consider buying and owning our own movie projector, as this may be most cost efficient, as well as allow for additional community programming opportunities
1) UPDATE

Councillor Oldham attended the 78th FCM annual conference and trade Show in Edmonton June 4-8, 2015, which was the largest pan-Canadian gathering of elected municipal leaders.

The 2015 edition of FCM’s Annual Conference and Trade Show, with a focus on the 2015 federal election, delivered informative and thought-provoking sessions designed to meet the unique professional development needs of municipal political leaders and senior staff. Under the theme Today’s communities, tomorrow’s Canada, the event was a huge success and brought together more than 1,700 municipal leaders from across the country.

The conference also offered a unique and timely opportunity for delegates to come together just months before the next federal election, to engage in a national conversation about the issues that are important to us and the challenges we all face, and to hear from key representatives in the critical lead-up to the fall election.

The customizable Powerpoint presentation showcases key conference events and session highlights so that the experience could be shared with Councillors, colleagues and community.
1) UPDATE

Deputy Mayor Donovan and Councillor Brian attended a session sponsored by St Mary’s University and promoted by UNSM regarding:

COMMUNITY LAND TRUSTS - INNOVATION HOUSING APPROACH TO AFFORDABILITY AND DIVERSITY.

The session was presented by Michael Lewis of Vancouver. Community Land Trusts (CLT), [are a]”... form of land tenure that blends ownership interests to create a balance means to blend private and community benefits.”

The session presenter identified three places – Vancouver, Burlington Vermont, and a small and dying town called Hedley in the BC interior, who had had some success related to CLT. The discussion reminded me of the site in Burnaby BC that was included in the tours of FCM a few years back – UniverCITY – a partnership of the City of Burnaby and Simon Fraser University that involved a land swap, a long term land lease from USF, and development of housing for about 30,000 – students, faculty, university staff and the general public.

The speaker made reference to a development in Leeds, England called LILAC Co-op - Low Impact Living Affordable Community as an example. Google LILAC Co-op, Leeds and you will find an interesting overview.

Community Land Trusts have been developed in response to:

1. The Unearned Dividend, where a vacant lot appreciates in value due to the efforts and investments of neighbouring business and property owners, not due to any effort of the owner of the vacant lot, and
2. That in some markets, like Vancouver, 80% of a property's value is the land, not the building that is on the land.

One CLT model is to buy a land (often with foundation and government assistance), and resell it. Those who buy benefit from an affordable price for the land. Should they sell they are required to separate the value of the land which remains at the same price as when they originally bought. The house value may increase in value as it is a real improvement to the property. This is one way to preserve affordability for home buyers.

Thirty years ago the then-mayor of Burlington Vermont, Bernie Sanders, initiated Community Land Trusts and other initiatives like insisting on 10-25% affordable units (for 99 years) in new
developments. Today Burlington, population 38,000, has 2,800 affordable condos, apartments and homes. http://m.huffpost.com/us/entry/7510704

As part of a broader discussion of housing this is a concept worth considering with respect to the many housing related issues in Wolfville – affordability, housing type, tenure and mixed income populations.

**Silver Economy Engagement Network (SEEN)**

Also of interest was the informal discussion at lunch with the Gordon Michael, Director of SMU Continuing Education. SMU has launched a group – SEEN – aimed at creating a network of Nova Scotian’s over 55 to develop a base of skills and expertise with an economic focus. Mr. Michael contends that the real opportunity for entrepreneurs is not with the 18 – 45 year old but with early retirees or almost retirees, who have the financial resources and security from good pensions, to take financial risks, not the young person who must have more security in their current stage of life. For example, he has been working with those about to retire from the Base In Halifax and noted that he had been working with about 75 members to date who are about to retire and are looking to do something entrepreneurial. His view is that we could be taking advantage of the huge baby boomer cohort that is just beginning to retire and will continue to for the next decade or more, to create opportunities for jobs for the younger cohort. Mr. Michael would be willing to come to Wolfville to discuss this with us – in fact they are already planning to do some road shows. So something we might consider as one plank in our economic development.
1) UPDATE
The Valley Region Solid Waste-Resource Management Authority met on July 29, 2015, representing a deviation from the normal meeting schedule.

With regard to the current year budget, the Authority reviewed a letter from Jeff MacCallum, CEO, Resource Recovery Fund Board (RRFB), which indicates that due to a number of factors, the RRFB achieved much higher than anticipated net revenues affecting the value of Diversion Credit Funding distributed across the Province.

The Authority also discussed the unbudgeted reduction in the per-tonne fee being paid to Chester for landfill services which also offers a positive impact on the Authority’s finances with it being the consensus to further discuss these matters during the September meeting to determine whether or not preparing a supplementary budget reducing partner funding requirements for the remainder of the fiscal year would be in the best interest of all involved.

In keeping with the Auditor’s recommendation, the Authority also discussed the potential for the establishment of an operating reserve fund. As a first step, a motion was passed asking Authority representatives to discuss this matter with their respective Councils and to bring findings back to the Authority during the September meeting. The Authority will determine if establishing a reserve fund is agreeable to partners.

The next meeting of the Valley Region Solid Waste-Resource Management Authority will be held on Wednesday, September 16, 2015 (no meeting in August).
Management Minute

Budget Matters

The Valley Region Solid Waste-Resource Management Authority met on July 29, 2015, representing a deviation from the normal meeting schedule. With regard to the current year budget, the Authority reviewed a letter from Jeff MacCallum, CEO, Resource Recovery Fund Board, which indicates that due to a number of factors, the RRFB achieved much higher than anticipated net revenues affecting the value of Diversion Credit Funding distributed across the Province. While the Authority budget indicates a value of $260,000.00 in diversion credit funding, which was felt to be optimistic at the time, it now appears, based on an interim payment of $287,800.00, that the Authority could receive approximately $375,000.00 for the year. The Authority recognizes this as very good news for all involved. The Authority also discussed the unbudgeted reduction in the per-tonne fee being paid to Chester for landfill services which also offers a positive impact on the Authority’s finances with it being the consensus to further discuss these matters during the September meeting to determine whether or not preparing a supplementary budget reducing partner funding requirements for the remainder of the fiscal year would be in the best interest of all involved.

In keeping with the Auditor’s recommendation, the Authority also discussed the potential for the establishment of an operating reserve fund. As a first step, a motion was passed asking Authority representatives to discuss this matter with their respective Councils and to bring findings back to the Authority during the September meeting. The Authority will then determine if establishing a reserve fund is agreeable to partners.

The Municipalities of Annapolis and Kings and The Towns of Annapolis royal, Berwick, Kentville, Middleton and Wolfville: Your Partners in Waste Reduction

WWW.VWRM.COM ~ 679-1325 ~ 1-877-927-8300
UPCOMING MEETING

The next meeting of the Valley Region Solid Waste-Resource Management Authority will be held on Wednesday, September 16, 2015 (no August meeting) beginning at 9:00am in the Board Room.

PROVINCIAL ACTIVITY—REGIONAL CHAIRS COMMITTEE

The Regional Chairs Committee continues to actively address issues of common concern across the Province. Some key topics of interest currently under discussion include:

Extended Producer Responsibility Stewardship Model for Printed Paper and Packaging—Nova Scotia Environment staff continues to discuss the most appropriate funding model for Nova Scotia with the Regional Chairs and the Priorities Group. Region 4 (Halifax) proposed moving forward with a shared model at the Regional Chairs meeting on June 25th. After lengthy debate, the Regional Chairs agreed to return to this topic again during the September meeting. The Chairs directed the Priorities Group to develop a document detailing the pro’s and con’s of both a full model and a shared model stewardship program as well as a model that transitions from shared to full EPR. The Authority, has now taken the step of passing a motion reflecting their full support and endorsement of moving forward based on a full model as follows:

On motion of John Himmelman and seconded by Brian Hirtle that the Valley Region Solid Waste-Resource Management Authority endorses the consideration for the implementation of a full industry-funded model for an Extended Producer Responsibility Stewardship program for Packaging and Printed Paper.

This motion of support will be relayed to the Regional Chairs Committee during the September meeting.

ORGANIZATION REVIEW

The Authority’s Organization Review being completed by Stantec Consulting Ltd., is now well underway. While it was hoped that a Final Report would be available for the Authority’s review during this meeting, it is now anticipated that the Report will be presented during the September meeting. In the meantime, an Organization Review Sub-Committee meeting will be coordinated with the Consultant to review and discuss the draft Report in preparation for presentation to the Authority in September.

MYWASTE APP

The much anticipated “MyWaste” mobile app and website plugin will soon be live. This exciting initiative will allow users instant access to regional waste-resource management information and collection schedules based on their civic address. Watch for more information as we prepare to go “live” this month!

FALL CLEAN-UP

A reminder to all that while not in the 2015 Waste-Resource Management Calendar, the Authority has re-instated and will be offering the Fall Clean-up Service. This service will begin during the 3rd week of September and run to the end of October following a similar schedule to that of past years. Partner municipalities will be contacted to help share this very important message across the Region.

WIND TURBINE PROJECT

The Authority’s wind turbine project continues to move forward. Site preparation is now complete and the laydown area for the Turbine tower has been finalized. Letters of undertaking have been submitted to and approved by the Town of Kentville and a Building Permit has been issued. It is anticipated that the foundation for the tower will be put in place in early August and that the turbine sections which are now in storage in Pictou will be put in place in early September. With these steps now in place, it is anticipated that the equipment could be operational and producing power by the end of September, a month earlier than originally planned. All involved are very pleased to see this project progressing with all Authority representatives invited to stay after the meeting in September to tour the wind turbine site.

UPCOMING MEETING

The next meeting of the Valley Region Solid Waste-Resource Management Authority will be held on Wednesday, September 16, 2015 (no August meeting) beginning at 9:00am in the Board Room.
1) UPDATE
The Kings Transit Authority (KTA) held a Regular Board meeting on July 27, 2015.

Ridership on all routes remained lower than previous over the past months; many factors impact ridership like low gas prices and an extremely harsh winter and spring combined with the school year coming to an end – all have had an impact on ridership. Although the ridership in general is down, the ridership in June began to stabilize.

Bus 54 was badly damaged and it can no longer be driven until repairs are made – a manhole cover gave way under the weight of the bus, causing the cover to flip up under the bus tearing the bus frame in one section and damaging the floor and interior panels of the bus. There was no one hurt during this incident.

KTA has received a second yearly $375,000 from the province. The initial recommendation from the General Manager was to use the funds on bus refurbishment, adding another eight year, on average, to the lifespan of buses.

A meeting was held to discuss the recently completed Rapid Transit Study commissioned by Eco Kings. It was agreed during the meeting that although the service would be great to have, it will be too hard a sell at this time.

The next meeting of the Board of Directors will be held September 23, 2015.
1) UPDATE

Lacking a quorum at the August 12th meeting, the Eco-Kings Action Team did not hold a formal meeting; however, those present discussed the agenda topics as indicated in the following notes:

Sustainable transportation. At the July 8th Eco-Kings meeting a committee was formed to look into possibilities for developing a project that would qualify for Connect2 funding. The committee decided that if the Connect2 program continues next year Eco-Kings should develop a project around trails and active transportation with an educational slant. The bike share project managed through public libraries that Kaitlyn Bell worked on developing might be presented next year. The Connect2 group is especially interested in innovative projects and this could be one that would be looked at favourably.

Student sustainability coordinator. Kaitlyn Bell is looking at the integrated community sustainability plan and Kings 2050 to find out what types of projects would work. Because of funding issues, tension within some of the municipal councils, and upcoming elections, now might not be a good time to pursue the sustainability position.

The community gardens in Berwick and Kentville have been successful and should set a precedent for future edible landscaping projects. The Kentville gardens are smaller and less consistent in presentation because they were planted and are being managed by different groups, including young children. Produce from the gardens is being used by soup kitchens, etc. The garden at the recreation centre is on newly cultivated soil and is not doing very well, but there will be a planting party to improve the garden.

There was a sustainability fair at the Wolfville Farmers Market on Wednesday, August 19th. This included a Repair Café where people shared skills on how to repair and maintain items, demonstrations of food preservation techniques, and crafts for kids using recycled materials.

Kaitlyn Bell has also been working on a Walk and Ride to School program. This involves defining safe walking and biking routes using GIS data. Acadia students will volunteer to walk groups of children to school in Wolfville.

Roundtable discussion from members. The Acadia student volunteers will all have had a criminal records check. The question was raised as to where we are now with respect to a regional sustainability coordinator. Brian Van Rooyen replied that this depends on municipal units collaborating. He thinks a coordinator should be able to assist individual municipalities with their own sustainability issues as well as regional ones.

The next Eco-Kings meeting will take place on Wednesday, September 9 at 1:00 pm at Valley Waste.
1) UPDATE

The Valley Community Fibre Network (VCFN) Committee held a Board meeting on August 21, 2015. VCFN Operations report highlights include:

- Network Status Report: there were no fibre failures during the previous period.
- New proposals:
  - Alternative Resource Energy Authority (AREA) wind farm project under way - tentative date for completion and billing is September 3, 2015.
  - There was a discussion about whether the use of VCFN resources by Kings County Villages would entail a recurring fee to the VCFN or whether these sites were considered part of the Kings County contribution to VCFN costs. Concern was raised about increasing the capital footprint of the VCFN and the additional operating costs that this would entail. It was noted that the VCFN needed a list of strategic issues that would be updated periodically and the possibility of a committee regarding this issue was put forward. Highlighted that a policy regarding expansion was necessary regarding expansion to new municipal sites as well as commercial users.
  - AVRSB: Gerry Burrell with the AVRSB indicated that he was not currently interested in pursuing an agreement with VCFN as his telecom requirements were now being handled by a “Shared Services” initiative at the province.

Legal Service RFP:

A Request for Proposals (RFP) for legal services (2015-2020) was issued July 13, 2015 for the provision of a full range of legal advice and support for the VCFN Authority and all governing bodies and committees established through agreements with the VCFN Authority.

The closing date for submissions was July 31, 2015 and proposals were received from the following:

- Bedford Law
- Taylor MacLellan Cochrane Lawyers, and
- btwlaw (Current provider of legal services for VCFN Authority)

Following the selection of a preferred firm, the terms of reference and the successful proposal will serve as the basis for preparing a contract for services.
SUMMARY

DEVELOPMENT AGREEMENT FOR LOT 2013-3 GASPENEAU AVENUE

For Council to consider the PAC recommendation regarding the draft development agreement at Lot 2013-3 Gaspereau Avenue (PID 55521629) for the construction of a planned development (12 units) on the property.

PAC Motion (July 15, 2015):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR Lot 2013-3, GASPENEAU AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED

DRAFT MOTION:

That Committee of the Whole recommend the Development Agreement for Lot 2013-3 Gaspereau Avenue move forward to Public Hearing on October 6, 2015.
REQUEST FOR DECISION #061-2015
Development Agreement for Lot 2013-3 Gaspereau Avenue (PID 55521629)
Date: September 1, 2015
Department: Community Development

1) CAO COMMENTS
None required. This is a recommendation from PAC.

2) LEGISLATIVE AUTHORITY
The Municipal Planning Strategy establishes the ability to enter into development agreements. See attached PAC Staff Report.

3) PAC RECOMMENDATION
PAC Motion (July 15, 2015):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR Lot 2013-3, GASPEREAU AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED

4) REFERENCES AND ATTACHMENTS
• PAC Staff Report dated July 15, 2015 (attached)

5) PURPOSE OF REPORT
For Council to consider the recommendation of the PAC.

6) DISCUSSION
During the July 15, 2015 Planning Advisory Committee meeting, two primary concerns were raised by Committee members and are addressed here:

1. Traffic Safety: A question arose on the safety of egress from buildings A and B directly onto Gaspereau Avenue. The Town Engineer and Traffic Authority reviewed and approved the application in regards to traffic safety, with particular attention paid to the driveway arrangement for buildings A and B. It is always safer to pull out rather than back out from a driveway but controlling this behavior is not possible to control through a Development Agreement. The Motor Vehicle act states: "The driver of a vehicle entering a highway shall yield the right of way to all vehicles approaching on the highway." The safest way to do this is back in and drive out regardless of site distances.

2. Crosswalk and/or Sidewalk: A question arose as to whether this development triggers the need for a sidewalk and/or a crosswalk along Gaspereau Avenue. When considering a DA application, the test is if the specific development triggers the need for increased infrastructure requirements or whether this is typical, incremental development progress. In this particular case (12 units), the Traffic Authority has determined that the increase in pedestrian traffic is not significant enough to require additional infrastructure. However, if Council believes that the incremental increases from a variety of developments in the area are sufficient to warrant a crosswalk and/or a sidewalk then this should be referred to the budget process for costing and consideration.
In discussions on whether the capacity of transportation infrastructure (i.e. a crosswalk) at this location is adequate, it was determined by the Town Engineer that it would be difficult to install a crosswalk in a safe manner given the mid-block location and the bend in the road. This may cause a false sense of security for pedestrians and create more of a hazard as a result. The Town’s liability needs to be considered in these situations. With this in mind, it is acknowledged that a sidewalk on the west side of Gaspereau Avenue could be advantageous and may be an infrastructure upgrade that Council wants to consider during long-term capital planning however it should not be a consideration during this particular development agreement process.

Additional information/discussion can be found in the attached PAC Staff Report.

7) FINANCIAL IMPLICATIONS
None.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Full policy review provided in the attached PAC Staff Report.

9) COMMUNICATION REQUIREMENTS
A Public Information meeting was held for the project on May 12, 2015 with property owners within 100m of the property notified and advertisements placed in the newspaper and information placed on the Town website. The Public Hearing (tentatively scheduled for October 6, 2015) is a further opportunity to communicate the project to the public and hear any concerns they may have. 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. A sign will also be placed on the property indicating the property is subject to a development agreement.

10) ALTERNATIVES
1. COTW forwards the application to Council to refer application to the Planning Advisory Committee with specific direction or questions for consideration.
2. COTW forwards application to Council with a recommendation not to proceed to a Public Hearing.
This Development Agreement is made this ____ day of _________________, 2015.

BETWEEN:

3250149 Nova Scotia Limited; and
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55521629) pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;

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

AND WHEREAS the Town Council of the Town, at its meeting on ________, 2015 approved entering into this Development Agreement to permit the establishment of a Planned Development on the Lands, subject to the registered owner of the Lands entering into this Development Agreement;

AND WHEREAS Development Agreement 13-01 is registered against the deed of the Lands (PID 55521629) that approved a twenty three unit apartment building and allowed a subdivision to create PID 55521603 (41 unit apartment building), PID 55521611 (23 unit apartment building) and states “The Developer and the Town agree that the reduction in the dwelling unit density to be permitted on Lot B (PID 55521629) is a contributing factor to the approval of the 23 dwelling unit building on Lot A (PID 55521611);”

AND WHEREAS this Agreement acts as a subordinate Development Agreement to Development Agreement 13-01 (Document #104192084 as registered November 22, 2013 with the Kings County Land Registration Office) which will remain registered against the deed to the Lands;

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

The following schedules form part of this Development Agreement:

Schedule “A” – Property Description
Schedule “B” – Plans and Specifications
- Site Plan & Landscaping Plan
- Building Elevations
- Master Stormwater Management Plan

2. Definitions

2.1 In this 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 (one of the parties to this Development Agreement), their heirs, successors, assigns, and all subsequent owners of the lands.

“Development” means six (6) semi-detached buildings totalling 12 dwelling units and other accessory uses.

“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 Development Agreement is deemed to be entered into under the terms of this Development Agreement.

“Lands” means the real property in the Town of Wolfville owned by the Developer, PID 55521629, and as described in Schedule “A”.

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

As approved by Council ______, 2015
including features defined as hard surface in this Development Agreement or the Land Use By-Law.

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

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

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

“Non-Substantive Amendment” means an amendment to this agreement, as defined in Section 5.1.10.2 which requires a motion of approval from Town Council.

“Planned Development” means the grouping on a site of two (2) or more permitted uses in a zone, subject to Section 8.7.2 of the Municipal Planning Strategy.

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

“Private Driveway” means the access/egress driveway on the Lands from Gaspereau Avenue running to the west of and providing access/egress to buildings C, D, E and F as shown on Schedule “B” over which the Developer has fee simple title and for which the Developer has complete and total responsibility for maintenance and future improvements.

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

2.2 Where terms (words or phrases) are not defined in this Development Agreement, definitions in the Town’s planning documents shall apply. Where terms are not defined in the planning documents, definitions in the MGA shall apply. Where terms are not defined in the aforementioned sources, their ordinary meaning shall apply.
3. Relevance of Planning Documents and Other Regulations

3.1 This Development Agreement contains definitions and regulations for the Development. It complements the Town’s Planning Documents. Unless specified in this Development Agreement, requirements in the Town’s Planning Documents shall apply. Where there is a conflict between this Development Agreement and the Planning Documents, this Development Agreement shall prevail.

3.2 Regulations outside of this Development Agreement or the Town’s Planning Documents may be applicable to the Development. However, the terms of this Development Agreement shall not be materially changed in order to comply with such regulations without an amendment to this Development Agreement.

4. Background

The Developer wishes to construct a Planned Development in the form of six (6) semi-detached residential buildings, totalling twelve (12) dwelling units, on the Lands. The Municipal Planning Strategy requires that any development in excess of two units will require a development agreement in the High Density Designation. The parties have therefore agreed to enter into this Development Agreement. Development Agreement 13-01, which enabled the subdivision of the Lands and sets a density cap of 12 units, will remain registered against the property with this agreement being a subordinate Development Agreement.

5. Terms

5.1 Development Conditions

5.1.1 Permits and Approvals

5.1.1.1 This Development Agreement allows the Developer to obtain development permits, other permits, and permissions to 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 are those of the Developer, unless otherwise specified.

5.1.1.4 No occupancy permit shall be granted for this Development until all provisions of this agreement are met, except for landscaping requirements that cannot be met due to seasonal restrictions.
5.1.1.5 No development permit shall be issued until the Development Officer receives a detailed drainage and grading plan that manages all stormwater on-site or directs stormwater into the Town's stormwater system.

