



Public Hearing

Tuesday, December 17th, 2019

6:00 p.m.

Council Chambers, Town Hall

359 Main Street

Agenda

Public Hearing

1. Meeting Opening

2. Public Hearing

- a. 620 Main Street, Tattingsstone Inn

3. Public Input/Question Period

PLEASE NOTE:

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

4. Meeting Adjourned

REQUEST FOR DECISION 070-2019

Title: Development Agreement and Heritage Alteration
620 Main Street – Tattingstone Inn
Date: ~~2019-11-05~~ December 17, 2019
Department: Planning and Development



SUMMARY

The applicant is seeking a development agreement to allow for expansion of a registered heritage building beyond 10% of the total floor area. This application is a part of the ongoing improvements and expansion to the Tattingstone Inn at 620 Main Street.

Motion from Planning Advisory Committee and Heritage Advisory Committee (24-10-2019):

THAT THE HERITAGE ADVISORY COMMITTEE AND THE PLANNING ADVISORY COMMITTEE PROVIDE A POSITIVE RECOMMENDATION TO COUNCIL REGARDING THE DRAFT DEVELOPMENT AGREEMENT FOR PID 55383137 AND HERITAGE ALTERATIONS AS OUTLINED IN THE DRAFT DEVELOPMENT AGREEMENT AND THAT IT BE FORWARDED TO COUNCIL FOR INITIAL CONSIDERATION BEFORE A PUBLIC HEARING IS HELD.

CARRIED

DRAFT MOTION:

THAT COMMITTEE OF THE WHOLE GIVE INITIAL CONSIDERATION AND FORWARD THE DRAFT DEVELOPMENT AGREEMENT AND HERITAGE ALTERATION FOR 620 MAIN STREET (PID 55383137) TO A PUBLIC HEARING BEFORE A FINAL DECISION BY COUNCIL.

DRAFT MOTION – December 17, 2019 Town Council meeting

THAT COUNCIL APPROVE THE DEVELOPMENT AGREEMENT FOR PID 55383137 TO ALLOW FOR EXPANSION OF THE EXISTING DINING ROOM AREA.

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1) CAO COMMENTS

None required.

2) LEGISLATIVE AUTHORITY

See PAC Staff report (attached).

3) STAFF RECOMMENDATION

As above.

4) REFERENCES AND ATTACHMENTS

- (a) See PAC Staff report (attached) – including the Heritage Property Information and Draft Development Agreement.

5) DISCUSSION

The Tattingstone Inn is seeking to expand the existing dining room area to improve the overall offering on the site. The Design Review Committee, Heritage Advisory Committee and Planning Advisory Committee have all reviewed the application and provided positive recommendations.

See attached PAC Staff Report for additional details.

6) FINANCIAL IMPLICATIONS

N/A

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

See PAC Staff report (attached).

8) COMMUNICATION REQUIREMENTS

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

9) ALTERNATIVES

Alternatives to the above recommendation may include:

- a. Recommend the proposal, subject to specific changes.
- b. Recommend specific changes and that another review by the Planning Advisory Committee take place.

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ATTACHMENT (A)

PAC STAFF REPORT AND DRAFT DA – October 24, 2019

REPORT TO PLANNING ADVISORY COMMITTEE
Development Agreement Proposal (Heritage Property)
620 Main Street