5.1.2 Land Use & Subdivision

5.1.2.1 The following uses are permitted:
- All as-of-right uses permitted in the High Density Residential (R-2/HD) zone in the Land Use By-law.
- Planned Development, up to 12 dwelling units.

5.1.2.2 The Development shall conform to the zone standards of the Land Use By-law, as established in Section 9.4 except as otherwise established by this agreement.

5.1.2.3 All Development shall occur on the Lands, unless otherwise specified in this Agreement.

5.1.2.4 The total number of dwelling units on the lands shall not exceed twelve (12).

5.1.2.5 The Developer shall be permitted to subdivide Building A and Building B, as shown on the site plan of Schedule “B”, subject to the requirements of the Subdivision By-law.
5.1.3 Site Requirements

5.1.3.1 Development on the Lands shall be built generally in accordance with the Plans and Specifications of Schedule “B.” Subject to the discretion of the Development Officer, changes to the site/landscaping plan may be made without amendment to this agreement to respond to requirements of the Traffic Authority, Town Engineer, Valley Waste Resource Management, or the Fire Chief.

5.1.3.2 All Zone Standards from the Land Use By-law Section 9.4 shall apply except for the following:
- Encroachments into yards by the at-grade patios and pergolas, as shown on the Site Plan in Schedule “B,” shall not exceed 40% of the required yard setbacks in the Land Use By-law.

5.1.3.3 The Development shall have a minimum of 12 parking stalls, in compliance with the Land Use By-law requirement of 1 per dwelling unit.

5.1.3.4 No parking is permitted on non-hard surfaced areas of the site. To be clear, parking is only permitted in the unit driveways and within garages. No parking is permitted on the Private Driveway.

5.1.3.5 The site shall have a Private Driveway to provide two-way access/egress from Gaspereau Avenue with a minimum travel path of 6 metres (20 feet) as shown on Schedule “B.”

5.1.3.6 The Private Driveway and individual unit driveways shall be hard surfaced with asphalt or other stable surface, pursuant to Section 23.3.1 of the Land Use By-law, sufficient to support a vehicle without undue deformation or damage of the surface, such as rutting, and not allow the raising of dust or loose particles.

5.1.3.7 The maximum impermeable surfacing of the Lands shall not exceed 40% of the lot area.

5.1.4 Landscaping

5.1.4.1 The Developer shall landscape the property generally in accordance with the Site/Landscape Plan included in Schedule “B”. Subject to the discretion of the Development Officer, the location of plantings and the detail of the amenity area may be changed, without amendment to this agreement, to respond to site conditions encountered during construction.

5.1.4.2 A continuous line of landscaping shall be incorporated along the south-eastern property line (adjacent to single family homes along Fowler St.) to
provide a visual separation. It is encouraged to retain existing vegetation along this property line, where feasible, to enhance the plantings shown on Schedule “B.”

5.1.4.3 The Developer and its successor(s) shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.

5.1.4.4 The use of native plant species and water efficient plantings are encouraged.

5.1.4.5 Prior to the commencement of any work on the Development, including excavation or altering of land levels, the Developer shall submit an erosion and sedimentation control plan to the Town, prepared by a Professional Engineer, and no work shall proceed on the Lands until this plan is approved by the Engineer and subsequently implemented by the Developer.

5.1.4.6 The Developer shall provide onsite lighting for all driveways and walkways on the Lands of number and design sufficient to provide for the reasonable safety and security of vehicles and pedestrians. All lighting fixtures shall be of a design as to prevent the unreasonable illumination of adjacent properties and full cut off fixtures shall be used for all outdoor lighting.

5.1.5 Surface Drainage

5.1.5.1 The Developer shall not increase the amount of surface drainage that is directed onto any property surrounding the Lands, including Town Streets beyond the amount of surface drainage in existence at the Effective Date of the Development Agreement. The Developer shall provide to the Town a drainage plan prepared by a Professional Engineer providing pre-development and post-development flow information that confirms and provides evidence of adherence to this requirement. This plan shall be approved by the Engineer and no development permit shall be issued prior to approval of the drainage plan.

5.1.5.2 As an alternative to the requirements of clause 5.1.5.1 the developer may, with the approval of the Engineer:
(a) Increase run off to the Town storm sewer system if the Developer can demonstrate to the satisfaction of the Engineer that the existing drainage system has adequate capacity to handle the additional flows.
(b) Increase run off to the Town storm sewer system if the Developer, at its own expense, upgrades the existing drainage system to handle additional flows.

5.1.5.3 A security deposit of $5,000, in the form of cash or bond, shall be collected by the Town from the Developer and held for 1-year from the date of occupancy to ensure compliance with the approved stormwater management plan.
5.1.5.4 At the Town’s sole discretion, the security deposit outlined in Section 5.1.5.3 shall be used by the Town to remedy an issue if after 10 business days from an issue being reported by the Town to the Developer no action is being taken by the Developer to deal with the issue. Any stormwater or drainage issues that arise from the Development after completion, and beyond the term of 5.1.5.3, shall be remedied by the Developer or its successor(s), at their sole cost, in a timely manner.

5.1.6  Municipal and Private Services

5.1.6.1 The underground water and sewer services to the site, including along the Private Driveway, shall be built to Nova Scotia Road Builders - Consulting Engineers of Nova Scotia - Landscape Nova Scotia Standard Specifications for Municipal Services.

5.1.6.2 The parties agree that municipal sanitary sewer and water services are available in the street on Gaspereau Avenue and all costs to connect the buildings to these services are the responsibility of the Developer, including all services along the Private Driveway.

5.1.6.3 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.

5.1.6.4 The Developer agrees to enter into any easement agreement that the Town deems necessary to maintain or access water and sewer services. Any necessary easement agreements shall be executed prior to any Development Permit being issued for the Lands.

5.1.6.5 The Developer agrees that the following will be provided:
- a curb stop for each water service;
- a hydrant at the end of the water line on the private drive; and
- a manhole for the sanitary on the private drive on the end of the line.

5.1.7  Refuse Storage and Utility Equipment

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

5.1.7.2 Containers referenced in 5.1.5.1 shall be located so that they are visually screened.

As approved by Council ______, 2015
5.1.7.3 Utility equipment such as mechanical and electrical equipment shall be visually screened by fencing or landscaping.

5.1.7.4 Refuse, compost, recyclables, and other similar matters for buildings C-F, as shown in Schedule “B”, shall be collected at Gaspereau Avenue or through an alternate arrangement approved by Valley Waste Resource Management and the Development Officer.

5.1.8 General Maintenance and Operation

5.1.8.1 The Private Driveway shall be maintained exclusively by the Developer or its successor(s), including but not limited to underground services, maintenance of asphalt, and snow removal from the property line adjacent to Gaspereau Avenue to the extent of the driveway within the Lands.

5.1.8.2 Buildings, landscaping, and other related features shall be maintained in good condition.

5.1.8.3 Grass lawns shall be maintained to a mowed height and condition.

5.1.9 Timing

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

5.1.9.2 All development enabled by this Agreement shall be completed within 10 years.

5.1.9.3 Within 1 year of the issuance of the occupancy permit for the Development, all landscaping, including the amenity area, required by this Agreement shall be completed.

5.1.10 Amendment

5.1.10.1 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 Municipal Government Act, including the holding of a Public Hearing.

As approved by Council ______, 2015
5.1.10.2 Following are matters in this Development Agreement which the Town and the Developer do not consider to be substantive and subject to the discretion of the Development Officer:
   (a) Extension of the time period established in 5.1.9.2

5.1.11 Expenses

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

5.1.12 Liability

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.

5.1.13 Default

5.1.13.1 Any expenses the Town incurs to enforce the terms of this Development Agreement are payable to the Town.

5.1.13.2 If the Developer breaches any of the terms of this Development Agreement, the Town, at its sole option, may:
   (a) Terminate this Development Agreement;
   (b) Exercise its rights under paragraph 5.1.13.1 above; or,
   (c) Take no action.

5.1.13.3 Any election by the Town to take no action on a breach of this Development Agreement by the Developer shall not bar the Town from exercising its rights under this Development Agreement on any other breach.

5.1.14 Administration

The Development Officer administers this Agreement. His/Her decision is final and binding on all parties.
6. Warranties by the Developer

6.1 Title and Authority

6.1.1 The Developer warrants as follows:

(a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, 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 to validly bind the Lands.

(b) The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

7. Full Agreement

7.1 Other Agreements

7.1.1 This Agreement acts as a subordinate Development Agreement to Development Agreement 13-01 (Document #104192084 as registered November 22, 2013 with the Kings County Land Registration Office) which will remain registered against the deed to the Lands. No other agreement or representation, whether oral or written, shall be binding.

7.1.2 This Development Agreement shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

8. Notice

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

Town of Wolfville
Town Hall
359 Main Street
Wolfville, Nova Scotia
B4P 1A1
Attention: Development Officer
and if to the Developer:

Noel Taiani
President, 3250149 Nova Scotia Limited
PO Box 381
Halifax, NS, B3J 2P8

9. Heads

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

10. Binding Effect

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

11. Execution

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

SIGNED, SEALED AND DELIVERED )
In the presence of: )
) TOWN OF WOLFVILLE
) )
) By _____________________________
) MAYOR
)

_______________________________
Witness

) )
) By _______________________________
) CHIEF ADMINISTRATIVE OFFICER
)

As approved by Council ______, 2015
SIGNED, SEALED AND DELIVERED

In the presence of:

) 3250149 Nova Scotia Limited
)
)
)
)
) By _______________________________
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)

Witness

__________________________________________
A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ______________________, 2015, _____________________________________ 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

As approved by Council ______, 2015
I certify that on __________________________, 2015, ________________________________ a witness to this agreement came before me, made oath, and swore that the 3250149 Nova Scotia Limited 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
Schedule “A” – Property Description

Registration County: KINGS COUNTY
Street/Place Name: GASPEREAU AVENUE /WOLFVILLE
Title of Plan: PLAN OF S/D SHOWING PARCEL A & PARCEL B LOT 2013-1 S/D OF LOT B LANDS OF 3250148 NOVA SCOTIA LTD & PARCEL C & PARCEL D S/D OF LOT A LANDS OF 3250149 NOVA SCOTIA LTD PARCEL A TO BE ADDED TO PARCEL C TO FORM LOT 2013-2 PARCEL B TO BE ADDED TO PARCEL D TO FORM LOT 2013-3 GASPEREAU AVE TOWN OF WOLFVILLE
Designation of Parcel on Plan: LOT 2013-3
Registration Number of Plan: 104118170
Registration Date of Plan: 2013-11-08 10:55:23

SUBJECT TO the Development Agreement recorded as Document #104192084.

*** Municipal Government Act, Part IX Compliance ***

Compliance:
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: KINGS COUNTY
Registration Year: 2013
Plan or Document Number: 104118170

As approved by Council _____, 2015
Schedule “B” – Building Elevations

As approved by Council ______, 2015
Schedule “B” – Building Elevations

As approved by Council _____, 2015
Schedule “B” – Master Stormwater Management Plan (subject to detailed plan)

As approved by Council ______, 2015
SUMMARY

AMENDING DEVELOPMENT AGREEMENT FOR 7 GASPEREAU AVENUE

For Council to consider the PAC recommendation regarding the draft amending development agreement for 7 Gaspereau Avenue (PID 55274963) to convert the existing commercial space in the building into a 4-bedroom dwelling unit.

PAC Motion (August 20, 2015):

*MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT AMENDING DEVELOPMENT AGREEMENT FOR 7 GASPEREAU AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION.*

CARRIED

DRAFT MOTION:

That Committee of the Whole recommend the amending of the Development Agreement for 7 Gaspereau Avenue move forward to Public Hearing on October 6, 2015.
1) **CAO COMMENTS**
None required. This is a recommendation from the PAC.

2) **LEGISLATIVE AUTHORITY**
The Municipal Planning Strategy establishes the ability to enter into development agreements. See attached PAC Staff Report.

3) **PAC RECOMMENDATION**
PAC Motion (August 20, 2015):

*MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT AMENDING DEVELOPMENT AGREEMENT FOR 7 GASPEREAU AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED*

4) **REFERENCES AND ATTACHMENTS**
- PAC Staff Report dated August 20, 2015 (attached)

5) **PURPOSE OF REPORT**
For Council to consider the recommendation of the PAC.

6) **DISCUSSION**
The application by Scotia Legal Services is to convert existing commercial space at 7 Gaspereau Avenue to a 4-bedroom residential dwelling unit. This conversion would require a development agreement (DA), however, there is already a DA registered against the property which would require amendment. Staff received a completed application on July 2, 2015, held a public information meeting on July 16, 2015 and prepared a staff report and a draft amending development agreement which was reviewed by the Planning Advisory Committee (PAC) on August 20th, 2015. PAC provided a positive recommendation to Council and now the draft amending DA is before Council for initial consideration. The next step is to hold a Public Hearing and then consider the DA amendment for final approval.

**Issues identified by PAC**

The issues identified by the Planning Advisory Committee during their August 20, 2015 meeting are outlined here for Council’s consideration:

1. **Interpretation of Restricted Commercial Designation** – A concern was expressed that the Restricted Commercial designation should be interpreted to protect existing commercial floor space so to encourage more live/work spaces and home based businesses, which would bolster the commercial tax rate and provide options to small businesses.
2. **Land Use Conflicts & Density** - Concerns over land use conflicts and density arose. Particularly the concern was that increased density and potentially 4 additional bedrooms may cause neighbor conflicts, particularly related to noise, garbage, building maintenance and building management. In addition, it was expressed that bottom floor residential is not an appropriate use for a prominent downtown location.

3. **Floor Area Dedication** - As part of the policy review, the attached PAC Staff report references the Land Use By-law regulation on percentage of floor area dedicated to uses other than commercial purposes. Some members of the PAC felt that this provision should be strictly adhered to. The DA amendments allows for 4123 square feet of floor area to be dedicated to residential purposes where the Land Use By-law states 3229 square feet shall be the maximum for uses other than commercial.

**Staff Response to Concerns:**

The issues raised by Committee members hinge mostly on the interpretation of the overall land use designation in the MPS or are non-planning issues. To summarize, it is Staff’s opinion that allowing the conversion from commercial to residential is consistent with the MPS given that:

- Section 9.3 of the MPS enables the conversion to residential by development agreement; states that residential uses will be supported; and does not clearly state how or if the Town should protect existing commercial space.
- Non-land use issues are not appropriate to consider as part of a planning report.
- The interpretation of the overall designation in the MPS overrides regulations written for as-of-right approvals in the Land Use By-law. Section 18.5 of the MPS states:

  A development agreement is a legal agreement between the Town and a developer that regulates and controls the manner in which a property is to be developed. It is a legal contract and may override the requirements of the Land Use By-law and Subdivision By-law but may not override the policies of the Municipal Planning Strategy. The Municipal Government Act regulates the procedures and conditions required for development by agreement.

- Residential uses are still an asset to the commercial area and allow people to live within walking distance of work and obtain basic services and necessities without requiring private transportation.

The staff report presented to PAC considered all the issues raised by PAC, which is attached to this report.

7) **FINANCIAL IMPLICATIONS**

None.
8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Full policy review provided in the attached PAC Staff Report.

9) COMMUNICATION REQUIREMENTS
A Public Information meeting was held for the project on July 16, 2015 with property owners within 100m of the property notified and advertisements placed in the newspaper and information placed on the Town website. The Public Hearing (tentatively scheduled for October 6) is a further opportunity to communicate the project to the public and hear any concerns they may have. 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. A sign will also be placed on the property indicating the property is subject to a development agreement.

10) ALTERNATIVES
   1. COTW forwards the application to Council to refer application to the Planning Advisory Committee with specific direction or questions for consideration.
   2. COTW forwards application to Council with a recommendation not to proceed to a Public Hearing.
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT TO ALLOW FOR AN ADDITION FOR AN EXPANSION TO COMMERCIAL AND RESIDENTIAL USES AT 7 GASPEREAU AVENUE, WOLFVILLE (PID 55274963)

File No.: DA 04-08

1. Title

This Development Agreement is made this 19th day of March, 2005

Approved by Council: 21 March 2005

2. Parties

The Town of Wolfville, the “Town”, AND

Scotia Legal Services Inc., the “Developer”

3. Definitions

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


“Development” means the construction of an addition for an expansion to commercial and residential uses at 7 Gaspereau Avenue, Wolfville, Nova Scotia, PID 55274963.

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

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

“Lands” means the real property in the Town of Wolfville owned by Scotia Legal Services Inc and located at civic addresses 7 Gaspereau Avenue, Wolfville, Nova Scotia.

“Land Use By-Law” means the Land Use By-Law of the Town of Wolfville adopted by the Wolfville Town Council under the provisions of the Planning Act on April 25, 1996, approved by the Minister of Municipal Affairs on June 27, 1996, and filed at the Kentville Registry of Deeds Office on July 17, 1996, as No. P-10365, as amended.
“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville adopted by the Wolfville Town Council under the provisions of the Planning Act on April 25, 1996, approved by the Minister of Municipal Affairs on June 27, 1996, and filed at the Kentville Registry of Deeds Office on July 17, 1996, as No. P-10366, as amended.


“Schedule “B” is the plans and specifications for the development.

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

“Developer” means the property owners of real property of civic address 7 Gaspereau Avenue, Town of Wolfville, County of Kings and Province of Nova Scotia.

4. Background

Mr. James White on behalf of Scotia Legal Services Inc., has requested to enter into a development agreement with the Town to allow for an addition to the structure located at 7 Gaspereau Avenue near the corner of Gaspereau and Main Street. There will be an expansion to the commercial use and two additional residential units added for a total of three residential units. The property is located in an area of Residential Architectural Control Area and the proposal proceeds through Development Agreement as per Residential Policy 24.

The parties have therefore agreed to enter this Development Agreement.

5. Terms

5.1 Development Details

5.1.1 The development shall be carried out according to the terms of this Development Agreement.

5.1.2 The development shall be located on the lands.

5.1.3 The development shall be in accordance with Schedule "B" - Plans and Specifications, however minimum setback and other similar requirements shall be as per the specifications of the Land Use Bylaw, unless otherwise shown on Schedule "B".

5.1.4 The Developer shall provide lighting for illumination of the parking lot.
5.1.5 The parking lot shall be a permanent hard surface (asphalt or pervious paving materials). Each parking space shall be clearly demarcated by lines and maintained as such. Curb shall be installed as per site plan.

5.1.6 Upon the request of the Town Engineer, an Engineer’s certificate is required to ensure that the bank and retaining wall would support parking prior to the issuing of a development permit.

5.1.7 The exterior of the building and landscaping shall be well maintained and in good condition. The cladding on the addition shall be wooden clapboard with matching materials, width and colour as the existing.

5.1.7 Buffering landscaping shall be located along the north lot line on Town property and at the north west corner on parking space 1 as shown on the site plan. The buffering landscaping shall consist of a mixture of low deciduous and non-deciduous shrubbery and shall have a minimum width of 5 feet.

5.1.8 Garbage, compost, recyclable material, and other similar refuse shall be visually screened. Garbage will be removed on a regular basis and any garbage stored outside will be in an enclosure approved by the Development Officer.

5.1.9 The Developer shall undertake to maintain the building, parking areas, and landscaped areas in a neat and tidy condition and further agrees not to allow the premises to fall into a state of disrepair.

5.1.10 Utility equipment such as mechanical and electrical equipment shall be visually screened.

5.1.11 The lands and adjacent lands shall be protected from erosion and sedimentation in keeping with the practices such as those found in the “Erosion and Sedimentation Control Handbook for Construction Sites”, of the Nova Scotia the Department of the Environment.

5.1.12 The Developer shall provide for 8 parking spaces. Parking not contained on-site shall be provided for via a copy of the registered lease agreement to provide for off site parking within the C-1 or C-2 zone or Council may accept cash-in-lieu as per the Special Requirements set out in the C-1 zone or a combination thereof.

5.2 Timing

5.2.1 This Development Agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council’s approval to enter it has elapsed, or the day on which any appeals have been disposed of.
and the policy of the Wolfville Town Council approving this Development Agreement has been affirmed by the Nova Scotia Utilities and Review Board, under the provisions of the MGA. All other time requirements imposed in this Development Agreement shall be calculated from that date, the effective date. The Development Agreement shall be signed by the Developer within two months of the effective date.

5.2.2 The development shall commence within two years of the effective date, or this Development Agreement is null and void. The commencement date shall be the date shown on the first development permit issued by the Town for the development.

5.2.3 The development shall be complete, including all the requirements of this Development Agreement, within eighteen months of the commencement of the development.

5.2.4 The Developer shall be responsible for obtaining all necessary permits and approvals required by law to construct the development including, but not limited to, development permit, building permit, approvals from the Nova Scotia Departments of Health and Environment and Labour, and approval from the Provincial Fire Marshall's Office.

5.3 Applicable Bylaws, Regulations, and Legislation

5.3.1 Unless otherwise specified within this Development Agreement, the regulations within Land Use Bylaw, shall apply to this Development.

5.3.2 This Development Agreement does not exempt the development from adhering to the requirements of other bylaws, regulations, or legislation.

5.3.3 All alterations, repairs or modifications through maintenance pursuant to this Agreement to the exterior of building(s) and landscape shall be subject to the issuance of a development permit whether these alterations, repairs or modifications through maintenance are structural or not.

5.4 Amendment

5.4.1 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.

5.4.2 Following are matters in this Agreement which the Town and the Developer do not consider to be substantive:
(a) A minor variation or modification of the Development Agreement plans that is not contrary to its spirit and the intent.

(b) A variance(s) on rear yard requirements of not more than 10%.

5.4.3 Subject to the other terms of this Development Agreement, the Development Officer has the discretion to approve a request that is substantially compliant terms with the terms of this Development Agreement.

5.5 Expenses

5.5.1 The Developer shall pay all costs and expenses incurred by the Town related to this Development Agreement including but not limited to; advertising; notification of adjoining landowners; and solicitor’s fees and disbursements incurred in drafting this Development Agreement.