Date: October 24, 2019

Department: Planning & Development



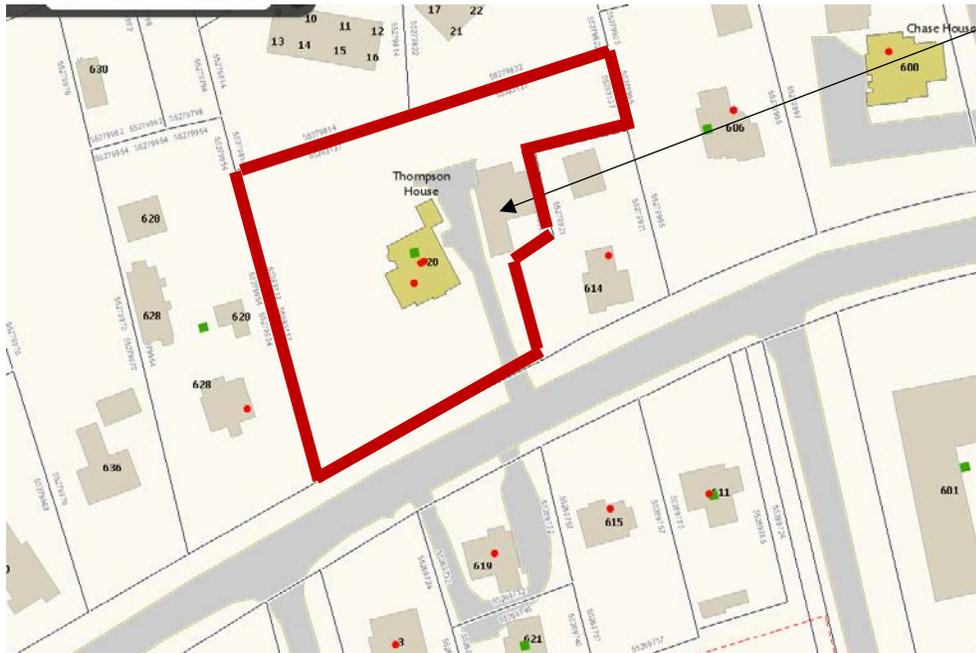
APPLICANT	Randy Banting on behalf of 3290408 Nova Scotia Ltd.
PROPOSAL	To allow for the expansion of an existing registered heritage building beyond 10% of the total floor area.
LOCATION	620 Main Street, PID 55383137
LOT SIZE	5620 Square Meters
DESIGNATION	Medium Density Residential (MDR)
ZONE	Special Commercial (C-4)
SURROUNDING USES	Residential, Special Commercial (bed and breakfast, inns), Long term care facility.
ARCHITECTURAL GUIDELINES	The existing property is within the 'West Main Street' Architectural Control area.
NEIGHBOUR NOTIFICATION	Email list from PIM meeting; Newspaper ads and notices mailed to surrounding property owners within 100 metres; Sign placed on property