5.6 Liability

5.6.1 The Developer shall be liable for any damage caused to 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.

5.7 Default

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

5.7.2 If the Developer breaches any of the terms of this Development Agreement, the Town, at its sole option, may:
(a) Terminate this Agreement;
(b) Exercise its rights under paragraph 5.7.1 above; or,
(c) Take no action.

5.7.3 Any election by the Town to take no action on a breach of this Development Agreement by the Developer shall not bar the Town from exercising its rights under this Development Agreement on any other breach.

5.7.4 Any expenses incurred by the Town in exercising its rights under sections 5.7.1 and 5.7.2, or either of them, shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the lands, to their original condition before the beginning of work on the development and all solicitors' fees and disbursements incurred in terminating or discharging this Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the lands.

6. Warranties by the Developer

6.1 Title and Authority

6.1.1 The Developer warrants as follows:

(a) The Developer has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the lands which would require their signature on this development Agreement to validly bind the lands or the Developer has obtained the approval of every other entity which has an interest in the lands whose authorization is required for the Developer to sign this Development Agreement to validly bind the lands.

(b) The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.
7. Full Agreement

7.1 Other Agreements

7.1.1 This Development Agreement constitutes the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.

7.1.2 This Development Agreement shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

8. Notice

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

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

and if to the Developer:

James White
Scotia Legal Services Inc.
P.O. Box 3177
Windsor, NS
B0N 2T0

9. Headings

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

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

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

SIGNED, SEALED AND DELIVERED
In the presence of:

Margo Stelcoff

TOWN OF WOLFVILLE
By
Mayor

By
Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

By
James White
Scotia Legal Services Inc.
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ___________2005, ___________ 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 ___________ presence.

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

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ___________2005, ___________ a witness to this agreement came before me, made oath, and swore that James White, Scotia Legal Services Inc., 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 her presence.

A Commissioner of the Supreme Court of Nova Scotia
Schedule A

Deed descriptions

ALL that certain lot of land on the East side of Gaspereau Avenue, in Wolfville, Kings County, Nova Scotia more particularly described as follows:

BEGINNING at an iron pipe found at the Southwest corner of lands of Town of Wolfville formerly lands of Perry S. Cochrane;

THENCE North fourteen (14) degrees forty-eight (48) minutes eleven (11) seconds West for a distance of eleven point eight three (11.83) feet to a survey marker placed;

THENCE North five (5) degrees thirty-nine (39) minutes thirty-four (34) seconds West for a distance of sixty-eight point six five (68.65) feet to a survey marker placed;

THENCE North eighty-two (82) degrees thirty-four (34) minutes thirty-four (34) seconds East for a distance of seventy-one point seven five (71.75) feet to a survey marker found;

THENCE South thirteen (13) degrees nine (9) minutes forty-three (43) seconds East for a distance of seventy-three point three six (73.36) feet to a concrete nail set in pressure treated timber;

THENCE South seventy-seven (77) degrees seventeen (17) minutes fifty-six (56) seconds West for a distance of eighty point zero two (80.02) feet to point of BEGINNING.

HOWEVER, reserving for right-of-way purposes in favour of the Town of Wolfville the following described area of above described lot:

BEGINNING at the Northeast corner of the lands of the Town of Wolfville, formerly lands of Perry S. Cochrane;

THENCE South (13) thirteen degrees nine (9) minutes forty-three (43) seconds East a distance of thirty-three point eight (33.38) feet to a concrete nail set in asphalt;

THENCE North fifty-four (54) degrees forty-eight (48) minutes four (4) seconds West for a distance of forty-nine point zero four (49.04) feet to a survey marker placed;

THENCE North eighty-two (82) degrees thirty-four (34) minutes thirty-four (34) seconds East a distance of thirty-two point seven five (32.75) feet to a survey marker found at point of BEGINNING.

BEING AND INTENDED TO BE lands of Town of Wolfville as shown on a plan of subdivision and proposed right-of-way prepared by Hiltz & Seamone Co. Ltd., having plan #95059 dated the 17 day of July, 1995 and having an area of 5882 feet or 0.1350 acres.

BEING AND INTENDED TO BE the same lot of land as conveyed to Scotia Legal Services Incorporated by Harry W. How by Deed dated the 25 day of September, 2000 and recorded at the Kings County Registry of Deeds on September 28, 2000 in Book 1240 at page 386.
Schedule B

B.1 Site Plan
B.2 Perspective Sketch
B.3 Front Elevation
B.4 Rear Elevation
B.5 Side Elevation
As requested by Town Council on 21 March 05, the Developer shall erect a fence along the rear lot line between the curb and the edge of the bank to act as a safety barrier.

The fence shall be a wooden residential style fence that is no more than 5 ft in height.
PROPOSED REAR ELEVATION

OPTION "B"
This **Amending Development Agreement** is made this ____ day of _________________, 20__.  

**BETWEEN:**  

**SCOTIA LEGAL SERVICES INC.**  
(Hereinafter called the “Developer”)  

OF THE FIRST PART  

- and -  

**TOWN OF WOLFVILLE,**  
A municipal body corporate,  
(Hereinafter called the “Town”)  

OF THE SECOND PART  

WHEREAS the Town and the Developer entered into a development agreement dated May 19th, 2005 and filed at the Registry of Deeds office in Kentville Nova Scotia as document number 82276826 on June 23, 2005;  

AND WHEREAS the Developer has requested that the Town enter into an amending development agreement relating to the development of the land pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;  

AND WHEREAS a condition of granting approval to amend the original development agreement is that the parties enter into this amending development agreement;  

AND WHEREAS the Town Council of the Town, at its meeting on _____________, approved entering into this amending development agreement to convert the existing commercial space in the building into a 4-bedroom residential dwelling unit subject to the registered owner of the land entering into this amending development agreement;  

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

1.1 In this development agreement:

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

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

2. Background

The Town and the Developer entered into the original development agreement on March 21, 2005 (approval by Council) which permitted an addition to the building; three 2-bedroom residential dwelling units; and two commercial spaces on the ground floor. Associated parking, landscaping, and other terms were also agreed to at this time. The 2005 agreement was administered under the requirements of the 1996 Municipal Planning Strategy and Land Use By-law before the current (2008) Municipal Planning Strategy and Land Use By-law came into effect. This amending development agreement responds to the request by the Developer to convert the ground floor commercial space into a 4-bedroom wheelchair accessible rental apartment.

3. Terms

3.1 General

3.1.1 This Development Agreement allows the Developer to obtain development permits, other permits, and permissions to allow for the conversion of the ground floor commercial space currently in the building to a 4-bedroom residential dwelling unit.

3.1.2 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.
3.1.3 Except as amended by this amending development agreement, the original development agreement between the Town and the Developer for the lands as filed at the Registry of Deeds in Kentville on June 23, 2005 as document number 82276826 shall remain in full force and effect.

3.1.4 The proposed 4-bedroom residential dwelling unit shall only dedicate 40% of total floor area to sleeping areas as defined in the Land Use By-law.

3.1.5 Total bedrooms in the building shall not exceed ten (10).

3.1.6 The entire building’s floor area (4123 square feet) shall be permitted for residential use in the form of four (4) dwelling units. Additional dwelling units beyond four (4) units shall not be permitted in the building.

3.1.7 The buffering landscaping along the north property line shall be enhanced and maintained, to the satisfaction of the Development Officer, as to reflect the intent of the original development agreement provisions, section 5.1.7.

3.1.8 Demarcation of the parking stalls shall be reinstated as per the original development agreement provisions, section 5.1.5.

3.2 Timing

3.2.1 This amending development agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council’s approval to enter it has elapsed, or the day on which any appeals have been disposed of and the policy of the Wolfville Town Council approving this amending development agreement has been affirmed by the Nova Scotia Utilities and Review Board, under the provisions of the MGA, or other judiciary body as applicable. All other time requirements imposed in this development agreement shall be calculated from that date, the effective date.

3.3 Expenses

3.3.1 The Developer shall pay all costs and expenses incurred by the Town related to this amending development agreement including but not limited to: advertising; notification of adjoining landowners; and any solicitor's fees and disbursements incurred in drafting this amending development agreement.
3.4 Default

3.4.1 Any expenses the Town incurs to enforce the terms of this amending development agreement are payable to the Town.

3.4.2 If the Developer breaches any of the terms of this amending development agreement, the Town, at its sole option, may:
   (a) Terminate this amending development agreement;
   (b) Exercise its rights under paragraph 3.4.1 above; or,
   (c) Take no action.

3.4.3 Any election by the Town to take no action on a breach of this amending development agreement by the Developer shall not bar the Town from exercising its rights under this amending development agreement on any other breach.

4. Warranties by the Developer

4.1 Title and Authority

4.1.1 The developer warrants as follows:

   (a) The developer has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the lands which would require their signature on this amending 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 amending development agreement to validly bind the lands.

   (b) The developer has taken all steps necessary to, and it has full authority to, enter this amending development agreement.

5. Full Agreement

5.1 Other Agreements

5.1.1 This amending development agreement, together with the original development agreement filed at the Registry of Deeds in Kentville, Nova Scotia as document number 82276826, constitute 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.
5.1.2 This amending development agreement shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

6. Binding Effect

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

7. Notice

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

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

and if to Scotia Legal Services Inc:

James White
Scotia Legal Services Inc.
P.O. Box 3177
Windsor, NS
B0N 2T0

8. Headings

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

9. Execution

In witness of this amending development agreement the parties have signed, sealed and delivered it to each other on the date set out at the top of the first page.
SIGNED, SEALED AND DELIVERED

In the presence of:

TOWN OF WOLFVILLE

By _____________________________

______________________________

MAYOR

Witness

______________________________

By _______________________________

______________________________

CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED AND DELIVERED

In the presence of:

______________________________

By _______________________________

______________________________

Witness

______________________________

SCOTIA LEGAL SERVICES INC.

As approved by Council ________________
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ________________, 2015, ________________________________ a witness to this amending 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 ________________, 2015, ________________________________ a witness to this amending agreement came before me, made oath, and swore that **Scotia Legal Services Inc**, 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

As approved by Council ________________
SUMMARY

AMENDING DEVELOPMENT AGREEMENT FOR 22 LINDEN AVENUE

For Council to consider the PAC recommendation regarding the draft development agreement at 22 Linden Avenue (PID 55273080) for the addition of a third dwelling unit in the existing building.

PAC Motion (August 20, 2015):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR 22 LINDEN AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED

DRAFT MOTION:

That Committee of the Whole recommend the amending of the Development Agreement for 22 Linden Avenue move forward to Public Hearing on October 6, 2015.
1) CAO COMMENTS
None required. This is a recommendation from PAC.

2) LEGISLATIVE AUTHORITY
The Municipal Planning Strategy establishes the ability to enter into development agreements. See attached PAC Staff Report.

3) PAC RECOMMENDATION
PAC Motion (August 20, 2015):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR 22 LINDEN AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED

4) REFERENCES AND ATTACHMENTS
   • PAC Staff Report dated August 20, 2015 (attached)

5) PURPOSE OF REPORT
For Council to consider the recommendation of the PAC.

6) DISCUSSION
The Planning Advisory Committee reviewed the application during their August 20, 2015 meeting and did not have comments or concerns of note. Information/discussion on the proposal can be found in the attached PAC Staff Report.

7) FINANCIAL IMPLICATIONS
None.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Full policy review provided in the attached PAC Staff Report.

9) COMMUNICATION REQUIREMENTS
A Public Information meeting was held for the project on August 6, 2015 with property owners within 100m of the property notified and advertisements placed in the newspaper and information placed on the Town website. The Public Hearing (tentatively scheduled for October 6) is a further opportunity to communicate the project to the public and hear any concerns they may have. 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. A sign will also be placed on the property indicating the property is subject to a development agreement.
10) ALTERNATIVES

1. COTW forwards the application to Council to refer application to the Planning Advisory Committee with specific direction or questions for consideration.
2. COTW forwards application to Council with a recommendation not to proceed to a Public Hearing.
This Development Agreement is made this ____ day of ________________, 2015.

BETWEEN:

JA MACKAY RENTALS LTD
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55273080) pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;

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

AND WHEREAS the Town Council of the Town, at its meeting on ________, 2015 approved entering into this Development Agreement to permit the establishment of a 3-unit dwelling on the Lands, subject to the registered owner of the Lands entering into this Development Agreement;

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

1. Schedules

The following schedules form part of this Development Agreement:

Schedule “A” – Property Description
Schedule “B” – Plans and Specifications

2. Definitions

2.1 In this 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 (one of the parties to this Development Agreement), their heirs, successors, assigns, and all subsequent owners of the lands.

“Development” means a 3-unit dwelling and accessory uses.

“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 Development Agreement is deemed to be entered into under the terms of this Development Agreement.

“Lands” means the real property in the Town of Wolfville owned by the Developer, PID 55273080, and as described in Schedule “A”.

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

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

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

“MGA” means the Municipal Government Act, S.N.S. 1998, c. 18, as amended.
“Planning Documents” means Land Use Bylaw, Municipal Planning Strategy, and Subdivision Bylaw.

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

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

3. Relevance of Planning Documents and Other Regulations

3.1 This Development Agreement contains definitions and regulations for the Development. It complements the Town’s Planning Documents. Unless specified in this Development Agreement, requirements in the Town’s Planning Documents shall apply. Where there is a conflict between this Development Agreement and the Planning Documents, this Development Agreement shall prevail.

3.2 Regulations outside of this Development Agreement or the Town’s Planning Documents may be applicable to the Development. However, the terms of this Development Agreement shall not be materially changed in order to comply with such regulations without an amendment to this Development Agreement.

4. Background

The Developer wishes to add a third dwelling unit to the existing building on the Lands. The Medium Density Designation in the Municipal Planning Strategy requires that three and four unit dwellings only be permitted by development agreement. The parties have therefore agreed to enter into this Development Agreement.

5. Terms

5.1 Development Conditions

5.1.1 Permits and Approvals

5.1.1.1 This Development Agreement allows the Developer to obtain development permits, other permits, and permissions to 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 are those of the Developer, unless otherwise specified.

5.1.1.4 No occupancy permit shall be granted for this Development until all provisions of this agreement are met, except for landscaping requirements that cannot be met due to seasonal restrictions.

5.1.2 Land Use & Site Requirements

5.1.2.1 The following uses are permitted:
- All as-of-right uses permitted in the Medium Density Residential (R-2/4) zone in the Land Use By-law.
- Three-unit dwelling

5.1.2.2 The Development shall conform to the zone standards of the Land Use By-law, as established in Section 8.4 except as otherwise established by this agreement.

5.1.2.3 All Development shall occur on the Lands, unless otherwise specified in this Agreement.

5.1.2.4 The total number of dwelling units on the lands shall not exceed three (3).

5.1.2.5 The floor area dedicated to ‘sleeping areas’ in each dwelling unit shall not exceed 40% of total floor area per dwelling unit, pursuant to the Land Use By-law definition of dwelling unit.

5.1.2.6 Development on the Lands shall be built generally in accordance with the Plans and Specifications of Schedule “B.” Subject to the discretion of the Development Officer, changes to the site/landscaping plan may be made without amendment to this agreement to respond to requirements of the Traffic Authority, Town Engineer, Valley Waste Resource Management, or the Fire Chief.

5.1.2.7 The Development shall have a minimum of 4 parking stalls, in compliance with the Land Use By-law requirement of 1.25 per dwelling unit.

5.1.2.8 No parking is permitted on non-hard surfaced areas of the site.
5.1.3.1 The site shall be accessed from the laneway along the southern property line as per the easement agreement registered at the Kentville Registry of Deeds as Document Number 1063729.

5.1.3.2 The parking area shall be hard surfaced with asphalt or other stable surface, pursuant to Section 23.3.1 of the Land Use By-law, sufficient to support a vehicle without undue deformation or damage of the surface, such as rutting, and not allow the raising of dust or loose particles.

5.1.3.3 The maximum impermeable surfacing of the Lands shall not exceed 40% of the lot area.

5.1.4 Landscaping

5.1.4.1 The Developer shall landscape the property generally in accordance with the Site/Landscape Plan included in Schedule “B”. Subject to the discretion of the Development Officer, the location of plantings may be changed, without amendment to this agreement, to respond to site conditions encountered during construction.

5.1.4.2 Buffer landscaping, as shown on Schedule “B” shall be incorporated along the west and north property lines.

5.1.4.3 The Developer and its successor(s) shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.

5.1.4.4 The use of native plant species and water efficient plantings is encouraged.

5.1.4.5 The Developer shall provide onsite lighting for all driveways and walkways on the Lands of number and design sufficient to provide for the reasonable safety and security of vehicles and pedestrians. All lighting fixtures shall be of a design as to prevent the unreasonable illumination of adjacent properties and full cut off fixtures shall be used for all outdoor lighting.

5.1.5 Municipal Services

5.1.5.1 The parties agree that municipal sanitary sewer and water services are available in the street on Linden Avenue and that the building is currently connected to these services. All costs to connect the building to these services are the responsibility of the Developer.

5.1.5.2 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.

5.1.6 Refuse Storage and Utility Equipment

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

5.1.6.2 Containers referenced in 5.1.6.1 shall be located so that they are visually screened.

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

5.1.7 General Maintenance and Operation

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

5.1.8 Timing

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

5.1.8.2 All development enabled by this Agreement shall be completed within 5 years.

5.1.8.3 Within 1 year of the issuance of the occupancy permit for the Development, all landscaping required by this Agreement shall be completed.

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 Municipal Government Act, including the holding of a Public Hearing.
5.1.9.2 Following are matters in this Development Agreement which the Town and the Developer do not consider to be substantive and subject to the discretion of the Development Officer:
   
   (a) Extension of the time period established in 5.1.9.2

5.1.10 Expenses

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

5.1.11 Liability

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 Any expenses the Town incurs to enforce the terms of this Development Agreement are payable to the Town.

5.1.12.2 If the Developer breaches any of the terms of this Development Agreement, the Town, at its sole option, may:
   
   (a) Terminate this Development Agreement;

   (b) Exercise its rights under paragraph 5.1.13.1 above; or,

   (c) Take no action.

5.1.12.3 Any election by the Town to take no action on a breach of this Development Agreement by the Developer shall not bar the Town from exercising its rights under this Development Agreement on any other breach.

5.1.13 Administration

The Development Officer administers this Agreement. His/Her decision is final and binding on all parties.
6. **Warranties by the Developer**

6.1 **Title and Authority**

6.1.1 The Developer warrants as follows:

(a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, 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 to validly bind the Lands.

(b) The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

7. **Full Agreement**

7.1 **Other Agreements**

7.1.1 This Development Agreement constitutes the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.

7.1.2 This Development Agreement shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

8. **Notice**

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

Town of Wolfville  
Town Hall  
359 Main Street  
Wolfville, Nova Scotia  
B4P 1A1  
Attention: Development Officer
and if to the Developer:

JA MACKAY RENTALS LTD.
382 Main Street,
Wolfville, NS, B4P 1C9
Attention: John MacKay

9. Headings

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

10. Binding Effect

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

11. Execution

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

SIGNED, SEALED AND DELIVERED )
In the presence of: )
) TOWN OF WOLFVILLE
) ) By _____________________________
) ) MAYOR
) )
Witness )
) ) By _______________________________
) ) CHIEF ADMINISTRATIVE OFFICER
) )
SIGNED, SEALED AND DELIVERED

In the presence of:

JA MACKAY RENTALS LTD

By _____________________________

________________________________

Witness

By _______________________________

As approved by Council ______, 2015
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ______________________, 2015, ________________________________ 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 __________________________ , 2015, ________________________________ a witness to this agreement came before me, made oath, and swore that the JA MACKAY RENTALS LTD caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

__________________________________________
A Commissioner of the Supreme Court of Nova Scotia

As approved by Council ______, 2015
Schedule “A” – Property Description

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

COMMENCING at a point on the West sideline of Linden Avenue, said point being the Northeast corner of other lands of the Estate of Grace D. Rockwell, deceased, known as the Acadia Villa Hotel lands (now of C.D. Kenny).

THENCE Westerly by the North line of said Kenny lands 140 feet to lands formerly of T. R. Wallace (now Florence M. Barnes);

THENCE Northerly by the East boundary of said lands of Florence M. Barnes and lands of Robie W. Tufts 55 feet;

THENCE Easterly in a line parallel with the first mentioned bound and by the South boundary of lands of John T. Roach to Linden Avenue aforesaid;

THENCE Southerly by the West sideline of said Avenue 55 feet to the place of beginning.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

FIRST BENEFIT

TOGETHER WITH A free and uninterrupted Right-of-way, for persons, animals and vehicles, through, along and over that certain piece or parcel of land situate, lying and being in Wolfville, in the County of Kings and bounded and described as follows:

COMMENCING at a point in the West limit of Linden Avenue at a point thereon four feet from the Southeast corner of lands of Robert Kenny;

THENCE in a Westerly direction in a straight line to the Northeast corner of a large garage building on lands now or formerly of Karl W. Borden;

THENCE in a Northerly direction in a straight line to the South boundary line of Robert Kenny lands;

THENCE in an Easterly direction by the South boundary line of said Robert Kenny lands to the West boundary line of Linden Avenue;

THENCE in a Southerly direction by the West boundary line of Linden Avenue four feet to the point of beginning.

ALSO full power, license, and permission at any time and all times hereafter, for the Grantees, the survivor, and his or her heirs, representatives and assigns, to enter upon the said land at her discretion, for the purpose of repairing and maintaining the same but the said Grantees assume no obligation to keep the said Right-of-Way in repair.

SECOND BENEFIT

TOGETHER WITH an Easement\Right of Way more particularly described in a Grant of Easement registered in the Kings County Land Registration Office as Document 106037352 on October 24, 2014. THIS RIGHT OF WAY BEING AND INTENDED TO BE the Right-of-Way conveyed to Muriel M. Kenny by the surviving next of kin of Robert John Kenny by Grant dated May 26, 1976, and recorded in the Registry of Deeds at Kentville, Nova Scotia in Book 399 at Page 358.

As approved by Council ______, 2015
Schedule “B” - Site Plan

As approved by Council ______, 2015
Schedule “B” – Landscaping Plan

As approved by Council ______, 2015
THIS DISCHARGE OF DEVELOPMENT AGREEMENT, is made this _____ day of ___________________, 2015

BY:

TOWN OF WOLFVILLE, a body corporate, with Head Office at the Town Hall, in the Town of Wolfville, County of Kings and Province of Nova Scotia, the “Town” discharges a Development Agreement with:

MCGREGOR RENTALS LIMITED,
in the County of Kings, Province of Nova Scotia (Hereinafter called the “Developer”)

WHEREAS the Council of the Town of Wolfville granted approval on May 15, 2000 of a Development Agreement, which was recorded at the Registry of Deeds in Kentville as document number 3136 in book 1226, pages 649-660 on June 21, 2000 for the addition of a third dwelling unit at 646 Main Street, PID 55279996.

And Whereas, pursuant to the requirements of the MGA and section 5.1.18.1(b) of the development agreement, Town Council approved, by resolution, the discharge of the Development Agreement, at a meeting held on the XXth day of XXXXX, 2015. Said discharge of the Development Agreement is to take effect upon the registration of this resolution at the Registry of Deeds;

BEFORE WITNESSES the parties to this Discharge have executed it on the date set out above.

SIGNED, SEALED AND DELIVERED
In the presence of:

) )
) TOWN OF WOLFVILLE
)
) By __________________________
) Mayor
)
)
)
)
)

Witness

) By __________________________
) Town Clerk
)
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ______________________, 2015, _______________________________ a witness to
this agreement came before me, made oath, and swore that the TOWN OF WOLFSVILLE, 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
SUMMARY

DISCHARGE OF DEVELOPMENT AGREEMENT FOR 646 MAIN STREET

For Council to consider the PAC recommendation to discharge the development agreement registered against 646 Main Street.

PAC Motion (May 20, 2015):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT THE DRAFT DISCHARGE OF THE DEVELOPMENT AGREEMENT OF 646 MAIN STREET BE FORWARDED TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED

DRAFT MOTION:

That Council approve the discharge agreement attached to RFD 060-2015 for 646 Main Street.
1) CAO COMMENTS
None required. This is a recommendation from PAC.

2) LEGISLATIVE AUTHORITY
The Municipal Planning Strategy establishes the ability to enter into development agreements. The DA itself indicates how development agreements can be discharged.

3) PAC RECOMMENDATION
PAC MOTION (May 20, 2015):

*IT WAS REGULARLY MOVED AND SECONDED THAT THE DRAFT DISCHARGE OF THE DEVELOPMENT AGREEMENT OF 646 MAIN STREET BE FORWARDED TO COUNCIL WITH A POSITIVE RECOMMENDATION. CARRIED*

4) REFERENCES AND ATTACHMENTS
   - PAC report dated May 20th, 2015 (attached)

5) PURPOSE OF REPORT
For Council to consider the recommendation of PAC.

6) DISCUSSION
See attached PAC report.

7) FINANCIAL IMPLICATIONS
None.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
See PAC report – Section 5 Policy Review.

9) COMMUNICATION REQUIREMENTS
None required.

10) ALTERNATIVES
   - To not discharge the Development Agreement.
REPORT TO COMMUNITY DEVELOPMENT COMMITTEE
Development Agreement Discharge of DA 00-07
646 Main Street

Date: May 20th, 2015
Department: Planning

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>McGregor Rentals Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL</td>
<td>Discharge of Development Agreement</td>
</tr>
<tr>
<td>LOCATION</td>
<td>646 Main Street</td>
</tr>
<tr>
<td>LOT SIZE</td>
<td>31,500 square feet</td>
</tr>
<tr>
<td>ZONE</td>
<td>Medium Density Residential R-2/4</td>
</tr>
<tr>
<td>DESIGNATION</td>
<td>Medium Density Residential</td>
</tr>
<tr>
<td>SURROUNDING USES</td>
<td>Residential, Single Unit Dwellings</td>
</tr>
<tr>
<td>ARCHITECTURAL CONTROL AREA</td>
<td>West Main Street</td>
</tr>
<tr>
<td>NEIGHBOUR NOTIFICATION</td>
<td>No notification required</td>
</tr>
</tbody>
</table>

1) **PROPOSAL**
M. McGregor Rentals Ltd is requesting that the development agreement registered against the 646 Main Street be discharged.

2) **STAFF RECOMMENDATION**
Staff is recommending that the DA be discharged.

3) **PROCESS**
The discharge simply requires a motion of Council and no public notification is required.

4) **BACKGROUND AND CONTEXT**
The property at 646 Main St. is subject to a development agreement, approved on May 15th, 2000, that permitted the construction of an additional dwelling unit, for a total of 3. The dwelling unit was constructed according to the requirements of the DA and all other requirements of the DA are fulfilled.
Any of the ongoing maintenance requirements of the DA, such as maintenance of landscape areas and garbage storage requirements, are covered by the minimum housing standards by-law.

Upon discharge, the use would continue to be permitted as an “existing use” under the R-2/4 zone and would not become a non-conforming use.

The development agreement was not properly registered in May of 2000, as the valid property owner did not execute the agreement. The property is now being migrated into the Land Registry system, but this cannot occur with the DA as it currently stands. If the DA is not discharged, then a new DA must be drafted, executed and registered which takes administrative resources. Since there are no operational requirements, the DA can be discharged.

5) POLICY REVIEW & DISCUSSION

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

Discharge of development agreement

229 (1) A development agreement is in effect until discharged by the council.

(2) A council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner.

(3) After a development agreement is discharged, the land is subject to the land-use by-law. 1998, c. 18, s. 229.
6) ANALYSIS
Development agreements can and should be discharged when the requirements are met. Some DA’s are not able to be discharged due to ongoing operation requirements, but this is not the case here.

7) SUMMARY
Staff recommend that PAC provide a positive recommendation to Council regarding the draft discharge for 646 Main Street.
SUMMARY

KINGS MPS RECOMMENDED CHANGES

Given that the County of Kings has not responded to a Council to Council meeting, PAC has recommended that Council request the following changes to the draft MPS circulated by Kings County for comment. PAC made the following recommendation:

Whereas the Municipality of the County of Kings County has not responded to the request of the Town of Wolfville for a council to council meeting;

Whereas the Municipality of the County of Kings has not approved a motion to move ahead with a regional land use strategy;

PAC recommends that Council requests that the Municipality of the County of Kings make the following changes to the Draft MPS:

- Include a section and supporting policies on regional cooperation with town council, with specific language which shows MOK intent to create a regional land use framework based on the Kings 2050 Phase 2 Report
- Until a regional land use plan is adopted, any growth center creation or boundary increase be approved jointly between all Municipal units.
- The draft MPS include policies that restrict the development of lands adjacent to the Town of Wolfville until such time that a joint planning initiative is completed.
- The role of the Town of Wolfville as an economic and cultural hub for eastern Kings be acknowledged and supported.

CARRIED

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT PROVINCIAL DIRECTOR OF PLANNING, GORDON SMITH, BE INVITED TO MEET WITH COUNCIL AND PAC TO DISCUSS REGIONAL PLANNING ISSUES IN KINGS COUNTY

CARRIED

DRAFT MOTION:

MOTION 1:
Whereas the Municipality of the County of Kings County has not responded to the request of the Town of Wolfville for a council to council meeting;

Whereas the Municipality of the County of Kings has not approved a motion to move ahead with a regional land use strategy;

Request for Decision, Page 1 of 3
Council requests that the Municipality of the County of Kings make the following changes to the Draft MPS:

- Include a section and supporting policies on regional cooperation with town council, with specific language which shows MOK intent to create a regional land use framework based on the Kings 2050 Phase 2 Report.
- Until a regional land use plan is adopted, any growth center creation or boundary increase be approved jointly between all Municipal units.
- The draft MPS include policies that restrict the development of lands adjacent to the Town of Wolfville until such time that a joint planning initiative is completed.
- The role of the Town of Wolfville as an economic and cultural hub for eastern Kings be acknowledged and supported.

MOTION 2:
That Council invite the Provincial Director of Planning, Gordon Smith, to meet with council and PAC to discuss regional planning issues in Kings County.
1) **CAO COMMENTS**
The CAO supports the recommendations of the PAC.

2) **LEGISLATIVE AUTHORITY**
N/A

3) **STAFF RECOMMENDATION**
See PAC staff report

4) **REFERENCES AND ATTACHMENTS**
   - PAC report dated February 15th, 2015

5) **PURPOSE OF REPORT**
For Council to consider the recommendation of PAC.

6) **DISCUSSION**
See attached PAC report.

7) **FINANCIAL IMPLICATIONS**
N/A

8) **REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS**
See PAC report.

9) **COMMUNICATION REQUIREMENTS**
Letters will be written to communicate the outcomes of Council’s decision.

10) **ALTERNATIVES**
Council could decide to take no action and not provide additional input into the MOK process. As yet, it is unclear if Kings County plans to make any changes to the draft MPS which may alleviate some concerns.
INFORMATION REPORT TO PAC
Kings 2050

Date: June 17th, 2015
Department: Planning

1) RECOMMENDATION

Given that Kings County Council has not responded to the request from the Town of Wolfville for a Council to Council meeting, nor approved the motion to move forward with a regional land use strategy, staff recommend that Council request that MOK make the following changes to the draft MPS:

- Include a section and supporting policies on regional cooperation with Town Council, with specific language that shows MOK Council’s intent to create a regional land use framework based on the 2050 Phase 2 report.
- Until a regional land use plan is adopted, that any growth centre creation or boundary increase be approved by the Towns.
- That the draft MPS include policies that restrict development on lands adjacent to the Town of Wolfville until such time as a joint planning initiative is complete.
- That the role of the Town of Wolfville as an economic and cultural hub for eastern Kings be acknowledge and supported.

2) REFERENCES

- Kings 2050-Phase 2 Report
- RFD 027- April 20th, 2015
- Presentation provided by Kings County

3) PURPOSE OF REPORT

To follow upon the motion of Council, which stated:

Council direct staff to meet with Kings County staff to get more detailed information regarding the proposed changes to the County’s Municipal Planning Strategy and Land Use Planning By-law in order to do a more in depth analysis of the impact of those changes on the Town of Wolfville and to ensure that there is meaningful integration and understanding of the proposed Kings County MPS and the Town of Wolfville MPS review process.

4) DISCUSSION
Planning Staff met with Ben Sivak, Planning Supervisor for Kings County, on May 23rd to seek more information on the draft Kings County MPS. This meeting was helpful in understanding the future approval process and the draft plan itself. As previously mentioned, the MOK draft plan has much to be lauded which, in planning staff’s opinion, is consistent with the Regional Framework approved by Council. Some examples of this include:

- Continued recognition of the role of agriculture in the region.
- Strong floodplain management policies
- Strong active transportation policies

However, the Town of Wolfville identified three issues for further discussion regarding Kings County’s draft plan, which formed the basis of the letter sent to MOK seeking a joint Council meeting to discuss these issues:

1. Urban Centres
2. Densities
3. Economic Development.

After reviewing the draft plan policies and receiving additional information from Kings County staff, there are policies and policy gaps within the draft Kings County MPS that PAC should be aware of:

a) There are no policies in the plan requiring consultation or approval from the Towns when urban centres are created or expanded. In the Kings 2050 Regional Approach Report endorsed by Council one of the recommended provisions for a regional land use plan is:

“Growth centre boundaries may be modified and new growth centres may be added subject to review by all Kings regional municipal units.”

The draft MOK MPS proposes to create new growth centres (called Urban Centres in the draft plan) and expand existing ones. These include:

- Avonport (new)
- South Kentville (new)
- Port Williams (expanded)
- Greenwich (expanded)
- New Minas (significantly expanded)

Planning staff requested data on the total area of increase in the growth centres but Kings County is unable to provide it as this time. However, the following presentation on Urban Centres and Infrastructure was provided to Wolfville to assist in our understanding.
There are also no policies in the draft plan that acknowledges towns as areas for growth for the region.

b) The draft MPS would allow for considerably more density in many of the zones. All of the existing single unit zones, of which Greenwich and Port Williams have many, would allow for two units. In addition, the MPS also seems to allow for development on existing roads in some of the agricultural zones that currently restrict residential development. Finally, small scale commercial development is permitted within the agricultural zone. The policies, depending on how MOK Council interprets them, may not allow for significant development opportunities but it is unclear how this will eventually play out. These policies could allow for commercial development in Lower Wolfville, Greenwich, Wolfville Ridge and other similar areas around Wolfville.

c) Economic Development – One of the reasons to participate in Kings 2050 was to agree, as a region, on the future location of important pieces of regional infrastructure that support the growth of the entire region. This would include new business parks, industrial parks, power centres and major industries. The Towns have been given no role in helping to determine these locations. For example, the draft MPS allows for significant highway commercial at the proposed new exit in New Minas and at the Ben Jackson Road at Exit 8A. The location of these major regional assets should be a point of discussion in order to create a thriving regional economy that supports existing communities and the towns.

Next Steps for MOK

Kings County is no longer taking public feedback on the draft documents. It is staff’s understanding that Kings County hopes to move the approval process forward, with formal public participation meetings commencing in the fall. Although there is still opportunity to influence the policies, it is important the Town find a way to communicate directly with MOK Council to inform the process or to move forward the regional land use planning framework endorsed by Council in 2014. Berwick and Kentville have both approved moving forward with a regional framework, but the County has not.
1) UPDATE

The Town & Gown Committee met on Tuesday, July 28th, during which the Compliance Officer provided an update on the following issues:

   a. Messaging Coordination
   b. Welcoming Back Students, and
   c. Bicycle Safety Campaign

The Committee was presented with highlights of the Council-to-Council meeting in Sackville NB, Thursday, July 9, 2015. The meeting was set up to discuss their relationship, best practices and what is working well in other University towns. This meeting was seen as the first of many discussions to be held with Sackville. Staff will be coordinating a reciprocal Wolfville hosted meeting in Fall 2015 for Sackville NB Council representatives to more closely look at Wolfville-Acadia best practices. Staff will also further investigate the concept of having a symposium in the Spring (May) of 2016 – jointly coordinated between Wolfville and Sackville, with other university municipalities.

The Committee reviewed staff’s report on the Non-Academic Judicial Process (NAJP). Staff recommends that a restorative mediation process be reviewed for possible implementation instead of using the NAJP. It was decided by consensus that the Town & Gown Committee recommends that Council research, explore and implement a restorative mediation process and not proceed with the NAJP.

The next Town & Gown meeting is scheduled for September 29, 2015.

Staff report is attached for consideration by Council.
SUMMARY

NON-ACADEMIC JUDICIAL PROCESS

In the fall of 2014 Council adopted a Core Area Strategy that addressed a variety of compliance, by-law enforcement and community building efforts designed to create better integration of different populations in the core. One of the priority initiatives was to review and possibility implement a Non-Academic Judicial Process (NAJP) for some of the Town’s by-law. The NAJP is a method of dealing with infractions on Acadia’s campus that is outside of the normal court system.

The Town sought a legal opinion to understand if the Town could use the NAJP for by-law violations by Acadia Students off the University Campus. In summary, the opinion expresses concern with using the process and recommends not proceeding with its implementation.

Town and Gown discussed opportunities to use the NAJP on June 30th, and also discussed issues related to fairness and equality. Although NAJP has potential especially related to improving relations with the student population and Acadia University, there are significant concerns with using this process:

a) Fairness – all residents must be treated equally.
b) The RCMP has decided not to participate in the NAJP.
c) The entire NAJP is not useful to the town because only the pre-hearing component of the process is available for Town by-law infractions.
d) As outlined in the legal opinion, it is not appropriate for a public enforcement action to happen in a non-public environment by a third party, in this case, Acadia University.

Therefore, the Town and Gown has recommended that the Town not participate in the Non-Academic Judicial Process and explore a restorative mediation process.

DRAFT MOTION:

That Council will not participate in the non-judicial academic process and direct staff to bring back a report and a recommendation regarding an alternative dispute resolution process for by-law infractions.
1) CAO COMMENTS
The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY
Authority for the Town to make this decision is found in Powers, Part III and Bylaws, Part VII of the Municipal Government Act of Nova Scotia.

3) TOWN AND GOWN RECOMMENDATION
Town and Gown Motion (June 30, 2015):

IT WAS DECIDED BY CONSENSUS THAT THE TOWN & GOWN COMMITTEE RECOMMEND THAT COUNCIL RESEARCH, EXPLORE AND IMPLEMENT A RESTORATIVE MEDIATION PROCESS AND NOT PROCEED WITH THE NAJP.

4) REFERENCES AND ATTACHMENTS
- Minutes from previous Town and Gown, dated, May 26th, 2015-RCMP decision.
- Minutes from previous Town and Gown dated, June 30th, 2015-Compliance report NAJP
- RFD Report to Town and Gown dated, July 28th, 2015-RFD 053-2015

5) PURPOSE OF REPORT
For Council to consider the recommendation of the Town and Gown Committee regarding the Non-Academic Judicial Process (NAJP)

6) DISCUSSION
In the fall of 2014 Council adopted a Core Area Strategy that addressed a variety of compliance, by-law enforcement and community building efforts designed to create better integration of different populations in the core. One of the priority initiatives was to review and possibility implement a Non-Academic Judicial Process (NAJP) for some of the Town’s by-law. This report outlines the issues associated with the NAJP.

a) Background:

The NAJP is a method of dealing with infractions on Acadia’s campus that is outside of the normal court system. If a student is found in violation of a provincial statute or an Acadia regulation, the student is diverted into the NAJP in an attempt to deter future infractions and provide education and accountability.

Students who are subject to charges placed through the police or RCMP may also be subject to a hearing under the University’s judicial system. The system is fundamentally informal and the Judicial
Board is staffed by students, faculty, and members of the University’s Administration and Student Union. All sanctions are imposed either by the Manager, Campus Programs, through a pre-hearing settlement or by the Judicial Board that oversees the NAJP after it has conducted a full hearing.

Acadia University’s NAJP derives its authority from the power granted to the Board of Governors by the Province of Nova Scotia under the Acadia University Act of Incorporation in 1891. These powers are exercised on behalf of the Board of Governors by the Manager of Campus Programs.

The Town sought a legal opinion to understand if the Town could use the NAJP for by-law violations by Acadia Students off the University Campus. In summary, the opinion expresses concern with using the process and recommends not proceeding with its implementation. The opinion is attached.

The RCMP piloted the use of the NAJP and subsequently suspended its use. The pilot project started on September 1st, 2013 to April 30th, 2014 with 22 summary offence tickets issued. Kings District RCMP felt that it was not in the public interest to continue to engage in a program that treated Acadia Students differently from other members of the public. The Royal Canadian Mounted Police reported to the Town and Gown Committee on May 26th, 2015 that the police could not continue with the pilot project using the NAJP for Liquor Control Act violations.

According to Acadia University, the program is very successful with on campus violations and there is a very low recidivism rate, meaning that few people re-offend. This is the reason that both the Town and the RCMP were interested in participating initially in this program.

b) Analysis:

Staff has reviewed the opportunities to use the NAJP for certain town by-laws. Logistically, the only bylaws that would fall into the category for diversion to the NAJP would be bylaws having an out of court settlement option. These bylaws are processed by way of a summary offence ticket and not by a long form information and summons.

- Open Air Fires By-Law
- Skateboarding By-Law
- Smoke Free Indoor Public Places By-Law
- Smoke Free Vehicle By-Law
- Dog By-law
- Noise By-Law

Town and Gown discussed opportunities to use the NAJP on June 30th, and also discussed issues related to fairness and equality. Although NAJP has potential especially related to improving relations with the student population and Acadia University, there are significant concerns with using this process:
a) Fairness – It is not equitable that only some members of the community can use this program, depending on if they are students or not. All residents must be treated equally.

b) The RCMP has decided not to participate in the NAJP. As our police service agency, if it is not prepared to further participate in the NAJP for provincial offences and all bylaws became the responsibility of the Town to administer and investigate for the program.

c) The entire NAJP is not useful to the town because only the pre-hearing component of the process is available for Town by-law infractions. The full hearing is only available for on campus infraction of regulations or policy.

d) As outlined in the legal opinion, it is not appropriate for a public enforcement action to happen in a non-public environment by a third party, in this case, Acadia University.

Restorative Justice

If Council approves the recommendation of the Town and Gown Committee to not proceed with the NAJP program, staff will be exploring mediation as an option for dealing with by-law infractions.

A restorative approach encourages all participants to have an input on the outcome of by-law issues without court action. If mediation is unsuccessful the offence would be returned to a charge and a court process.

The restorative mediation process could be offered at the discretion of the by-law investigator based on the findings of the investigation. The process involves the voluntary participation of the complainant, the offender and members of the community. The investigator would initiate the session after the wrongdoers recognize the harm and accept responsibility for the action. A mediated session will offer all stakeholders a voice in a mutual resolution to the event. If this session was no successful then the investigator will continue with the charges and the court process.

It would seem feasible to initiate alternative resolution process that would be fair and equal process for all citizens.

If Council chooses this option, the staff will return with a report on the specifics of the program, cost implications and full analysis.

7) FINANCIAL IMPLICATIONS

No financial implications for not proceeding with the NAJP. A separate report will address possible costs of the alternative resolution process.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

This recommendation impacts Core Action Plan for an alternative resolution process as described in action #5 of the Core Action Plan (Nov.12th, 2014).
9) COMMUNICATION REQUIREMENTS
Here has been some public consultation to date through the Core Action Plan meetings and the dialogue with all stakeholders that sit on the Town and Gown committee. If Council choses a mediation process it is recommended that a social media campaign be carried out to inform the public of the mediation option for the Town bylaws.

10) ALTERNATIVES
- That Council recommends to proceed with the NAJP
- That Council recommends to keep the Status Quo
1) UPDATE

The RCMP Advisory Board met on Tuesday, June 30th.

As updated at the Committee of the Whole meeting on July 7, 2015, the Board discussed the annual consultation for local priorities process for developing and implementing Policing Objectives and Priorities and Goals. It was noted that a more formalized process should be developed. To that end, staff is developing an RCMP Advisory Board Policing Priorities Standard Operating Procedure (SOP) for review by the RCMP Advisory Board at their next meeting.