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PROPERTY LOCATION



620 Main Street is located west of the commercial core, as shown in Figure 1.

Figure 1 – Context Map

PROPOSAL

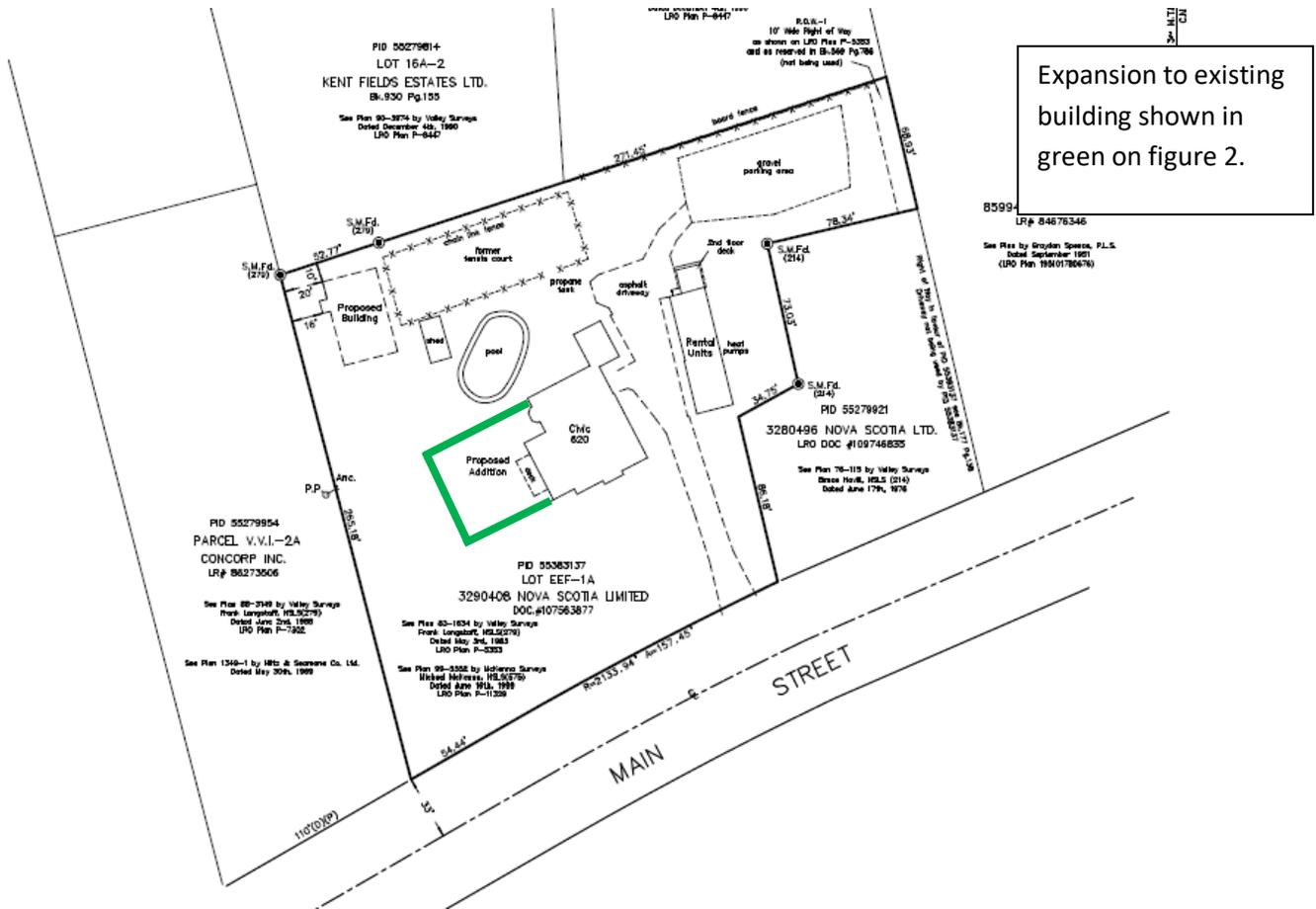
The applicant is seeking a development agreement that would permit an expansion to what is currently the dining area as part of an expansion of the existing hospitality services offered.

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Proposed Site/Landscaping Plan (Figure 2)



Proposed Elevations of the expansion (Figure 3&4)

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decision by Council may be appealed to the Nova Scotia Utility and Review Board by an aggrieved person or by the Applicant.

The first stage of the application review process began at the Public Information Meeting (PIM) held on July 3, 2018. Property owners within 100 metres of the development were notified by mail, indicating that the site was subject to a development agreement application. The purpose of the PIM was to provide the public with an opportunity to offer preliminary feedback on the request and allow the applicant to answer any questions that would arise. The subject property is located within the 'East Main Street Architectural Control Area requiring review by the Town's Design Review Committee (DRC). The Application was reviewed by the DRC on July 2018, June 2019, and September 2019. Following each DRC meeting Staff provided comments to the Applicant on design. Subsequently, the Applicant provided a revised design that is included herein for consideration by PAC and Council.

The next step in the Development Agreement process (as shown below), will be to have the Planning Advisory Committee (PAC) review this report and provide a recommendation to Council. Council will then provide Initial Consideration, and if passed, a Public Hearing will be scheduled prior to a decision on the proposal from Council.

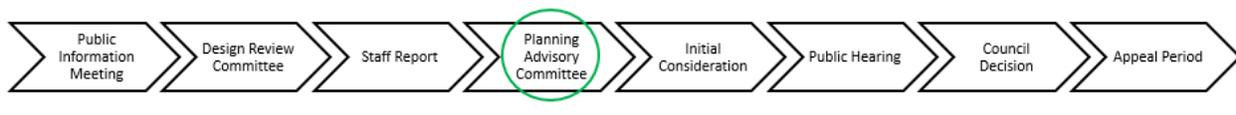


Figure 5 – Development Agreement Process

POLICY REVIEW & DISCUSSION

The property is designated Medium Density Residential (MDR) in the [Municipal Planning Strategy](#) (MPS) and zoned Special Commercial (C-4) in the [Land Use Bylaw](#) (LUB). Bounded by Main Street to the south, the property is an existing building on approximately 5620 square meters, just outside the Tidal Flood Risk boundaries.