The next RCMP Advisory Board meeting is scheduled for September 29, 2015.
1) UPDATE

The last meeting of the Art in Public Spaces Committee took place on July 30, 2015.

At this meeting the committee focused on the Water Feature Project for Clock Park and the development of a Project Charter.

There will be a draft Project Charter and draft motion to council completed at the next committee meeting to move this project forward.

* NOTE- the August 19th meeting of the Art in Public Spaces Committee was postponed to September 8th, 2015.
SUMMARY

ACTIVE TRANSPORTATION PLAN

WSP Canada was retained to complete an Active Transportation Plan for the Town of Wolfville. The plan provides recommendations to develop a functional and implementable AT plan to support and promote an increase in active transportation options in Wolfville. The plan recommends improvements to the functionality and connectivity of the existing AT network in town, and suggests ways to increase awareness of AT issues in the community.

DRAFT MOTION:

That Council accept the Active Transportation Plan as presented and authorize staff to proceed with implementation of recommendations contained in the plan with the exception of the following two recommendations;

C4 Develop connections between the Millennium Trail and cul-de-sacs including Parkview Ave and Bishop Ave.

C11 Carry out winter maintenance on the Wolfville Rail trail in the downtown core.
1) CAO COMMENTS
The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY
N/A

3) STAFF RECOMMENDATION
Staff recommends that Council accept the Active Transportation Plan and authorize staff to implement recommendations contained in the plan with the exception of recommendation C4 and C11.

4) REFERENCES AND ATTACHMENTS
- Core Area Traffic Study
- Municipal Planning Strategy
- Council Strategic Plan
- Physical Activity Strategy
- Parks & Open Space Master Plan
- Imagine Wolfville’s Downtown
- Sustainable Transportation Study
- Active Transportation & Trail Audit
- Kings County Trail Vision and Strategic Plan
- Community Consultation

5) PURPOSE OF REPORT
This report was prepared for Council to approve the recommendations of the Active Transportation Plan and where staff have specifically noted approve not to proceed with said recommendations.

6) DISCUSSION
The Plan was prepared to help address a number of Council’s strategic directives by improving the functionality and connectivity of the existing AT network, increase awareness of AT issues and to improve conditions that promote growth in AT based trips within the community.

In addition to reviewing the reports listed above, WSP Canada consulted with a number of key stakeholders including Acadia University, Kieran Pathways Association, Annapolis Valley Trails Coalition and the Grand Pre Trail Society. There was no formal public consultation during this exercise as it was felt there had been sufficient public consultation as part of the Sustainable Transportation Study and since regarding active transportation.

The guiding principles applied in the preparation of the AT Plan are to;

- promote healthy and active lifestyles for all ages,
The plan provides recommendations that are achievable and can be reasonably implemented based on exiting physical, financial and technical constraints.

Staff is recommending that two of the plan recommendations not be implemented, at least not at this time.

**C4 Develop connections between the Millennium Trail and cul-de-sacs including Parkview Ave and Bishop Ave.**

This recommendation will be difficult to implement due to the development of residential properties between these streets and the trail. As future development takes place connections to the trail can be considered as part of the development plans.

**C11 Carry out winter maintenance on the Wolfville Rail trail in the downtown core.**

This recommendation may be difficult to implement effectively until the level of service expected is identified and then depending on the level of service, the trail surface may need to be upgraded to a hard surface as recommended.

### 7) FINANCIAL IMPLICATIONS

The financial implication of each recommendation is identified in Table 8.2 of the Plan. These costs will be included in future operating and capital budgets for Council consideration and approval.

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

Strategic Directive #1: - Well Maintained and Sustainable Public Infrastructure

Strategic Direction #2: - A Diverse, Prosperous, and Sustainable Local Economy

Strategic Direction #3: A Growing Population Encompassing all Ages and Stages Who Live in Safe, Attractive, Cohesive, Neighbourhoods

Strategic Direction #4: - A Robust Active Living and Cultural Community

### 9) COMMUNICATION REQUIREMENTS

The public will be advised of proposed changes as recommendations are implemented and provided updates as projects proceed. There are a number of education related recommendations which may require a more formal communications plan as they are implemented.
10) ALTERNATIVES

- Accept recommendations as proposed by staff.
- Accept all recommendations contained in the report or specific recommendations only.
SUMMARY

Core Area Traffic Study

WSP Canada was retained to complete a traffic study in Wolfville’s downtown core. The study assessed existing and projected traffic operations to identify deficiencies in the transportation network, conduct a pedestrian crosswalk review to determine appropriate levels of crossing control and prepare functional plans and cost estimates for the proposed improvements.

DRAFT MOTION:

Move that Council accept the Core Area Traffic Study as presented and authorize staff to proceed with implementation of recommendations contained in the Study based on budgetary approval.
1) **CAO Comments**
The CAO supports the recommendations of staff.

2) **LEGISLATIVE AUTHORITY**
N/A

3) **STAFF RECOMMENDATION**
Staff recommends that Council accept the Core Area Traffic Study as presented and authorize staff to proceed with the recommendations contained in the Study. A number of the recommendations will require capital funding and these will be brought to Council for consideration as part of future capital budgets.

4) **REFERENCES AND ATTACHMENTS**
- Traffic Impact Study – Railtown Development
- Transportation Study
- Active Transportation Plan
- Main Street Crosswalk Review
- June 23rd, 2015 Core Area Traffic Study and Active Transportation presentation.

5) **PURPOSE OF REPORT**
This report is prepared for Council to approve the Core Area Traffic Study recommendations.

6) **DISCUSSION**
The core area traffic study was prepared to assess existing and future projected traffic operations including crosswalks in the downtown core and make recommendations with respect to the safe and efficient movement of vehicles, pedestrians and bicycles within the study area. The Study Area is Main Street between University and Willow and from Front St to Acadia St.

The core area traffic study is intended to address a number of key transportation issues within the downtown core:

- Safe and efficient movement of vehicles, pedestrians and cyclists
- Peak hour traffic congestions
- Impact to pedestrians & vehicles of the existing number & location of pedestrian crossings
- Operational performance of the Main St/Harbourside and Main St/University intersections
- Effect of proposed one way conversions on Main St, Front St, and Acadia St.
- Effect of closing Central Ave to vehicle traffic except local deliveries.

The recommendations contained in the report are as follows:

1. Install traffic signals and realign the intersection at Main St and University Ave
2. Install a westbound turn lane on Main St at Highland Ave
3. Install an eastbound turn lane on Main St at Elm Ave
4. Install traffic signals at the intersection of Main St and Gaspereau/Harbourside
5. Maintain the existing two way traffic on Main Street and Front Street
6. Consider conversion of Acadia St to one way eastbound between Highland Ave and Linden Ave
7. Closing Central Avenue to motorized vehicles can be implemented without negative impacts to the surrounding network.
8. Recommended Crossing Control at the Study Area intersections, based on the TAC Pedestrian Crossing Control Guide, is as follows:
   a) Main Street at University Avenue – Upgrade to Signalized Intersection
   b) Main Street at Highland Avenue – Upgrade to standard RA-5 Special Crosswalk
   c) Main Street at Elm Avenue – Ground Mounted (closer to intersection)
   d) Main Street at Linden Avenue – Ground Mounted (curb bulb out)
   e) Main Street at Central Avenue - Ground Mounted (curb bulb out)
   f) Main Street at Locust Avenue – Ground Mounted
   g) Main Street at Willow Avenue – Upgrade to standard RA-5 Special Crosswalk
   h) Harbourside Drive at Front Street – Maintain Marked Crosswalk
   i) Elm Avenue at Front Street – Maintain Ground Mounted
   j) Highland Avenue at Acadia Street – Upgrade to standard RA-5 Special Crosswalk

7) FINANCIAL IMPLICATIONS
A number of the recommendations have financial implications that will have to be included and considered as part of the Capital Investment Plan. Recommendations 1 through 4 will require capital funding and should be considered in conjunction with the proposed Main Street upgrade between Locust Ave and Westwood Ave currently being designed. The capital investment plan will be adjusted to reflect these recommendations for Council’s consideration and approval.

Recommendations 5-7 have no capital cost associated but will require communication with residents and businesses on affected streets before proceeding.

Recommendations 8. a), b), g) & j) will require capital funding and will be included in the capital investment plan for Council’s consideration and approval.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Strategic Direction #1: - Well Maintained and Sustainable Public Infrastructure - The movement of traffic flow in the downtown is effective and efficient

Strategic Direction #4: - A Robust Active Living and Cultural Community - Active living components are integrated into the infrastructure plan of Wolfville and neighbouring communities
9) COMMUNICATION REQUIREMENTS

Proposed changes on Main Street will be discussed with all affected organizations such as NSTIR as the road authority for Route 1 (Main Street), Acadia University, WBDC, Kings Transit and any other interested party prior to implementation. The public will be advised of proposed changes and provided updates as changes are implemented.

10) ALTERNATIVES

- Accept all recommendations as presented in the Core Area Traffic Study
- Accept specific recommendation only or no recommendation presented in the Core Area Traffic Study
SUMMARY

Blomidon Terrace Stairs

Staff has been directed to prepare a report suggesting a safe and cost effective approach to addressing pedestrian access on Blomidon Terrace.

DRAFT MOTION:

Move that Council include a proposed sidewalk on Blomidon Terrace in the Capital Investment Plan for consideration and that staff not assume any responsibility for the existing stairway on private property.

1) CAO COMMENTS
The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY

3) STAFF RECOMMENDATION
That a proposed sidewalk on Blomidon Terrace be included in the Capital Investment Plan for consideration and that staff not assume any responsibility for the existing stairway due to the additional liability associated with this obligation.

4) REFERENCES AND ATTACHMENTS
   - Town of Wolfville Sustainable Transportation Study Final Report
   - Town of Wolfville Open Space Master Plan
   - Nov 10th correspondence to KCCC#2
   - Mar 24/2015 Council Meeting
   - 10 year Capital Improvement Plan

5) PURPOSE OF REPORT
Provide Council with recommendation(s) to improve pedestrian access on Blomidon Terrace, particularly during the winter months.

6) DISCUSSION
A stairway was constructed from the Blomidon Terrace Apartment property on Blomidon Terrace to Willow Ave as part of the development of this property. The stairway was built by the developer on property that has since been subdivided, sold and is now owned by JA MacKay Rentals Ltd. The stairway needs to be repaired or replaced and the Kings County Condominium Corporation #2 has asked the Town to repair the stairway.
The Town has previously denied the request as the stairway was installed by the developer on private property and is not included as an existing or proposed trail in the Open Space Plan and is not included in the current 10 year Capital Improvement Plan. In addition, the Sustainable Transportation Study completed in 2011 did reference the stairway as part of the report and indicated that, “their location is not ideal as part of an active living network, due to the fact that anyone wishing to access them would have to either walk behind the private resident or part-way down Blomidon Terrace. If any sort of treatment is going to occur on Blomidon Terrace, it would make more sense, both financially and safety-wise to simply apply the treatment for the length of Blomidon Terrace and forgo replacing the steps.”

As suggested back in March, the Town of Wolfville, whenever possible, should ensure that town owned & maintained infrastructure is not on private property but is located on town owned property to ensure the infrastructure benefits all residents and can be maintained with as few encumbrances as possible. The long term goal is to have a pedestrian walkway or sidewalk included in the Capital Investment Plan and that any sidewalk or stairs be constructed on the Town right of way.

The possibility of repairing the stairway as a short term solution was considered. This did not include a provision for winter maintenance which has not been done in the past and would be labour intensive and costly to provide. This possibility was discussed with our insurer and solicitor and their comments are provided;

Our insurer has stated “Should the Town want to take on this additional liability exposure the very first thing they need to do is draft an agreement. This agreement/contract will outline each parties responsibilities, thus if the Town agrees maintenance and upkeep, they need to spell out the level they will be providing. If the maintenance is bare bones or very minimal the agreement in detail needs to state what that will be. The agreement should also if possible hold the Town harmless for anything outside the agreed scope of work. The Town will also need to keep excellent maintenance logs for if there was ever a claim these will be crucial.”

Our solicitor has stated “from a strictly legal perspective it is our opinion that the potential risks to the Town in the installation of infrastructure on the property of third parties is laden with risk and should, wherever possible, be avoided. This is especially true in our understanding of this matter as there is no direct benefit being provided to the third party landowner.

We appreciate that the Town may have considerations that are not “strictly legal” and which may therefore indicate the installation of this infrastructure on the land of a third party is appropriate. Should this be the conclusion of the Town we urge the Town to enter into an appropriate legal agreement with the third party landowner and to install and maintain signage at the top, bottom and possibly in the middle of the intended stairs”.
7) FINANCIAL IMPLICATIONS
Maintenance of this stairway is not included in any current Town of Wolfville budget. The recommended sidewalk on Blomidon Terrace will be priced and included in the Capital Investment Plan for Council’s consideration and approval.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Strategic Direction #1: Well Maintained and Sustainable Public Infrastructure
Strategic Direction #3: A Growing Population Encompassing all Ages and Stages Who Live in Safe, Attractive, Cohesive, Neighbourhoods

9) COMMUNICATION REQUIREMENTS
Communicate the town’s intent to the condo association and the property owner and include the proposed sidewalk in the capital investment plan for consideration.

10) ALTERNATIVES
Include a sidewalk option in the capital investment plan for consideration and assume the added liability of repairing the existing stairway, provided agreements with all parties can be reached.
SUMMARY

ELECTRONIC VOTING

October 2016 is the next municipal election for Nova Scotia and municipalities must decide if they will be implementing electronic voting.

Electronic voting, or e-voting, is increasingly becoming the method of choice for elections at the municipal, provincial and federal government levels throughout Canada with benefits such as easy access, secrecy for special populations, no spoiled ballots and almost immediate results. It is also has a lot to do with the increased use of technology by the broader population that makes e-voting the choice for elections.

In 2012 Town Council voted not to implement e-voting mainly because of the social issues surrounding it; voting without engagement, removing voters from the safe environment of polling stations, making it a casual activity, and voters responding in the moment and being influence by others at the time of their vote. However, staff believe that voter, and candidate, engagement is separate from the method of voting and will be developing an engagement plan to be launched in January 2016.

Although there are potential risks and drawbacks for e-voting such as security, voter coercion, and the digital divide the research and trials in other municipal units show that the benefits out weight the risks and Council should implement e-voting for the 2016 municipal election.

DRAFT MOTION:

That Town Council approve the development of a by-law authorizing voters to vote electronically in the 2016 municipal election and that there be no use of paper ballots.
1) CAO COMMENTS
The CAO supports the recommendations of staff. The CAO has personal experience with e-voting from the Municipality of Chester and was very pleased with the results.

2) LEGISLATIVE AUTHORITY
Section 146A of the Municipal Elections Act bestows municipal council with the legislative authority to select the method and system of voting. “Section 146A(1) A council may by by-law authorize voters to vote by mail, electronically or by another voting method.”

3) STAFF RECOMMENDATION
Staff recommends that Council approve the development of a by-law authorizing voters to vote electronically for the 2016 Municipal Election. There would be no traditional (paper) ballots.

4) REFERENCES AND ATTACHMENTS
- Municipal Elections Act
- Technologies in Voting process: An Overview of Emerging Trends and Initiatives
- Part II: Benefits, Drawbacks and Risks Associated with Internet Voting

5) PURPOSE OF REPORT
The purpose of this report is to provide Council with the background, benefits and drawbacks for e-voting and ask Council to make a decision regarding e-voting for the 2016 Municipal Election.

6) DISCUSSION
Electronic voting, or e-voting, was introduced in Nova Scotia municipal elections in 2008 and at the time traditional methods, paper, were still required. In 2012, legislation changed to allow e-voting only and mechanisms included telephone, internet and kiosk voting. Below are some stats from e-voting in Nova Scotia in the 2008 and 2012 elections.

- In 2008, 4 municipalities used e-voting.
- In 2012, 15 municipalities used e-voting. (Middleton was not included in the table below).
- Berwick used e-voting in 2008 but did not in 2012 because of cost. They are recommending e-voting for 2016.
- Wolfville voted not to use e-voting in 2012.
- 11 out of 54 municipalities used electronic voting for the first time in 2012.
- On average, there was a 7% (6.58%) increase in voter turnout when compared to 2008. However, not all of the municipalities that used e-voting for the first time in 2012 saw an increase in voter turnout. There is a wide range: Truro and Bridgewater saw an increase of over 20%, but Digby and Kentville saw decreases of 11%.
- Therefore, it is difficult to isolate the impact e-voting alone has on voter turnout, as there are other factors that are going on in each municipality.
• All 15 municipalities used **e-voting only** for advance polls.
• When Nova Scotian voters were offered the option of an electronic or paper ballot during 2012 Municipal and School Board elections, the electronic option was the choice of 64% of voters.

The table below shows the voter turnout in 2008 and 2012 for municipal units that used e-voting in 2012 and the method of voting that was used on Election Day.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Voter TO 2008</th>
<th>E-voting 2008</th>
<th>Voter TO 2012</th>
<th>E-voting 2012</th>
<th>% Change in TO from 2008</th>
<th>Method of voting on election day</th>
</tr>
</thead>
<tbody>
<tr>
<td>HRM</td>
<td>36.19%</td>
<td>y</td>
<td>36.93%</td>
<td>y</td>
<td></td>
<td>Paper only</td>
</tr>
<tr>
<td>Stewiacke</td>
<td>70.76%</td>
<td>y</td>
<td>58.54%</td>
<td>y</td>
<td></td>
<td>e-vote/paper</td>
</tr>
<tr>
<td>Windsor</td>
<td>37.09%</td>
<td>y</td>
<td>30.18%</td>
<td>y</td>
<td></td>
<td>e-vote only</td>
</tr>
<tr>
<td>Argyle</td>
<td>72.74%</td>
<td>n</td>
<td>79.68%</td>
<td>y</td>
<td>6.94%</td>
<td>e-vote only</td>
</tr>
<tr>
<td>*Berwick</td>
<td>54.53%</td>
<td>y</td>
<td>54.72%</td>
<td>n</td>
<td></td>
<td>e-vote/paper</td>
</tr>
<tr>
<td>Bridgewater</td>
<td>23.85%</td>
<td>n</td>
<td>45.90%</td>
<td>y</td>
<td>22.05%</td>
<td>e-vote/paper</td>
</tr>
<tr>
<td>CBRM</td>
<td>50.37%</td>
<td>n</td>
<td>55.92%</td>
<td>y</td>
<td>5.55%</td>
<td>Paper only</td>
</tr>
<tr>
<td>Chester</td>
<td>45.58%</td>
<td>n</td>
<td>60.12%</td>
<td>y</td>
<td>14.54%</td>
<td>Paper only</td>
</tr>
<tr>
<td>Clare</td>
<td>65.36%</td>
<td>n</td>
<td>66.26%</td>
<td>y</td>
<td>0.90%</td>
<td>e-vote/paper</td>
</tr>
<tr>
<td>Digby (Town)</td>
<td>64.65%</td>
<td>n</td>
<td>53.58%</td>
<td>y</td>
<td>-11.07%</td>
<td>e-vote only</td>
</tr>
<tr>
<td>Digby (Mun)</td>
<td>44.76%</td>
<td>n</td>
<td>47.20%</td>
<td>y</td>
<td>2.44%</td>
<td>e-vote/paper</td>
</tr>
<tr>
<td>Truro</td>
<td>19.39%</td>
<td>n</td>
<td>46.59%</td>
<td>y</td>
<td>27.20%</td>
<td>e-vote only</td>
</tr>
<tr>
<td>Victoria</td>
<td>60.64%</td>
<td>n</td>
<td>74.92%</td>
<td>y</td>
<td>14.28%</td>
<td>Paper only</td>
</tr>
<tr>
<td>Yarmouth (Mun)</td>
<td>41.61%</td>
<td>n</td>
<td>42.07%</td>
<td>y</td>
<td>0.46%</td>
<td>e-vote only</td>
</tr>
<tr>
<td>Kentville</td>
<td>46.18%</td>
<td>n</td>
<td>35.22%</td>
<td>y</td>
<td>-10.96%</td>
<td>e-vote/paper</td>
</tr>
</tbody>
</table>

In 2012 when Council voted not to implement e-voting the main concerns were related to social issues; voting without engagement, removing voters from the safe environment of polling stations, making it a casual activity, and voters responding in the moment and being influenced by others at the time of their vote. With regards to engagement, this is an issue to be addressed outside of e-voting. Staff is working on an engagement plan for both voters and candidates that would be launched in January 2016 and involve articles, workshops, videos, etc. that focus on municipal governance. Council also raised concern with regards to security and access in 2012 and those are addressed below.

Internet voting is always offered along with a telephone voting option to ensure complete coverage of the electorate. In addition, kiosks can be set up at polling stations for individuals who either don’t have access to a computer, need assistance, or would like to maintain a traditional means of voting.

**Functions of E-voting**

• Each individual on the final list of electors receives a voter information letter containing instructions on how to cast their ballot and their electronic voting credentials (PIN). In 2012, inaccuracies in HRM’s municipal voters list cause some households (3-5%) to receive voter information cards for non-household members. As a result there were no instances of voter
fraud and because the letters or mailed in a sealed envelope and opening someone else’s mail is illegal, as is impersonating another elector.

- After receiving the voter instruction letter voters connect to the voting website or call the 800 number.
- The website offers a step by step process where you enter your personal identification number (PIN) in order to proceed.
- The user sees an electronic ballot, one at a time – Mayor, Councillors, School Board, and the individual clicks on the box for their chosen candidate and submits their choice. Before that vote is cast a confirmation screen shows the candidate(s) that the individual chose. If this is not the correct list the individual can return to the ballot or vote now.
- An individual can access their vote and make a change up until the close of the polls.

Elections Canada has gathered research on technology trends, Canadian’s attitudes and the benefits and drawbacks of e-voting. Below is a summary of two reports prepared by Elections Canada and links to the full text can be found by clicking on the titles under Section 4 of this report References and Attachments.