The Municipal Planning Strategy (MPS) includes several policies for Council to consider when reviewing such an application. This section provides relevant policies for this development proposal and discussion on criteria set out within these policies.

Municipal Planning Strategy – Part 5 – Objectives

Within the list of objectives outlined in Part 5 of the MPS, the two objectives most relevant to the proposed development are 5.1.9 and 5.1.12. These objectives read as follows:

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“5.1.12 to encourage the preservation of the architectural and cultural heritage of the Town and minimize the impact of new development on this heritage.”

“5.1.13 to encourage opportunities for development and employment which foster the Town as a regional cultural, tourism and educational centre.”

Municipal Planning Strategy – Part 9 – Commercial Development and Land Use

*“9.5.2 to permit in areas zoned Special Commercial (C-4):.....
.... uses in existence before the date of approval of this Municipal Planning Strategy
and listed in the Special Commercial (C-4) Zone of the Land Use By-law.”*

*“9.5.3 to consider only by development agreement in areas zoned Special Commercial
(C-4), proposals for....
....” Bed & Breakfasts in excess of 3 guestrooms and Inns provided that the
proposed use is located within an Architectural Control Area and is in
accordance with policies 12.1.4, 12.1.5 and 18.6.1.”*

Municipal Planning Strategy – Part 12 – Architectural Heritage

“12.1.4 to require that all developments located within a designated Architectural Control Area be consistent with the design principles and guidelines contained in the appropriate Architectural Guidelines Manual.”

“12.1.5 to ensure that when considering development agreements, the architectural character of any proposed new building, or the addition to or alteration of any building is visually compatible with the established architectural character of other buildings in the neighbourhood, in terms of height, bulk, scale, roof shape, materials, and relationships of windows and doors and architectural details. Require that the applicable Design Review checklist contained in the Architectural Guidelines Manuals be satisfactorily completed as part of the development agreement application.”

“12.1.7 to consider only by development agreement in the area designated as Downtown Architectural Control Area proposals for new main buildings in excess of 100 square metres, additions to existing buildings that constitute more than 25% of the building floor area of the existing building, and additions to registered heritage properties that constitute more than 10% of the building floor area of the existing heritage building in accordance with policy 18.6.1.”

A review of Policy 18.6.1 in the MPS is included below.

See below for discussion and comments from the Design Review Committee in the Attachments.

Municipal Planning Strategy – Part 16 – Landscaping, Lighting, Open Storage and Accessory Structures

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“16.1.1 to require landscaping in any development subject to a development agreement and to establish time frames for its installation, in order to enhance or preserve the character and environment of the neighbourhood, to provide screening or buffers and to reduce conflict with adjacent land uses...”

Municipal Planning Strategy – Part 18 – Implementation

The policies 9.2.4 & 12.1.7 outlined in the MPS states that a “development is in accordance with Policy 18.6.1.” Policy 18.6.1 of the MPS contains general policies that are to be considered for all development agreement applications. An overview of issues arising from these general criteria is reviewed below in Table A while a summary of the entire policy, with Staff comment to each criterion, is provided as *Attachment 1*.

Table A – Discussion of MPS Policy 18.6.1	
Select Criterion	Discussion
1. Conflict with adjacent land uses	<p>Section 18.6.1 (b) of the MPS states:</p> <p><i>“to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods...”</i></p> <p><i>(i) The type and intensity of use;”</i></p> <p>Uses surrounding the lot are similar to the proposed development – a mix of residential and commercial-accommodation services.</p> <p>The proposed development of this vacant lot should not cause conflict with adjacent land uses, nor would it be out of character with the surrounding neighbourhood as it is intended for the same purposes as the previously existing building.</p>
2. Architectural Features	<p>Section 18.6.1 (g) of the MPS states:</p> <p><i>“to ensure that the proposed site and building design provides the following:</i></p>

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	<p>(viii) <i>architectural features, including but not limited to, mass, scale, roof style, trim elements, exterior cladding materials, and the shape, size and relationship of doors and windows; that are visually compatible with surrounding buildings in the case of a new building or with the existing building in the case of an addition;</i>"</p> <p>The property is located within the Downtown Architectural Control Area, which consists of commercial uses and historic facades.</p> <p>Staff worked with the Applicant and the Design Review Committee to ensure this proposal meets the intent of the Architectural guidelines and maintains the Heritage Character of the registered heritage property.</p>
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Staff believe the development proposal is consistent with the intent and criteria set out in Policy 18.6.1 of the MPS. A summary table for MPS Policy 18.6.1 with Staff comment to each criterion is provided in *Attachment 1*.