**Technology Trends**

- According to the 2012 Canadian Internet Use Survey (Statistics Canada):
  - 80 percent of individuals 16 years and older used the internet for personal use.
  - Overall, Canadian’s are experienced internet users with almost on half of users (47 percent) having been online for 10 years or more.
  - Seniors accounted for about one half (51 percent) of non-users. Nearly four in ten non-users (39 percent) came from households reporting low income.
- Research shows that technology can remove some administrative barriers to the electoral process, especially for some groups of electors, including those with accessibility challenges and potentially youth.

**Attitudes and E-Voting in Canada**

- According to the 2011 Elections Canada Survey of Electors:
  - the majority of electors (86 percent) have access to the internet in their home; an increase of 5 percent since 2008 and 22 percent since 2003.
  - 57 percent of non-voters, primarily those with internet access at home, said they would have voted had it been possible to do so over the internet.
- The 2011 Canadian Election Study shows that half of the electors (49.1 percent) agree, somewhat (31.5 percent) or strongly (17.6 percent) that “Canadians should have the option to vote over the internet in federal elections”. This compares to 39.4 percent who disagree.
A majority of electors (58.8 percent) said they would be likely, either somewhat (17.0 percent) or very (41.8 percent), to vote over the Internet if they could do so; 37.5 percent say they would not be likely to do so.

50.3 percent of electors think voting over the Internet is "risky" while 29.7 percent think it is not.

Across the board, positive impact on participation turned out to be negligible. On the other hand, in all cases, electors took advantage of the option, and the Internet voting option has been retained for future elections.

A policy analyst for Elections Canada suggests that changes in society, especially those that are incited by new technologies and increasing online use are influencing the expectations of Canadians.

**Benefits of e-voting**

- On average, it too 1 minute, 31 seconds to vote by internet during 2012.
- Surveys on non-voters indicate that being too busy, out of town or ill/disabled is a reason that they did not vote (statistics Canada, 2013). E-voting allows voters to vote from anywhere-anytime.
- E-voting could allow for greater secrecy for special populations of electors with disabilities (including visually or hearing impaired, because they can vote unassisted and are afforded a greater degree of anonymity when casting a ballot.
- E-voting may be a method of engaging those voters who are considered the hardest to reach, particularly young people aged 18 to 30.
- Has the promise to positively impact voter turnout, though not proven at this time.
- The incremental financial cost to a voter casting an electronic ballot is less than that for an individual voting in-person after having taken time off work, travelling to a polling station and obtaining childcare.
- Over the long term, all types of internet voting have the potential to be less expensive to operate and execute than traditional paper ballots.
- Eliminates proxy votes and certificates of eligibility.
- Results are available almost immediately.
- No spoiled ballot issues, positive ballot confirmation.
- Eliminates the need for an interim voters’ list to be used at physical polling stations on advance voting day. The voters’ list can be continuously updated.

**Drawbacks and Risks**

- Those opposed to e-voting prominently cite security, threats of computer viruses or hackers, as the number one risk.
• Problems with access to technology and the digital divide for those who have access and do not have access to a computer and those who have faster connections and those who have slower connections.
• E-voting presents greater opportunity for fraud and coercion or vote-buying – i.e. someone voting on another’s behalf without their permission or pressuring others to vote in a way that he or she would not have otherwise.
• Voter education that ensures public awareness of electronic voting and understanding and use of online systems are a concern.
• Privatization is a concern when electoral administrators cede control to a hired firm and causes negative impact on public confidence.
• The proliferation of electronic election services has the power to alter that nature of electoral participation by causing more electors to vote alone instead of at a polling place with others.
• Although electronic voting may be more popular among committed voters it is not as trusted as traditional in-person voting options.

Although there are potential risks for e-voting staff believe that the benefits outweigh the risks. The success of e-voting in 14 other Nova Scotia municipalities – no reported fraud or security risks – and the increasing trends in Canadian’s use and attitudes towards technology and e-voting are evidence that moving forward with e-voting for the 2016 municipal election would be beneficial. Wolfville has put their name forward to be included in the Bulk Purchasing Request for Proposals that is currently being prepared with potential benefits such as efficiencies, financial saving and opportunities for smaller municipal units to affordably provide e-voting, which means we could see more municipal units offering e-voting in 2016. The RFP being prepared by HRM includes:

• Non-binding e-voting RFP
• RFP based on legislation and business practices to conduct a municipal and school board election in Nova Scotia.
• RFP process will be led by HRM and facilitated by HRM Procurement Department.
• Two other municipal units will be invited to participate in the RFP evaluation.
• The RFP contains language that allows the listed parties to enter into their own agreement with the highest scoring proponent, but does not require them to. Any agreement will be solely between the Town and the vendor – HRM will not be a party to the external agreements.

7) FINANCIAL IMPLICATIONS
In 2012 the Election cost the Town approximately $13,000 and in 2008 approximately $19,000; both elections used traditional methods of voting. The major difference in cost from 2008 and 2012 were honourarum and the use of legal services for a recount in 2008. In both years a member of Town staff was appointed as the returning officer and those costs were assumed by the Town as part of that employ’s regularly earned pay.
It is estimated that if Council chooses either e-voting or paper ballots only that there would be minimum savings between the two methods. E-voting does require less human resources to implement but again, the cost savings would be minimum to be used as a deciding factor. If Council chooses to use both e-voting and paper ballots the cost would be double.

The exact costs of the e-voting are not known at this time, however, when the RFP is awarded that update will be provided to Council.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
Strategic Direction #5: Efficient and Effective Leadership from a Committed and Responsive Executive and Administrative Team.

9) COMMUNICATION REQUIREMENTS
Staff will include an educational component in the voter engagement plan to ensure that voters are aware that e-voting will be used and know how to use it.

10) ALTERNATIVES
• That Council proceeds with a combination of e-voting and paper ballots.
• That Council proceeds with paper ballots only.
SUMMARY

PAMPANO PARK RENAMING

To Council to consider the request from the KCCC #8 to change the name of Pompano Park to Pond View Park.

DRAFT MOTION:

That Council approve the change of name of Pompano Park to Pond View Park and direct staff to consult on the proposed name through social media and our website.
REQUEST FOR DECISION #064-2015
Request to rename Pompano Park
Date: September 1, 2015
Department: Community Development

1) CAO COMMENTS
The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY
Council adopted a Municipal Lands & Facilities Naming Policy (Policy No. 120-007) on June 25th, 2012 which guides the naming of municipal lands and facilities or elements thereof.

3) STAFF RECOMMENDATION
Staff recommend the Park be renamed Pond View Park.

4) REFERENCES AND ATTACHMENTS
- Municipal Lands & Facilities Naming Policy
- Correspondence dated 2015-05-06 from Orchard Park requesting name change
- Approved survey plan of park

5) PURPOSE OF REPORT
To apply the policies regarding the naming of Municipal Parks in order to evaluate the request to rename the existing Pompano Park to Pond View Park.

6) DISCUSSION
Council received a request from the Kings County Condominium Corporation (KCCC) on May 26th, 2015 asking for the park known as Pompano Park to be renamed Pond View Park. This letter followed up on another letter sent on June 21st, 2013 which appears to not have been actioned by town staff.

The park was created in 2005 during the development of the Whidden lands, located on the west end of Town. The neighbourhood is composed of mixed used residential development. The park is 51,505 square feet and is characterized by a pond located in the middle of the property. There has been relatively little development of the park, but a bench is located within the park. Although the park is, on the survey plan, over an acre in size, the reality is that the usable area of the park is much smaller as there is marsh grass and other riparian vegetation surrounding the pond.
Policy Review:

In 2012, the Town passed a Municipal Lands & Facilities Naming Policy to guide the naming of any municipal lands, including parks. The naming of parks is completely at the discretion of Council, but the policy provides principles to guide the Town when naming parks. These principles are evaluated in the chart below:

<table>
<thead>
<tr>
<th>Principles</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names shall be unique; name duplication and similar sounds names shall be avoided</td>
<td>Name is unique</td>
</tr>
<tr>
<td>Names shall not be discriminatory, derogatory or political in nature</td>
<td>Compliant</td>
</tr>
<tr>
<td>Names shall be mindful of emergency response considerations</td>
<td>Compliant</td>
</tr>
<tr>
<td>Names that recognize an organization for a financial contribution will be considered when the activities and values of the organization are aligned with the values of the Town of Wolfville</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Where the name of an individual or organization is selected, approval shall be obtained from the individual (or his/her family when appropriate) or the organization for such naming.</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
7) FINANCIAL IMPLICATIONS
The Park will need to be signed but this is a minimal cost and can be assumed from within operational budgets.

8) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
The Parks and Open Space Plan has no specific language about naming of this park. However, this initiative does respond to Strategic Direction # 5 of Council’s Strategic Plan as this addresses a long standing request of the public.

   Strategic Direction #5: Efficient and Effective Leadership from a Committed and Responsive Executive and Administrative Team

9) COMMUNICATION REQUIREMENTS
The following communication initiatives are recommended to be associated with this request:

   1. If Council decides to proceed with the name change, staff recommend advertising the name change and leave a week for feedback. This would be done before Council gives consideration of final approval of the name change and any feedback would be provided to Council before a final decision. Advertising would occur through social media and our website.

   2. If Council decides to proceed with a name change, then staff would investigate signage for the Park. Once the signage was in place, a small ceremony at the Park would be held.

10) ALTERNATIVES
   • Status Quo - The Park remains named as “Pompano Park”
   • Direct Staff to work with the community for a different name for the park.
May 26, 2015

Mayor Jeff Cantwell and Council Members
Town of Wolfville
359 Main Street
Wolfville, NS
B4P 1A1

Dear Mayor Cantwell et al:

RE: Town of Wolfville Park Land, Chambers Close

We are writing once again regarding the above mentioned park land. Please refer to the attached letter dated June 21, 2013, in which a request was made of Council to formally name this green space, currently called “Unnamed Park”, to “Pond View Park”. We have been waiting for a response for five years.

May we remind you this park was built as a cooperative effort by citizens and the Town, is maintained by the residents at almost no cost to the town and is an example of what can be accomplished when we work together.

There are many folks in the vicinity of the park who enjoy the view of the pond and surrounding vegetation, watching the wildlife, walking dogs, taking their children and grandchildren to the area for walks and lessons in nature, and in general enjoying the tranquility and peace of this beautiful little green space.

It is a lovely spot and we believe that the formality of naming the park will create a green space in this part of town that will be enjoyed for decades to come.

Would you please advise when this matter will be on the Town Council agenda. When named, we would like to arrange for a brief ceremony to unveil a plaque to formalize the name of this park.

Thank you for your attention to this issue; it would be very much appreciated if we could receive a timely response to this request.

Yours truly,

Ruth Boulden, Secretary

KCCC#8 Board of Directors
June 21, 2013

Mayor Jeff Cantwell and Council Members
Town of Wolfville
359 Main Street
Wolfville, NS
B4P 1A1

Dear Mayor Cantwell et al:

RE: Town of Wolfville Park Land, Chambers Close

It has now been 3 years since Mayor Bob Stead cut the ribbon at the official opening of our new park on Chambers Close, but the Town “Parks and Open Space Master Plan” still shows it as “Unnamed Park”. At a recent meeting of our Condo Board, I was asked to write to you to request that the Park be named “Pond View Park” as it is commonly referred to in the area. This name is consistent with your naming policy.

This park has been built as a cooperative effort by citizens and the Town and at almost no cost to the Town. It is an example of what can be accomplished when the Town and citizens work together. What was a rock pile beside the road is today a beautiful park and wilderness area for wildlife. It was cleared by volunteers. Several years ago over the summer the Town dumped free fill on the site and hired a machine to level it. The residents seeded it and built a garden that can be seen as one drives around the corner at the end of Marsh Hawk. Park benches were purchased by the residents. The two condos are paying for the maintenance by mowing the grass. It still costs the Town nothing.

The change has been incredible and it is a little jewel. Today you will see people visiting the area to view the pond and wildlife. There are ducks, turtles, Blue Herons, muskrats, pheasants, eagles, and kingfishers that feed there. Many wild birds inhabit the trees and grasses surrounding the pond. In the fall hundreds of migrating ducks fly in each day to rest on their way south. There have been sightings of birds rare to this area, including a white egret and an eared grebe just this spring.
The park is in the middle of an area in town with perhaps the highest density and is the only park land in the west side of Wolfville that is owned by the Town.

If the Town Council approves of this suggestion, we would like to organize a brief ceremony later this summer at which time the Mayor could unveil a plaque with the name.

Yours truly,

KCCC#8 Board of Directors
SUMMARY

Annual Operating Line of Credit

All organizations require a stable cash flow in order to meet expenditure obligations on a timely basis, be that supplier payments or payroll. Timing of cash flow receipts does not always match the timing of required payments. The approval of annual operating lines of credit allows staff to carry out the approved budget plans of Council in an effective and efficient manner.

DRAFT MOTION:

That Council approves the following lines of credit with the Bank of Montreal, effective October 1, 2015 to September 30, 2016;

1. Town Operating Fund, bank account $400,000 maximum credit
2. Water Utility Operating Fund, bank account $150,000 maximum credit
3. Corporate Credit Cards $ 50,000 maximum credit
1) CAO COMMENTS
The CAO supports the recommendations of staff.

2) LEGISLATIVE AUTHORITY
Section 84 of the MGA

3) STAFF RECOMMENDATION
That Council approves the following lines of credit with the Bank of Montreal:

4. Town Operating Fund, bank account $400,000 maximum credit
5. Water Utility Operating Fund, bank account $150,000 maximum credit
6. Corporate Credit Cards $50,000 maximum credit

4) REFERENCES AND ATTACHMENTS
- Town Bank Credit Card Policy 1221-09.

5) PURPOSE OF REPORT
This RFD is intended to provide Council with information to assist in the annual decision to establish lines of credit for the Town’s operating fund bank accounts and corporate credit cards.

6) DISCUSSION
The Town’s operating lines of credit are renewed with the Bank of Montreal once a year, with the current agreement expiring at the end of September. Given the Town’s positive financial results over the past number of years, this decision could be considered a housekeeping matter required to keep our agreement with the Bank of Montreal up to date. Much of what follows is information included in RFD’s over the last few years.

Section 84 of the Municipal Government Act (MGA) allows municipalities to utilize temporary borrowings to cover current expenditures. This recognizes the fact that municipal cash receipts do not always mirror the timing of expenditure payments.

The amount to which temporary borrowings are required depends on a municipality’s unrestricted working capital and its regular cash flow requirements.

- A number of years ago, the Town of Wolfville experienced its cash flow shortages in April and May, prior to the due date of the interim tax bills.

- In March 2012, a number of bank accounts were consolidated at the Bank of Montreal. As noted previously, this move assists the Town in avoiding the need for temporary loans from the bank. Appropriate accounting ensures each fund records the interest income earned every
To date this continues to work well for the Town. The last overdraft position for the two operating accounts (Town General and Water Operating) were:

- Town general account required $270,700 in temporary borrowings in April & May 2011.
- In November 2010 the Water Utility required temporary borrowings of $123,900.

- No temporary borrowings were required by either the Town or Water Utility Operating Funds since May 2011 (noted above).
- In addition, continued years with surplus results have helped eliminate the Town’s reliance on short term borrowings.
- The potential still exists for the need to utilize short term borrowings, although the likelihood is lower than it was five years ago.
- The recommended credit limits (operating lines of credit) have been unchanged for a number of years, i.e. no increase recommended. Effectively the approved borrowing limit is a lower percentage of the annual budget spending.
- The bank requires an approved resolution in order to facilitate any temporary borrowings.

With regard to the limit required for the Town credit cards, the maximum overall credit was reduced a couple of years ago from $100,000 down to $50,000. This coincided with changes to the Credit Card Policy (1221-09) which reduced the number of cards from maximum of 20 down to 3. The suggested limit has been set at a level that would provide flexibility if required during the fiscal year. There have been no issues during the past twelve months with the limit of $50,000. Note the Town Policy has a per-card limit of $5,000, unless otherwise required and temporarily increased by the Director of Financial Services.

Each year there have been occasions where the Director of Financial Services has had to temporarily increase an individual card limit. This usually occurs around the time that conference registrations occur. Over the last year there were a couple of times where the limit was increased on a card between the statement date and due date of payment, as the card was nearing its $5,000 limit. Ultimately the Town stayed within its limit on each monthly statement.

7) **FINANCIAL IMPLICATIONS**
None identified beyond discussion above.

8) **REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS**
This report comes before COW/Council to ensure the Town is meeting its obligation of accountability and openness/transparency to the public, as expressed in the Guiding Principles of Council’s Strategic Plan.
9) COMMUNICATION REQUIREMENTS
The lines of credit are a matter of routine operations; therefore the only communication required is with the Bank of Montreal to ensure renewed credit facilities are in place before October 1, 2015.

10) ALTERNATIVES
Council could make the decision to not authorize any operating lines of credit for the next year, or to authorize only the line of credit related to the credit cards.

These options have not been recommended for the following reasons:

- The use of operating lines of credit are an established business practice to allow for temporary shortfalls in cash flow.
- A temporary need for a line of credit would typically occur in a timeframe that does not necessarily coincide effectively with a Council meeting. If no line of credit approved, payment of bills/payroll could be held up while awaiting a Council meeting to get the necessary authorization to borrow.
- The Town has certain individual receipts, such as the provincial grant in lieu of taxes related to Acadia, that are significant (currently just under a million dollars) and if the payment is received late in the year it could cause a temporary cash shortage.
1) COMMENT / RECOMMENDATION – CAO
The CAO supports the recommendations of staff.

2) RECOMMENDATION
That Council approves the new Corporate Donations Policy to provide staff with guidance in administering the issuance of official charitable donations receipts, and to communicate to private and/or corporate citizens the options available in donating to community initiatives.

3) DRAFT MOTION
That Council approves the Corporate Donations Policy #140-012.

4) REFERENCES
Income Tax Act

5) PURPOSE OF REPORT
Provide Council with sufficient information to make a decision on adoption of a new Town Policy dealing with charitable donations.

6) DISCUSSION
This RFD was first presented to members of Council at the July 7, 2015 COW meeting. At that time there was discussion around appropriate recognition of donors, for example by way of a plaque. In addition there was mention that all donations should be recognized by way of letter of thanks from the Town.

The attached draft policy has been amended with clauses to address the points raised. The Management Team has discussed the changes and whether there was need for extensive changes versus inclusion of a couple of points of clarification in the Policy. The resulting revised draft takes the latter route of addition of a few additional clauses. As noted back in July, there is a variety of policies adopted by other municipalities. The draft policy attached provides clear communication to the public regarding the parameters to qualify as a donor while also noting information around amounts received by sponsors.
The changes at the Policy since July COW are noted on the document as changes for ease of review. The balance of this RFD is unchanged from that presented at July COW.

The Town has, over the years, received donations from numerous individuals and corporate entities. Funds have been received as donations to the Volunteer Fire Dept. and for specific capital parks projects, e.g. Initial Clock Park Project received over $30,000 from the Bank of Montreal.

At the same time, there have likely been opportunities lost for attracting private contributions as there is no formal document to draw the attention of potential donors. There has also been a gap in documentation that provides potential donors with qualifying criteria. The proposed Policy addresses these issues.

The draft policy before Council is based mainly on the City of Burlington’s Policy updated in 2012. That policy hits all the main points that were considered initially for a Wolfville document. Staff has searched for other policies from NS municipalities. District of Chester has one that looks much different than the template presented here, but it provided a different component than Burlington’s and it aligned with an idea discussed at the Senior Mgt table. The idea was connecting the policy to a specific fundraising program, and in Wolfville’s case that would be the Mudley Fund. To quote form the Town’s website, “The Mudley Fund is a non-profit program that helps children and youth from the Town of Wolfville participate in sport, recreational, and cultural activities, who could not otherwise do so because of financial limitations”. Currently the Mudley Fund is administered by the Town of Wolfville’s Community Development Department and is a useful tool in the recreational programming offered by the Town.

Beyond a specific program such as the Mudley Fund, one of the considerations in a policy such as this relates to use of the funds. Donations, much like grants from other levels of government, should assist in funding programs/projects that are an existing priority for the Town. The goal should not be to receive money with donor stipulations that are contrary to Council priorities. The draft policy includes phrasing that acceptance is in compliance with Council goals.

The draft policy covers steps to be taken in the case of donated property, for example of piece of art. With the implementation of the Art in Public Spaces Committee, this area of donations could see increased activity.

Finally, the terms of a donation policy must be consistent with the requirements of the CRA. Last year staff checked with a local CA firm to ensure we were properly adhering to the Income Tax Act. The key issues raised at that time were that any donation (in order to receive an official charitable receipt) must be made to the Town for use within services provided by the municipality, and the donor cannot obtain promotional benefit in return.
7) POLICY CONSIDERATIONS
Not applicable

8) BUDGET CONSIDERATIONS
A portion of the changes to Clock Park were tied to receiving private donations. Adoption of the Policy may increase the likelihood of receiving the external funding assistance.

As part of the annual budget process, including updating the Town’s 10 year capital improvement plan, consideration should be given to the impact of donated cash and/or assets.

9) COMMUNICATIONS REQUIREMENTS
Assuming policy adoption, the Town should take steps to promote the policy to the public including;

- Ensuring the policy is posted on the Town’s web page
- Include a brief article in a future In Focus issue highlighting the new Policy
- Include same article above in a future Grapevine edition
- Communicate to the WBDC a copy of the Policy

10) REFERENCES TO COUNCIL STRATEGIC PLAN
The proposed policy enhances accountability by clearly defining when official donation receipts will be issued, and what criteria are considered in accepting donations.

This policy should also assist in addressing Council Strategic Direction #4 – Robust Active Living and Cultural Community.

11) SUMMARY
Formal adoption of a Policy dealing with charitable donations will;

- help ensure the public knows when they can expect to receive a charitable receipt, and
- assist promoting the idea of donations to community initiatives as provided through Town projects/programs.

A Policy is not required in order to accept donations, but it does improve communication to the public of how this can occur.
1.0 Purpose
This policy formalizes the charitable donations receipt program, including accounting for donations of cash or in-kind made to the Town.

This policy also outlines the standards for evaluating donations in accordance with Canada Revenue Agency (CRA) guidelines.

This policy will serve as the foundation for standard operating procedures for issuing official charitable donation receipts (official receipts) to donors for income tax purposes.

2.0 Scope
This policy applies to all departments within the Town of Wolfville; to all agreements between the Town and organizations and individuals that contribute either financially or in-kind to the Town’s operations, programs, services or facilities.

3.0 References
- Under Income Tax Act the Town of Wolfville is classified as a “qualified donee” for charitable donations, and as such is afforded the same privileges as a charitable organization without a registered charity number.
- According to sections 110.1 (1) (a) and 118.1 (1) of the Income Tax Act, Canadian municipalities are permitted to issue receipts for charitable donations. These donations may come in the form of cash or in kind.

4.0 Definitions
For the purpose of this policy, unless otherwise stated, the following definitions shall apply:

4.1 Charitable Donations. Voluntary transfer of tangible property, including cash.

4.2 Donations in-kind. Tangible property, other than cash, that are eligible donations, including pieces of art.
4.3 **Eligible Donations.** Donations that can be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

4.4 **Fair Market Value (of Valuation).** The highest dollar value that a property would bring in an open and unrestricted market, between the willing buyer and the willing seller who are acting independently of each other. The fair market value of a property does not include taxes paid; taxes are costs incurred by the purchaser.

4.5 **Net Amount of Donation.** The fair market value of the donation less any advantage/benefit received or to be received as a result of the donation.

4.6 **Non-Qualifying Donation.** Donations that cannot be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

5.0 **Policy Statement**

The Town of Wolfville will issue official receipts for donations that qualify as charitable donations. If requested, the Town will issue official receipts to donors for eligible donations with a net cash value or net fair market value of $25 or more.

5.1 **Qualifying Donations**

To be eligible for an official donation receipt, the donation has to:

- Be made payable to the Town, and
- Be in cash or in kind; and
- Be voluntary; and
- Be supportive of Wolfville’s mandate or beneficial to the community of the Town of Wolfville, including support of:
  - The Mudley Fund
  - Parks and open space infrastructure upgrades identified in the Town’s annual budget and/or 10 year Capital Improvement Plan

Donations in-kind may be accepted only after the following has been assessed:

- Compliance with Town by-laws and/or policies
- Compliance with the laws, conventions and treaties of the other levels of government
- Consistency with the Town’s priorities, mandates and strategic and business Plans
- If piece of art, must be consistent with the priorities/criteria adopted by the Art in Public Spaces Committee
- Associated risks (e.g. Financial risks; political risk; health and safety issues)
POLICY

- Condition of the donation
- Value of the donation
- Usefulness of the donation to the Town
- Cost/benefit analysis, considering installation, storage, maintenance, renewal, replacement and relevant costs;

Written valuation of donations in-kind shall be submitted with the requests for official receipt and is to meet the following requirements:

- $2,000 or less:
  - appraisal by knowledgeable internal staff; and/or
  - valuation from online auction and shopping website
- Over $2,000:
  - external appraisal of property by an independent and arm’s length competent individual is required;
  - responsibility and the costs associated with obtaining a qualified appraisal shall be determined by the departmental director.

Authority for acceptance or denial of donations in-kind with appraised value of:

- Under $20,000 – Department Head and the Director of Financial Services
- $20,000 and more – requires a written agreement developed in advance by the Department Head of the lead department, CAO, and the Town Solicitor
- $100,000 and more – Council approval

All donations and sponsorships received by the Town will be acknowledged by a letter of thanks sent immediately following receipt of the donation, or in the case of sponsorship, upon completion of the event or project.

The Town will recognize donations and sponsorships in a manner appropriate to the value of the donation. This may involve inclusion in an annual communication to the public recognizing donors and sponsors, or a more permanent recognition for larger value donations, e.g. plaque. Staff will ensure that the selected recognition is in accordance with The Income Tax Act and advise Council if the selected recognition contravenes the regulations outlined in the Income Tax Act.

In cases where the donor/sponsor does wish to have public acknowledgment, the Town will honour that request, unless disclosure required pursuant to FOIPOP legislation.

5.2 Non-Qualifying Donations

Non-Qualifying Donations that cannot be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines:
POLICY

- Intangibles such as services, time, skills, effort.
- Donations that are given to the Town intended as flow through to a specified recipient who does not have charitable status.
- Donations of business marketing products such as supplies and merchandise.
- Sponsorship in the form of cash, goods or services toward an event, project, program or corporate asset, in return for commercial benefit (i.e. logo placement or presenting sponsorship). The intent of sponsorship is to enhance the image and marketing opportunities of the sponsor in its target market and/or the community. Sponsorships are a reciprocal arrangement benefiting both parties. Usually the cost to the sponsorship is categorized as a business expense for which a business tax receipt can be issued.
6.0 Roles

6.1 Accountability and administration:

The Director of Financial Services is answerable for the timely review, updating and dissemination of this policy. The Director of Financial Services to sign official donation receipts on behalf of the Town of Wolfville with CAO as backup.

The Director of Financial Services for maintaining the Charitable Donations Receipt Policy and related standard operating procedures, communication of policy and procedures to departmental staff, advising staff on eligibility of charitable donations and review donation accounts analysis prepared by staff.

If cash donation, Finance Department staff responsible for receiving donations and preparing official charitable receipt for signature.

If in-kind donation, the department, as designated by CAO, responsible for receiving donation. Preparation of official charitable receipt remains responsibility of Finance Department.

______________________________
Town Clerk or CAO

______________________________
Date
SUMMARY

General Update & Automatic Aid Info

The services provided by the Fire Department are generally known by everyone, however there is rarely a specific update on statistics and/or changes considered in the manner the Fire Service is provided, both to Town residents and rural residents within the Wolfville Department’s designated district. This report provides a general update as well as background information on a service change currently being worked on by Fire Departments located within Kings County boundaries.
1) **CAO COMMENTS**
The CAO is glad that this report is being provided and will ensure that similar updates be provided several times a year.

2) **REFERENCES AND ATTACHMENTS**
- Year to Date (calendar) Summary of Response Types

3) **PURPOSE OF REPORT**
This report was prepared to provide Council with general information regarding the Fire Service, summary stats for the current year (calendar) & past years, as well as information related to current/proposed changes to how the departments within Kings County zone work together to provide the best possible service to residents/businesses.

4) **DISCUSSION**
Although the Fire Service is clearly in place to deal with response to fires, a closer look at a statistical summary of activity shows that their activities are much diverse than simply fires. Ultimately this impacts what equipment the Wolfville Department requires, what training the members are provided and even how many members is sufficient to meet the demands of call outs throughout the year.

As per attached 2015 summary, Wolfville volunteers have responded to 95 calls as of Aug 25th, with 44 in the rural portion of their zone, 42 in Town, and 9 unclassified. Note the % breakdown between calls in the County and within Town is similar to the 5 year rolling average used for cost sharing purposes with the County. It does, however fluctuate from year to year, which is why the Inter Municipal Fire Service Agreement uses the 5 year average instead of a simple one year result. The following shows the annual (calendar basis) stats since 2008:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Alarms</th>
<th>Town</th>
<th>County</th>
<th>Town%</th>
<th>County %</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>130</td>
<td>71</td>
<td>59</td>
<td>55%</td>
<td>45%</td>
</tr>
<tr>
<td>2009</td>
<td>117</td>
<td>64</td>
<td>53</td>
<td>55%</td>
<td>45%</td>
</tr>
<tr>
<td>2010</td>
<td>102</td>
<td>41</td>
<td>61</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td>2011</td>
<td>118</td>
<td>49</td>
<td>69</td>
<td>42%</td>
<td>58%</td>
</tr>
<tr>
<td>2012</td>
<td>104</td>
<td>59</td>
<td>45</td>
<td>57%</td>
<td>43%</td>
</tr>
<tr>
<td>2013</td>
<td>99</td>
<td>47</td>
<td>52</td>
<td>47%</td>
<td>53%</td>
</tr>
<tr>
<td>2014</td>
<td>118</td>
<td>52</td>
<td>66</td>
<td>44%</td>
<td>56%</td>
</tr>
</tbody>
</table>

As presented in the table, the number of calls and allocation between Town/County varies from year to year, sometimes substantially.
Not included in the stat summaries are the calls requiring the Haz/Mat Team. Several years ago the volunteer departments in Wolfville/New Minas/Kentville joined together to create a HazMat Response Team. In addition to the funding provided by each Department, grant funding was received from the Province of Nova Scotia to ensure the Team had the appropriate equipment. This service can, and has, responded to calls outside the Kings County area as it provides a valuable service beyond our immediate borders.

Based on the most recent remittance for WCB premiums, the Wolfville Department has 40 active members who respond to calls. Three of these members are also employees within Town Departments. In addition, the Finance Department’s newest employee is a volunteer with another Department in Kings County.

Over the last year the Municipality of the County of Kings has had staff review and work on ideas to change/improve fire services provided by the 13 departments. This has involved initiatives around standard numbering for all vehicle apparatus and changing to a system of response by closest department, which may not necessarily be within that department’s Fire District boundaries. These changes, to varying degrees have been vetted through the Chief Officers Working Group (COWG) and in some cases implemented with relative ease and agreement amongst the Departments. In the case of response time and response by geographically closest Department, certain changes have met with closer review/questioning. Refer to local papers from a year ago when the “closest department” approach was broached.

Part of the “closest department” response approach appears to have evolved into an Automatic Aid system. This is different than, and would take precedence for many calls over, the current Mutual Aid approach.

Up until recent months, the 13 Fire Departments within the boundaries of Kings County (including Towns) have cooperated with what the majority have felt was a very successful Mutual Aid system. This system has garnered the volunteer service in this area positive attention over several decades of use. At its core, the Mutual Aid approach involves the incident response command (eg. Fire Chief Crowell) making a determination, once on scene, whether or not additional resources need to be called in from surrounding departments. Support provided thru mutual aid is not included in the stats noted above, and they do not fall within the stats considered as part of the service charge to the County for purchase of fire services (as specified in the Inter-Municipal Agreement).

The new approach currently being implemented by some of the 13 departments, Automatic Aid, changes the process from one of Fire Chief decision to automatic response from multiple departments. Basically, an initial alarm for a structure fire would result in the Department whose Fire District Boundary the fire is within responding to the call. At the same time, the department noted in a proposed inter-municipal MOU would also respond with predetermined apparatus. Determination of
whether equipment from both departments is required for the situation at hand is moot, as both departments are likely to arrive on scene. A couple of additional factors are:

- The Department first on scene is in theory determined to form the incident command. If the other department has not yet arrived, and services determined not to be needed, this second department could simply have to return to station.
- Wolfville’s Fire Chief and Deputy Chiefs have reviewed the proposed set up and have determined that the Wolfville Department is fully capable of responding within official response standard guidelines to any fire within its designated Fire District.
- The Wolfville Chief, and Deputies, also believe that the added calls (on average 8-10/yr) that departments will respond to where they are not needed is an unnecessary drain on Town and County resources. This applies to both additional dollars incurred each year, as well (if not more importantly) as a drain on the volunteer resources.
- As of today’s date, the Town is not aware of any consideration that the County staff has given to how existing cost sharing formulas would/should be amended. Although dollars should not be the primary focus, it is evident that Kings County Council sees cost control as important, as correspondence received from County staff note that the County does not intend to pay for the 2015/16 purchase of Fire Services from Wolfville in accordance with the terms of the Inter-Municipal Agreement.
- Information from the County indicates that they believe the change will provide an improved level of protection for their residents/businesses by virtue of faster response times.
- The Wolfville Departments early approach (this system is only in place this summer) is that they will assist other jurisdictions that want Wolfville to respond via auto aid, but calls within the Wolfville jurisdiction will be handled under the current Mutual Aid agreement.
- It should be noted that Wolfville does have an existing agreement with Hantsport’s Fire Department) for auto aid in the geographic area between Wolfville and Hantsport. This had in previous years been identified as a needed arrangement given the distance between departments. That distance gap does not exist between Wolfville/Port Williams/Greenwich departments.

The proposed change above, as well as added requirements over the years (eg. first responder designation for highway accidents), add to the costs of every department be it Wolfville’s or other Towns. Before fully committing to the “Auto Aid” approach, it seems more details need to be worked out. It may also require additional information to be gathered by the County demonstrating the benefits of this change. For example, does the insurance industry provide data that can quantify (based on actual claims) whether there is a higher risk under the current mutual aid approach.
5) **FINANCIAL IMPLICATIONS**
Current year data is in line with previous years and as such no material variance from budget is anticipated at this time. Note the Town’s 1st Quarter Variance Report is scheduled to be reviewed by the Audit Committee on September 11th.

The change to the Automated Aid call system would in all likelihood see added costs to the Town (as well as the County). It is difficult to comment with any accuracy as we do not know how the additional calls will, or will not, be included in amendments to the Inter-Municipal Fire Service Agreement. Will the County allow the added calls to be cost shared? Will the County want to bill the Town for calls that a rural department responds to that are within the Town boundaries?

6) **COMMUNICATION REQUIREMENTS**
At this stage, this info report itself serves as communication to Council, as well as the public. The specifics aspects of the automatic aid approach may require further communication consideration depending on whether the thirteen departments all sign onto the draft MOU.

7) **FUTURE COUNCIL INVOLVEMENT**
Once a final determination is made by the executive of the Fire Service as to the merits of the Automatic Aid system, and the County and Wolfville have costs sharing scenarios to consider, a future RFD may be required for Council to consider.
SUMMARY

Outline of upcoming consultation for the MPS review, which will occur the week of September 21, 2015
1) **CAO COMMENTS**

2) **REFERENCES AND ATTACHMENTS**
   - Project Charter – MPS Review (not attached)

3) **PURPOSE OF REPORT**
   This report is to update Council on the progress of the MPS review, specifically the upcoming consultation schedule and to provide a copy of the Issues and Options Report that will form the basis for the consultations.

4) **DISCUSSION**
   As part of the work for the MPS review, Fotenn is holding a planning consultation. The focus of this consultation is to begin the discussion of policy options with the public and build upon the consultation efforts to date. So far, there have been several pop up planning events along with the online engagement through Placespeak.

   The Issues and Options report is a living document where the consultants outline the issues and options for consideration as part of this review. PAC saw an earlier version of this document but what is attached to this report is the most recent version.

   The consultations will be held between Monday, September 21\textsuperscript{st} and Thursday, September 24\textsuperscript{th}. The schedule is attached for Council’s review.

5) **FINANCIAL IMPLICATIONS**
   No financial implications.

6) **REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS**
   The MPS review is supported by many different plans including:
   - Core Area Action Plan
   - Downtown Development Plan
   - The MPS

7) **COMMUNICATION REQUIREMENTS**
   There are significant communication requirements for the consultations. Staff are taking the following actions:
   - Flyer placed in each mailbox
   - On-line promotion
• Personal invitations from Councillors and staff
• Grapevine page
• Announcement at Housing Forum
• Nomination of Main Street as one of Canada’s Great Places (http://greatplacesincanada.ca/) to

8) FUTURE COUNCIL INVOLVEMENT
It is hoped that Council will attend the workshop with PAC and Senior Management on Tuesday September 22nd from 9-11PM. In addition, Council is encouraged to attend the consultations on Tuesday and Wednesday night along with the Community Supper at the Farmer’s Market Wednesday between 4-6PM.
## PROPOSED SCHEDULE FOR PUBLIC CONSULTATION

| MONDAY  
Sept 21st | 2:30pm | FOTENN Team arrives in Wolfville |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3:30 – 4:30pm</td>
<td>LOGISTICS meeting with Municipal Staff to ensure everything is in place for Tuesday and Wednesday events.</td>
</tr>
<tr>
<td>VENUE</td>
<td>Public Works Meeting Room</td>
<td></td>
</tr>
</tbody>
</table>

| TUESDAY  
Sept 22nd | 9:00 – 11:30am | INFORM + COLLECT workshop with Council, PAC and senior staff Update on the project to date, overview of issues brief and consultation events. Opportunity for them to provide feedback and engage with the issues and provide high level direction that will contribute to refining the CREATE public workshop. |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1:00 – 4:00pm</td>
<td>COLLECT Technical Advisory Session with high level stakeholders from Community Organisations (list to be provided by Chrystal) Update on the project to date, overview of issues brief and consultation events. Working group session where we will discuss the issues brief and collect additional information we have not had the chance to hear to date.</td>
</tr>
<tr>
<td></td>
<td>7:00 – 9:00pm</td>
<td>IGNITE community presentations on key issues and themes A series of 5-minute presentations on the key issues. The public will be invited to submit and present on topics that are important to them. These are intended to inspire and spark conversation and debate.</td>
</tr>
<tr>
<td>VENUE</td>
<td>Farmer’s Market</td>
<td></td>
</tr>
</tbody>
</table>

| WEDNESDAY  
Sept 23rd | Morning | Additional meetings with stakeholders as required |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10:00 – 2:00</td>
<td>COLLECT pop-up consultation at Acadia University This is our first opportunity to consult the student population. We will augment this consultation with the “Wolfville Wall” a travelling consultation installation that will be posted prior to our arrival. We will re-run pop-up events that were developed over the summer.</td>
</tr>
<tr>
<td>Late Afternoon</td>
<td>Preparation for CREATE workshop</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4:00-6:00pm</td>
<td>INFORM+COLLECT Community supper at the Farmer’s Market The Project Team, in company of PAC and Council members will host a community supper at the Farmer’s Market to meet the public, discuss the project in an informal way, and invite them to the CREATE workshop.</td>
</tr>
<tr>
<td></td>
<td>6:30 – 9:30pm</td>
<td>CREATE workshop Fusion of world cafe and focus groups. ~6 facilitated topic stations. Participants will be asked to choose ~3 to focus on during the evening. Topic tables will be ‘seeded’ with passionate, knowledgeable local people who will be personally invited to participate. Topics will be set up with visual and digital tools to foster creative engagement with the issues.</td>
</tr>
<tr>
<td>VENUE</td>
<td>Student Union – awaiting confirmation, Farmer’s Market, Festival Theatre</td>
<td></td>
</tr>
</tbody>
</table>

| THURSDAY  
Sept 24th | 9:00 – 11:00 | Debrief + Technical meeting with municipal staff |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Midday</td>
<td>FOTENN Team departs Wolfville</td>
<td></td>
</tr>
</tbody>
</table>

| VENUE      | Council Chambers |

---

**Note:** The schedule has been prepared by the FOTENN team and is subject to change. Please check for updates as the dates approach.
SUMMARY

MUNICIPAL ELECTIONS ACT PROPOSED CHANGES

Following each municipal and school board election, the Department of Municipal Affairs and an Elections Review Committee reviews election issues and related legislation. The committee is proposing 11 legislation changes to the Municipal Elections Act, which are outlined in the attached discussion paper, Municipal Government and School Board Elections Proposed Changes, Current Issues and Discussion Questions.

Staff have reviewed the proposed changes and agree that they will aid in simplifying the voting process and improve the voting experience for the public. If Council has any issues with a proposed change and wishes to officially submit comments to the Department of Municipal Affairs (DMA) that discussion should occur at the September 1 Committee of the Whole meeting.

In addition to the proposed changes DMA is looking for feedback from municipalities regarding campaign financing. It does not seem likely that changes will be made to the Municipal Elections Act for 2016; therefore, if Council feels this is an issue for Wolfville, direction should be given to staff to provide further information and recommendations to prepare policy for 2016.
1) CAO COMMENTS
None required at this time.

2) REFERENCES AND ATTACHMENTS

3) PURPOSE OF REPORT
To provide Council with a summary of the proposed changes to the Municipal Elections Act prepared by the Department of Municipal Affairs and Elections Review Committee as well as inform Council of the discussion on campaign financing and determine if there is interest from Council to change election financing rules.

4) DISCUSSION
Following each municipal and school board election, the Department of Municipal Affairs and an Elections Review Committee reviews election issues and related legislation. The committee is proposing 11 legislation changes to the Municipal Elections Act as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Change the residency requirements</td>
</tr>
<tr>
<td>2.</td>
<td>Clarify penalties for not submitting campaign financing statements</td>
</tr>
<tr>
<td>3.</td>
<td>Provide consistent dates for all advance polls, including electronic</td>
</tr>
<tr>
<td>4.</td>
<td>Finalize the voters’ list after election day</td>
</tr>
<tr>
<td>5.</td>
<td>Allow electors to take an oath when they don’t have identification</td>
</tr>
<tr>
<td>6.</td>
<td>Prohibit taking a picture of a ballot</td>
</tr>
<tr>
<td>7.</td>
<td>Permit voters to physically place their own ballots in the ballot box</td>
</tr>
<tr>
<td>8.</td>
<td>Clarify that it is the candidate’s responsibility to obtain leave of absence from employment, if required</td>
</tr>
<tr>
<td>9.</td>
<td>Require retention of campaign disclosure statements</td>
</tr>
<tr>
<td>10.</td>
<td>Permit returning officers to determine the quality, colour and size of the ballot</td>
</tr>
<tr>
<td>11.</td>
<td>Require auditors to take an oath relating to confidentiality, when using e-voting</td>
</tr>
</tbody>
</table>
Staff have reviewed the proposed changes and agree that they will aid in simplifying the voting process and improve the voting experience for the public. If Council has any issues with a proposed change and wishes to officially submit comments to the Department of Municipal Affairs (DMA) that discussion should occur at the September 1 Committee of the Whole meeting.

In addition to the proposed changes DMA is looking for feedback from municipalities regarding campaign financing. The issue has been discussed recently by Halifax Regional Municipality, however at this time there is no proposed changes to regulate campaign financing other than the disclosure statement required by candidates to be submitted within 60 days of election day. Nova Scotia does not have regulations for who can donate to a campaign, how much they can give or how much a candidate can spend. In the 2012 election the difference between Councillors campaigns in HRM were upwards of $15,000. Whether this is an issues for smaller municipal units is unclear and may only be an issue in a specific election year.

It does not seem likely that changes will be made to the Municipal Elections Act for 2016; therefore, if Council feels this is an issue for Wolfville, direction should be given to staff to provide further information and recommendations to prepare policy for 2016.