Heritage Property Act

In addition, all registered Heritage Properties are subject to the Heritage property act which states:

17 Approval to alter or demolish municipal heritage property:

- (1) Municipal heritage property shall not be substantially altered in exterior or public-building interior appearance or demolished without the approval of the municipality.
- (2) An application for permission to substantially alter the exterior or public-building interior appearance of or demolish municipal heritage property shall be made in writing to the municipality.
- (3) Upon receipt of the application, the municipality shall refer the application to the heritage advisory committee for its recommendation.
- (4) Within thirty days after the application is referred by the municipality, the heritage advisory committee shall submit a written report and recommendation to the municipality respecting the municipal heritage property.

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(5) The municipality may grant the application either with or without conditions or may refuse it.

(6) The municipality shall advise the applicant of its determination. *R.S., c. 199, s. 17; 2010, c. 54, s. 13.*

When looking to what is ‘substantial’ we refer to the guidelines for determining substantial alterations from the Province’s guide to registering heritage properties. This guide defines a ‘substantial alteration’ as “any change that alters in an important way the exterior appearance of a registered heritage property.” Specifically stated are:

- Any change in the exterior surface material; and
- Any alteration of a feature identified at the time of registration as especially interesting, very rare, or unique.

The expansion of building is considered a substantial alteration due to scale. According to the “*Standards and Guidelines for the Conservation of Historic Places in Canada*” The following factors should be considered in making any recommendation(s) or decisions on the request to alter an existing registered heritage property:

Guideline	Staff Comment
<p>Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place</p>	<p>The request is to expand the building and business, to better serve patrons of Tattingstone Inn. Noted character defining elements are not altered.</p>
<p>Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and</p>	<p>The materials used shall conform to existing historical styles, with modern materials, as approved by the Development Officer</p>

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visually compatible with, subordinate to and distinguishable from the historic place.	
Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future.	This expansion is not anticipated to dramatically alter the original building structure.

More information on the Tattingstone’s Heritage Property Act registration (“Thompson House”) can be found here: <https://www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=6515>

REVIEW FROM OTHER DEPARTMENTS

Forthcoming review by Public Works department before Public Hearing is held.

PUBLIC INFORMATION MEETING

The Town held a Public Information Meeting on July 3, 2018. Results of this meeting are not included no one attended.

DESIGN REVIEW COMMITTEE

The Design Review Committee reviewed multiple renditions of this proposal over the past 18 months. Feedback from each meeting was incorporated to a limited extent. At this time, the Design Review Committee believes that PAC should provide a positive recommendation as this is a positive outcome for this process.

SUMMARY OF DRAFT DEVELOPMENT AGREEMENT PROVISIONS

- To allow for the expansion of the existing heritage-registered main-building

COMMENTS & CONCLUSIONS

The proposal is for an expansion of an existing heritage building, with the intention to maintain heritage design and character in the new expansion.

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Staff believe the development proposal meets the overall intent of the Municipal Planning Strategy and is consistent with relevant policies.

STAFF RECOMMENDATION

Staff recommends that the Planning Advisory Committee provide a positive recommendation to Council regarding the Draft Development Agreement for PID 55383137 and that the attached Draft Development Agreement be forwarded to Council for Initial Consideration before a Public Hearing is held.

A recommendation from both the Planning Advisory Committee (PAC) and the PAC acting in their role as Heritage Advisory Committee (as per the *Heritage Property Act*) will be sought at the October 24th, 2019 Planning Advisory Committee meeting.

ATTACHMENTS

1. Policy Summary Tables
2. Draft Development Agreement (with site plan)

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ATTACHMENT 1 – Policy Summary Tables

Policy 18.6.1 of the MPS states the general policies for all development agreements. As part of the review for this section, staff may have contacted other departments or outside agencies to seek specific information. The following table outlines the policy and provides Staff comment:

General Development Agreement Policies of the MPS (Section 18.6.1)	Staff Comment
<p>(a) <i>to ensure that the proposal conforms to the intent of the MPS and to all other applicable Town By-Laws and regulations, except where the application for a development agreement modifies the requirements of the LUB or Subdivision By-Law.</i></p>	<p>This proposal is enabled for consideration by development agreement and in Staff’s opinion the proposal is consistent with the intent of the MPS.</p>
<p>(b) <i>to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods through:</i></p>	
<p><i>i) the type and intensity of use</i></p>	<p>Uses surrounding the lot are similar to the proposed development – a mix of residential and commercial-accommodation services.</p> <p>The proposed development should not cause conflict with adjacent land uses, nor would it be out of character with the surrounding neighbourhood as it is intended for the same purpose as the previously existing building.</p>
<p><i>ii) the height, mass or architectural design of proposed buildings</i></p>	<p>The proposal includes maintaining the existing character of the heritage building.</p> <p>The proposed development has been reviewed by the Design Review Committee and is compliant with the Architectural guidelines.</p> <p>See <i>Design Review Committee</i> section above.</p>
<p><i>iii) hours of operation of the use</i></p>	<ul style="list-style-type: none"> • No change.

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iv) <i>outdoor lighting</i>	<ul style="list-style-type: none"> outdoor lighting will be required to not cause negative impacts to adjacent properties
v) <i>noise, vibration, or odour</i>	<ul style="list-style-type: none"> the dwelling units on this property may result in minimal increased noise
vi) <i>vehicles and pedestrian traffic</i>	<ul style="list-style-type: none"> Public Works to Review.
vii) <i>alteration of land levels/or drainage patterns</i>	<ul style="list-style-type: none"> Public Works to Review.
viii) <i>deprivation of natural light</i>	<ul style="list-style-type: none"> No issues anticipated.
(c) <i>to ensure that the capacity of local services is adequate to accommodate the proposed development and such services will include, but not be limited to the following:</i>	
i) <i>sanitary and storm sewer systems</i>	<ul style="list-style-type: none"> Adequate capacity
ii) <i>water systems</i>	<ul style="list-style-type: none"> Adequate capacity
iii) <i>schools</i>	<ul style="list-style-type: none"> No issues
iv) <i>recreation and community facilities</i>	<ul style="list-style-type: none"> No issues
v) <i>fire and police protection</i>	<ul style="list-style-type: none"> No issues
vi) <i>street and walkway networks</i>	<ul style="list-style-type: none"> No issues
vii) <i>solid waste collection and disposal systems</i>	<ul style="list-style-type: none"> No issues
(d) <i>to ensure that the proposal is not premature or inappropriate by reason of the financial ability of the town to absorb capital and/or maintenance costs related to the development.</i>	<ul style="list-style-type: none"> No costs to be incurred by the Town
(e) <i>to ensure that the proposal does not cause environmental damage or damage to adjacent properties through:</i>	
i) <i>pollution of soils, water or air</i>	<ul style="list-style-type: none"> No issues

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<i>ii) erosion or sedimentation</i>	<ul style="list-style-type: none"> • Public Works to Review.
<i>iii) interference with natural drainage systems</i>	<ul style="list-style-type: none"> • See above
<i>iv) flooding</i>	<ul style="list-style-type: none"> • See above
(f) <i>to ensure that the proposal protects and preserves matters of public interest such as, but not limited to:</i>	
<i>i) historically significant buildings</i>	<ul style="list-style-type: none"> • No issues
<i>ii) public access to shorelines, parks and public and community facilities</i>	<ul style="list-style-type: none"> • No issues
<i>iii) important and significant cultural features, natural land features and vegetation</i>	<ul style="list-style-type: none"> • No issues
(g) <i>to ensure that the proposed site and building design provides the following:</i>	
<i>i) useable active transportation networks that contribute to existing active transportation links throughout the community</i>	<ul style="list-style-type: none"> • Adjacent to sidewalks and near active transportation trails (Harvest Moon Trail).
<i>ii) functional vehicle circulation and parking and loading facilities designed to avoid congestion on or near the property and to allow vehicles to move safely within and while entering and exiting the property</i>	<p>As the proposed building is intended for the same purposes as the previously existing building, Staff believe parking, traffic, and egress are suitable for this development.</p> <p>Public Works to Review</p>
<i>iii) facilities for the safe movement of pedestrians and cyclists</i>	<ul style="list-style-type: none"> • Not applicable
<i>iv) adequate landscaping features such as trees, shrubs, hedges, fences, flower beds and lawns to successfully integrate the new development into the surrounding area</i>	<ul style="list-style-type: none"> • Landscaping and buffering shall be required as per existing policy.