5) **FINANCIAL IMPLICATIONS**
There are no financial implications.

6) **REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS**
Strategic Direction #5: Efficient and Effective Leadership from a Committed and Responsive Executive and Administrative Team.

7) **COMMUNICATION REQUIREMENTS**
No requirements.

8) **FUTURE COUNCIL INVOLVEMENT**
Council may make a motion to direct staff to prepare a report with recommendations for a policy regarding campaign financing and would be involved in approval of any policy.
# Table of Contents

Minister’s Message .................................................................................................................. 2

Executive Summary .................................................................................................................. 3

How Do I Give My Feedback .................................................................................................. 4

**Part 1: Proposed Changes to Municipal and School Board Elections Legislation**

  • Summary of Proposed Changes to Election Legislation ................................................. 5
  • Discussion of Proposed Changes to Election Legislation ............................................ 6

**Part 2: Campaign Financing for Municipal and School Board Elections**

  • Discussion Questions ................................................................................................... 15

Next Steps ................................................................................................................................ 16

How Do I Give My Feedback .................................................................................................. 16
Minister’s Message

As the Minister of Municipal Affairs, I would like to take this opportunity to invite your feedback on potential changes to municipal and school elections legislation. As we move towards elections in October 2016, the department is striving to engage the public by gathering input on these proposed changes and increasing awareness of local government and the services it provides.

The content of this document stems from the work of the Elections Review Committee. I would like to thank the members of the committee for their work towards ensuring that legislation about municipal and school board elections is current and reflects the needs of Nova Scotians.

Improving accessibility to electors is one of the key goals of the committee’s work. Voter turnout at the municipal level has been consistent for several years, averaging at about 40 per cent province wide. It is hoped, through increased awareness of the importance of local government in the everyday lives of Nova Scotians, that voter turnout will increase. The changes proposed by the Elections Review Committee in this document will also work towards increasing accessibility for electors.

Zach Churchill
Minister
Municipal Affairs
Executive Summary

Part 1: Proposed Changes to Municipal and School Board Elections Legislation

Following each municipal and school board election, the Department of Municipal Affairs and an Elections Review Committee reviews election issues and related legislation. The Elections Review Committee is composed of municipal employees who are election officers that have been directly involved in municipal and school board elections. This committee received and considered comments from elected officials through the Union of Nova Scotia Municipalities. After a review of the 2012 election, the committee is proposing 11 legislation changes. These are summarized in the Table of Proposed Election Legislation Changes in this document.

The Department of Municipal Affairs is presenting these proposed changes to municipal and school board staff and elected officials in workshops during the summer 2015.

The goal is to simplify the voting process and to improve the voting experience for the public.

Part 2: Discussion Section – Campaign Financing, Municipal and School Board Elections

The Department of Municipal Affairs would also like to ask for feedback on campaign financing for municipal and school board elections.

Refer to the “Current Election Issues & Discussion Questions” section of this document for more information and a list of discussion questions.
How do I give my feedback?

Throughout this document you will see discussion questions. You may wish to answer some or all of these questions directly in your comments, or you may wish to provide general feedback. We invite any and all comments.

Please provide your written comment by September 4, 2015:

**Email:** localelections@novascotia.ca  
**Mail:** Minister of Municipal Affairs  
PO Box 216  
Halifax, NS  
B3J 2M4
Part 1: Proposed Changes to Municipal and School Board Elections Legislation

The 11 proposed legislative changes to the Municipal Elections Act (MEA) are summarized in the table below. The acts in their current form can be found at [nslegislature.ca/legc/sol.htm](http://nslegislature.ca/legc/sol.htm)

### Summary of Proposed Election Legislation Changes

<table>
<thead>
<tr>
<th>Proposed Change</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Change the residency requirement</td>
<td>Change the time frame and place of residence for a person to be considered an ordinary resident.</td>
</tr>
<tr>
<td>2  Clarify penalties for not submitting campaign financing statements</td>
<td>Add a direct reference into the campaign disclosure statement section, emphasizing that there are penalties for non-compliance.</td>
</tr>
<tr>
<td>3  Provide consistent dates for all advanced polls, including electronic</td>
<td>Limit the start date of e-voting to the first possible regular advanced poll, which is nine days before ordinary polling day.</td>
</tr>
<tr>
<td>4  Finalize the voters’ list after election day</td>
<td>Create a more accurate voters’ list and allow voters to be easily added to the list into October.</td>
</tr>
<tr>
<td>5  Allow electors to take an oath when they don’t have identification</td>
<td>Change the identification requirements: if the voter doesn’t have identification they can swear an oath to affirm their legal identity and address.</td>
</tr>
<tr>
<td>6  Prohibit taking a picture of a ballot</td>
<td>Stop people from being able to take pictures of the ballots.</td>
</tr>
<tr>
<td>7  Permit voters to physically place their own ballots in the ballot box</td>
<td>Let people either put the ballot into the box or hand it to the election officer.</td>
</tr>
<tr>
<td>8  Clarify that it is the candidate’s responsibility to obtain a leave of absence from employment, if required.</td>
<td>Add a statement clarifying whether the candidate is a municipal employee or not, and whether they have obtained leave.</td>
</tr>
<tr>
<td>9  Require retention of campaign disclosure statements</td>
<td>Make the same requirements for school board elections as for municipal elections.</td>
</tr>
<tr>
<td>10 Permit returning officers to determine the quality, color and size of the ballot</td>
<td>Change ballot printing requirements to be more flexible and cost effective.</td>
</tr>
<tr>
<td>11 Require auditors to take an oath relating to confidentiality, when using e-voting</td>
<td>Add electronic auditors to list of those required to take an oath.</td>
</tr>
</tbody>
</table>
1. Change the residency requirement for qualified electors for both municipal and school board elections.

Current legislation:
As per section 14 of the Municipal Elections Act (MEA), a person must be “ordinarily resident” in the municipality or in an area annexed to the municipality for three months prior to ordinary polling day and must continue to reside in the municipality.

“Ordinarily resident” is a term defined by section 16 of the MEA and includes criteria such as where the person lives, when they intend to return, and that they live in only one place at a time.

It also includes special criteria for determining the “ordinary residence” for students and persons who live at a residence only between the beginning of May and the end of October.

Proposed change:
Amend the MEA so voters must be ordinarily resident in the province for six months preceding ordinary polling day and ordinarily resident in the municipality on ordinary polling day.

In practical terms, this means that if someone moves from one municipality to another within Nova Scotia, they could vote in the municipal election immediately, even if the election were held on the day they move. They wouldn’t need to wait for three months in order to vote as they currently do. However, if someone moved from another province to Nova Scotia, they would have to wait six months in order to vote.

Reason for the change:
• Makes the municipal elections consistent with the provincial elections practices. This will allow the municipalities to use the provincial voters’ list.

• Increases accessibility of the vote for Nova Scotians. Voters who move within the province would be able to vote in a municipal election without having to wait.

Additional information:
This amendment would have no effect on first-year post-secondary students from Nova Scotia. They will continue to be able to vote in a municipal election in the location of their choice (either in the polling district where their family home is or where they go to school). Out of province students will still have to wait until their second year of post-secondary studies to vote in municipal and school board elections.
2. Clarify and emphasize the existing penalties for candidates who do not submit campaign disclosure statements.

Current legislation:
Section 49 of the Municipal Elections Act contains the following information about campaign financing of municipal and school board elections:

- Contributions shall be made only to an agent.
- Contributions shall be deposited into a separate account from the candidate's personal funds.
- Contributions shall not be anonymous.
- Contributions may be deposited into a trust or fund.
- Contributions can be services or money.
- Candidates must file a disclosure statement (Form 40) within 60 days after the election showing the name and address of each contributor whose contributions exceed $50 in total. Disclosure statements must be available for examination at the municipal clerk's office. Only nominated candidates are required to file a disclosure statement.

Failure to file a disclosure statement within 60 days is an offence under the act, and a person could be fined up to $2,500 or imprisoned for up to six months. These penalties are outlined in the general penalty section, Section 156 of the MEA.

Proposed change:
Add a direct reference about the penalties into the campaign disclosure statement section (49(A)(12)).

Reason for the change:
- Make the penalty clear and emphasize it.

The penalty currently exists, but is only found in the general penalties section and not directly referenced in the campaign financing section.
3. Provide consistent dates for all advance polls, including those conducted by electronic voting.

Current legislation:
Under section 146A (3) (cc) of the Municipal Elections Act, municipalities are permitted to make a by-law to set any date for the advanced poll for electronic voting.

PROPOSED CHANGE:
This change will allow the start date of advanced electronic voting to be no earlier than the first possible regular advanced poll, which is nine days before ordinary polling day.

Reason for the change:
• Allows for adequate time for candidates to campaign before voting begins and brings consistency across municipal units.
• Certain electronic voting polls have been open too far in advance of the first “in-person” advanced poll.

Additional information:
In 2012, in-person advanced polls were held on October 16 and either October 11 or October 13 (as per the municipal council’s choice). Ordinary polling day was October 20.

Halifax Regional Municipality had electronic voting available for 12 days (from October 6 to October 18)—60 per cent of voters voted online.

Cape Breton Regional Municipality had electronic voting available for 7 days (October 9 to October 16)—32 per cent voted online.

4. Amend the timing of production of the voters’ list.

Current legislation:
Section 40 of the Municipal Elections Act states that the current revision period for the voters’ list is July 1 to August 31.

The legislation currently requires candidates to be given a copy of the voters’ list on nomination day (early September). After that date, candidates are made aware of amendments via copies of “certificates of eligibility” that are sent to candidates each time one is issued. There is no provision in the legislation requiring that candidates be given an updated voters’ list at some point during the campaign period.
Proposed change:
This proposed change would allow for production of an interim voters’ list 72 hours (or 3 days) before the first paper ballot poll and production of a final voters’ list 60 days after ordinary election day (which is the third Saturday in October).

This would extend the revision period from July 1 to 12 days before ordinary election day (which in 2016 would be October 3).

Candidates will be provided at least one updated voters’ list between nomination day and the first advanced poll.

Reason for the change:
• Improves accuracy of the voter list.

An ability to edit the voters’ list in September and into October will produce a more accurate voters’ list. Currently, between the time the list is finalized (end of August) and election day, thousands of Nova Scotians move or change their status. This change will benefit the provincial voters’ list as well, as municipal lists are forwarded to the province for generating provincial voter lists. In addition, many of the changes that are required to the voters’ list arise once candidates start campaigning door-to-door.

• Makes it easier for voters to be added to the voters’ list.

If a person could simply be added to the voters’ list at any time prior to 72 hours (or three days) before advanced polling day, there would be no need for certificates of eligibility. In the event that someone is not on the list 72 hours (or three days) before ordinary polling day, they can always be added at the polls.

• Makes municipal elections consistent with provincial election practices and with other provinces.

No province in Canada, other than Nova Scotia, uses the certificate of eligibility. Three provinces produce a final list after the election, including Prince Edward Island, Newfoundland and Labrador, and Ontario. Elections Nova Scotia only produces a final voters’ list after the provincial election.

Additional information:
If a municipality is using electronic voting only, there is no need for an interim voters’ list to use at the physical polling station on advance voting day. The software will continually update the voters’ list automatically. Therefore, if a municipality is using electronic voting only, their by-law can have a provision allowing for a continuous updated voters’ list.
5. Permit electors to take an oath when they do not have proof of identity and address.

Current legislation:
As per section 98 and 98(2) of the Municipal Elections Act, if a voter is not on the voters’ list, the voter must produce evidence of identification to the elections officer and take an oath prior to voting.

Proposed change:
With the proposed change it would be sufficient for a person to swear or affirm their legal identify and address via an oath. Identification would not be required. This is consistent with the amended provincial Elections Act, section 111 (1) (ca), expected to be proclaimed on January 1, 2016.

Reason for the change:
• Gives access to the vote in the event the elector does not have satisfactory identification with them at the polling station.
• Makes municipal elections consistent with provincial election practices.

6. Prohibit taking a photograph of a ballot with an electronic device.

Current legislation:
Currently legislation is silent on the issue of taking pictures of ballots with electronic devices (e.g., cell phones).

Proposed change:
The wording would be similar to section 301 (2) of the amended provincial Elections Act, expected to be proclaimed on January 1, 2016, which states: “Every person is guilty of an offence who takes a photograph with an electronic device of the person's ballot.”

Reason for the change:
• Protects the secrecy of the ballot.
• Makes municipal elections consistent with provincial election practices
• Eases enforcement for election officials at polling stations—they can point to legislation.

Additional information:
Permitting voters to take pictures of their ballots could lead to the possibility of coercion or bribery. For example, someone could pay for a vote or coerce a voter and ask that the voter show proof of how they voted.
7. Permit voters to physically place their own ballots in the ballot box.

Current legislation:
Section 85(1)(c) of the Municipal Elections Act states that an elector, on receiving ballot papers, shall return and hand the ballot papers to the deputy returning officer. This means that voters are not permitted to place their own ballot in the ballot box.

Proposed change:
Amend the MEA to allow voters either to place their own ballots in the ballot box or to have the deputy returning officer place the ballot in the box for the elector.

Reason for the change:
• Allows the voters to have a higher degree of participation in the voting process.
• Makes municipal elections consistent with provincial election practices.

8. Clarify that it is the candidate’s responsibility to obtain a leave of absence from employment.

Current legislation:
Subsection 18 (1) (d) of the Municipal Elections Act disqualifies a municipal employee from being nominated or serving as a municipal councillor unless the person first obtains a leave of absence.

Section 47 of the Education Act also provides for a similar disqualification (from being nominated or serving as a member of a school board) where a person “accepts or hold office or employment in the service of a school board.” However, the Education Act does not provide an option for a leave of absence for these employees.

Form 11 and Forms 11 A, B, and C of the Municipal Elections Act require candidates to swear that, “I have read the sections of the Municipal Elections Act and the Education Act related to persons disqualified to vote, to be nominated or to serve on a school board and none of the reasons for disqualification listed in those sections apply to me.”

Proposed change:
Amend Form 11, 11A, 11B and 11C of the MEA (Consent and Oath or Affirmation of Candidate) to include a specific clause acknowledging that the nominee is (or is not) an employee of the municipality or the school board in which the nominee is offering. If they are an employee of a municipality, the form will include a clause confirming that the nominee has obtained a leave of absence under section 17C of the MEA.
Reason for the change:

• Makes it clear that the onus is on the candidate to affirm his or her employment status and, if necessary, to obtain a leave of absence.

Additional information:

There were two Supreme Court cases in relation to the “leave of absence” issue related to municipal employment or “employment-like” relationships in the 2012 elections.

Municipal and provincial election officials have an administrative role, not an investigative role, in reviewing nomination papers. At the municipal level, there is no responsibility for the returning officer to determine eligibility of a candidate—this is the same approach as taken by Elections Nova Scotia.

In summary, at the provincial and the municipal level, it is the responsibility of the candidate to take a leave of absence.

9. Require retention of campaign disclosure statements for school board elections.

Current legislation:

Section 141 of the Municipal Elections Act requires the clerk of a municipality to retain certain specified municipal election documents for one year, including poll books and voters’ lists. The Retention of Documents Regulations additionally require the municipal clerk to retain campaign disclosure statements. There are no similar provisions for school board elections.

Proposed change:

Amend section 141 of the MEA to

• Add the requirement for the secretary of a school board to retain election documents.

• Add campaign disclosure statements to the list of documents to be retained by a clerk and secretary; and subsequently, repeal the Retention of Documents Regulations.

Reason for the change:

• Provides documentation in the event of a court challenge of a school board election.

• Makes school board election practices consistent with municipal election practices.

• Places the requirement to retain campaign disclosure statements in the MEA as opposed to in the regulations.
10. Provide discretion to the returning officer to determine quality, weight, colour and size of the ballot, whether it is in electronic or paper form.

Current legislation:
Section 66 of the Municipal Elections Act prescribes the form and content of the paper ballot, including a requirement to print in black ink.

Proposed change:
Amend section 66(4) of the MEA to replace “printed in black ink” with “discretion in the returning officer to determine quality, weight, colour, and size of the ballot paper.”

Reason for the change:
• Provides some flexibility for the form of ballot for each municipality.
• Makes printing the ballots more cost effective.
• Provides flexibility for possible future use of ballot scanners.

11. When municipalities use electronic voting, require auditors to take an oath.

Current legislation:
Section 146A of the Municipal Elections Act permits a council to make a by-law to authorize votes by electronic or other means. However, the act does not explicitly refer to the appointment of an auditor, or an auditor taking an oath.

Proposed change:
Amend 146 (A)(3) of MEA to state that a by-law may provide for the appointment of an auditor and if so appointed, to require the auditor to take an oath similar to that of other election officials, including that they will maintain confidentiality in relation to the election. A form will be created in regulation.

Reason for the change:
• Makes the auditor take the same oath of confidentiality as other election officials.
Part 2. Campaign Financing for Municipal and School Board Elections

Purpose of this discussion

The issue of campaign financing was discussed at Halifax Regional Municipality Council in 2015, was raised in the Election Review Committee report in 2013, and has garnered some media attention. The purpose of the discussion questions below is to gather some feedback on the issue.

Additional information:

Campaign financing questions are being discussed in municipalities across the country. Some issues not currently covered in the Nova Scotia legislation include limits to the size of contributions, restrictions on who can contribute, limits to spending on campaigns, tighter disclosure requirements on who gave what, and definitions of campaign periods.

While all provinces have legislation for municipal elections, some provinces permit municipalities to pass by-laws putting specific additional rules in place to meet the circumstances of particular municipalities (for example, the province of Saskatchewan). In relation to school board campaign financing, some provinces have no campaign financing legislation for school boards, some apply the municipal campaign financing rules to school boards as well, and another allows school boards to adopt their own guidelines.

Section 49 of the Municipal Elections Act contains the following information about campaign financing of municipal and school board elections:

- Contributions shall be made only to an agent.
- Contributions shall be deposited into a separate account from the candidate’s personal funds.
- Contributions shall not be anonymous.
- Contributions may be deposited into a trust or fund.
- Contributions can be services or money.
- Candidates must file a disclosure statement (Form 40) within 60 days showing the name and address of each contributor whose contributions exceed $50 in total. Disclosure statements must be available for examination at the municipal clerk’s office. Only nominated candidates are required to file a disclosure statement (ask for clarification).

Failure to file a disclosure statement within 60 days is an offence under the act, and a person could be fined up to $2,500 or imprisoned for up to six months. These penalties are outlined in the general penalty section, Section 156 of the Municipal Elections Act.
Discussion Questions

1. To your knowledge, is campaign financing an issue in your municipality or school board? If yes, how has it presented itself in your community?

2. Do you think that the elections financing rules in Nova Scotia need to be changed? Why or why not? If you believe they should be changed, how should they be changed?

3. If you support changing campaign financing rules, how do you think they should be enforced and who should enforce them?

4. Do you think that municipalities should be able to make their own by-laws in relation to campaign financing or should the rules be made by the provincial government?

5. Would you support increased rules around campaign financing only for the Halifax Regional Municipality, or only for municipalities of a certain population? Or do you think the same rules should apply in all municipalities across Nova Scotia?
Next Steps

What happens with the feedback from stakeholders?

In addition to seeking feedback on this paper, the Department of Municipal Affairs is conducting workshops with municipal and school board stakeholders.

All feedback gathered will be summarized and presented to the Minister of Municipal Affairs for consideration when developing changes to legislation.

How would changes to the Municipal Elections Act and the Education Act be implemented?

Like all legislation, amendments to the Municipal Elections Act and the Education Act would be tabled for the Legislature’s consideration. For more information on the legislation process, visit nslegislature.ca/index.php/proceedings/how-a-bill-becomes-law/

For a graphic representation of the process, see pages 56 and 57 of Parliamentary Democracy in Nova Scotia: How It Began, How It Evolved at nslegislature.ca/pdfs/about/ParliamentaryDemocracy.pdf

How Do I Give My Feedback

Please provide your written comment by August 28, 2015:

Email: localelections@novascotia.ca
Mail: Minister of Municipal Affairs
PO Box 216
Halifax, NS
B3J 2M4
SUMMARY

This is an overview summary of the use of private security as street patrol for public safety in Wolfville for the month of September.

Objectives of the service are for the observation and reporting of behavior that would reflect negatively on the Town of Wolfville. Reporting of incidents will be to the Royal Canadian Mounted Police by way of telephone to ensure police dispatch and record of events. Security will be responsible to submit a clear and separate report to the Town of Wolfville detailing observations and actions taken.
1) CAO’s COMMENTS

2) PURPOSE OF REPORT
Information supplied is to inform Council of the dates for private security coverage in September.

3) DISCUSSION
Private Security occur in September for the return of Acadia student to Wolfville and Acadia University. Historically, during this period there has been an increase of calls for service for security issues, including noise, rowdiness and excessive drinking. This year is starting off differently than other years due to the early academic start. Acadia Welcome Week starts on Saturday, August 29th, 2015 and ends on Saturday, September 5th, 2015, with the first football game of the year. This all happens before the Labor Day holiday.

Security will start on September 4th, 2015; continue on September 5th, 2015 and commence again on September 11th, 2015, with a two member security patrol on each day for the hours from 7 p.m. to 3 a.m. September 12th, 2015 will include a four member security patrol for the same time period. The total hours of service for the four shifts will be 80 hours.

The decision for the deployment of the security personnel was based on the start of the academic year. Welcome Week is usually heavily participated in by first year Acadia students and those living on campus. Town staff, after discussions with Acadia, the RCMP and the Acadia Student Union, understand that the majority of off campus students will not return until after Labour Day. All students will be back on the weekend of September 11th, 2015, and an increased security presence is set for Saturday, September 12th, 2015 which could potentially be the first busy night of the 2015/2016.

4) FINANCIAL IMPLICATIONS
All costs will be accommodated within the operation budget. Costs for private security for the two weekends are will total less than 2K.

5) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS
The Core Action Strategy supports the use of private security.

6) FUTURE COUNCIL INVOLVEMENT
Council will need to consider the cost of the security service as it relates to the benefits once the pilot project is complete.