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<p>v) <i>screening of utilitarian elements, such as but not limited to; mechanical and electrical equipment, and garbage storage bins</i></p>	<ul style="list-style-type: none"> • No change
<p>vi) <i>safe access for emergency vehicles</i></p>	<ul style="list-style-type: none"> • No issues
<p>vii) <i>adequate separation from, and consideration of, public and private utility corridors to ensure their continued safe and functional operation</i></p>	<ul style="list-style-type: none"> • Not applicable
<p>viii) <i>architectural features, including but not limited to, mass, scale, roof style, trim elements, exterior cladding materials, and the shape, size and relationship of doors and windows; that are visually compatible with surrounding buildings in the case of a new building or with the existing building in the case of an addition</i></p>	<p>The property is located within an Architectural Control Area.</p> <p>Staff worked with the Applicant and the Design Review Committee to ensure this proposal meets the intent of the Architectural guidelines and maintains the Heritage Character of the registered heritage property.</p>
<p>ix) <i>useable outdoor amenity space for use of residents in a residential development</i></p>	<ul style="list-style-type: none"> • Not applicable
<p>x) <i>accessible facilities for the storage and collection of solid waste materials</i></p>	<ul style="list-style-type: none"> • No change.
<p>xi) <i>appropriate consideration for energy conservation</i></p>	<ul style="list-style-type: none"> • No change.
<p>xii) <i>appropriate consideration of and response to site conditions, including but not limited to; slopes, soil, and geological conditions, vegetation, watercourses, wet lands, and drainage</i></p>	<ul style="list-style-type: none"> • site conditions have been taken into consideration

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(h) where Council determines, on the advice of a licensed professional, that there is a significant risk of environmental damage from any proposed development which does not require an assessment under the Environmental Assessment Act, environmental studies shall be carried out at the expense of the developer for the purpose of determining the nature and extent of any environmental impact and no agreement shall be approved until Council is satisfied that the proposed development will not create or result in undue environmental damage

- No issues identified

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Policy 18.6.2 establishes what conditions may be established in the development agreement. The conditions are limited to those listed, and to the specific policies guiding the particular type of development.

Policy 18.6.2 of the MPS	
SECTION 18.6.2	STAFF COMMENT
<p>18.6.2 that a development agreement may contain such terms and conditions that are provided for in Section 227 of the Municipal Government Act which ensures that the proposed development is consistent with policies of this Municipal Planning Strategy. The agreement may include some or all of the following:</p> <ul style="list-style-type: none"> (a) the specific type of use; (b) the size of the structure(s) within a development; (c) the percentage of land that may be built upon and the size of yards, courts, or other open spaces; (d) the location of structure(s) in relation to watercourses, steep slopes and development constraint areas; (e) storm water drainage plans; (f) the maximum and minimum density of the population within the development; the architectural design or external appearance of structures, in 	<ul style="list-style-type: none"> • The draft Development Agreement includes terms and conditions in relation to many of the items included in 18.6.2.

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<p><i>particular its compatibility with adjacent structures, where required by policy;</i></p> <p>(g) <i>traffic generation, access to and egress from the site and impact on abutting streets and parking;</i></p> <p>(h) <i>landscape design plan indicating the type, size and location of all landscaping elements that buffer or screen the development. This may also include fencing, walkways and outdoor lighting;</i></p> <p>(i) <i>open storage and outdoor display;</i></p> <p>(j) <i>public display or advertising;</i></p> <p>(k) <i>maintenance of the development;</i></p> <p>(l) <i>any other matter which may be addressed in the Land Use By-law or Subdivision By-Law, such as parking requirements, yard requirements, etc.;</i></p> <p>(m) <i>site specific information relating to soils, geology, hydrology and vegetation.</i></p>	
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ATTACHMENT 2 – Draft Development Agreement

This **Development Agreement** is made this _____ day of _____, 2019.

BETWEEN:

3290408 Nova Scotia 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 55383137) 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 **October 16th, 2018** approved entering into this Development Agreement to permit the establishment of one commercial unit, and one residential unit 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” – Legal Parcel Description of Lands

Schedule “B” – Site Plan

Schedule “C” – Architectural Design

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, their heirs, successors, assigns, and all subsequent owners of the lands.

“Development” means the expansion of the existing heritage property.

“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 55383137, and as described in Schedule “A”.

“Land Use By-Law” means the Land Use By-Law of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this 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.

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 expand the existing heritage building at 620 Main Street to accommodate the growing business.

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

- 5.1.2.1 The following uses are permitted:
 - (a) Continuation of existing use and,
 - (b) other accessory uses permitted as by the Land Use Bylaw for the corresponding zone.

5.1.3 Landscaping & Site Requirements

- 5.1.3.1 The Development shall conform to the zone standards of the Land Use By-law, except as otherwise established by this Agreement.
- 5.1.3.2 All Development shall occur on the Lands.
- 5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan and Specifications of Schedule “B”, which may be varied to accommodate location of outdoor decks, patios, porches and vegetation.
- 5.1.3.4 The Developer shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.
- 5.1.3.5 Storm water runoff from the Lands shall not be directed onto adjacent properties unless permission is obtained from the adjacent property owner for the direction of such storm water runoff.
- 5.1.3.6 No parking shall be permitted on non-hard surfaced areas of the site.
- 5.1.3.7 The Developer shall provide sufficient onsite lighting for all driveways and walkways on the Lands to provide for the reasonable safety and security of vehicles and pedestrians. All exterior lighting fixtures shall direct light toward the ground as to prevent the unreasonable illumination of adjacent properties.

5.1.4 Municipal Services

5.1.4.1 The parties agree that municipal sanitary sewer and water services are available.

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

5.1.5 Refuse Storage and Utility Equipment

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

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

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

5.1.6 General Maintenance and Operation

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

5.1.7 Architecture

5.1.7.1 The developer shall build the development generally as illustrated in Schedule "C", Architectural Design.

5.1.8 Timing

5.1.8.1 This Development Agreement shall be deemed entered into on the day following the day on which the time for appeal of Town Council's approval 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.

5.1.8.2 This Development Agreement does not come into effect until the requirement of Section 228(3) of the Municipal Government Act are fulfilled and this development agreement is filed in the Registry of Deeds. All other time requirements imposed in this Development Agreement shall be calculated from that date, the effective date.

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

5.1.9 Amendment

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

5.1.9.2 Following are matters in this Development Agreement which the Town and the Developer do not consider to be substantive:
(a) The requirements for completion imposed by section 5.1.8.3.

5.1.10 Expenses

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

5.1.11 Liability

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

5.1.12 Default

5.1.12.1 If the Developer fails to comply strictly with any term of this Development Agreement or any legislation applicable to this

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

5.1.12.2 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 5.1.12.1 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.

5.1.12.4 Any expenses incurred by the Town in exercising its rights under sections 5.1.12.1 and 5.1.12.2, or either of them, shall be paid by the Developer to the Town.

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

and if to the Developer:

3290408 NOVA SCOTIA LTD
C/O Randy Banting
620 Main Street
Wolfville NS CA
B4P 1E8

9. Headings

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

10. Binding Effect

This Development Agreement shall 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 and delivered it to each other on the date set out at the top of the first page.

SIGNED AND DELIVERED)	
In the presence of:)	
)	
)	TOWN OF WOLFVILLE
)	
)	
)	By _____
)	MAYOR
_____)	
Witness)	
)	
)	By _____
)	TOWN CLERK
)	
)	
SIGNED AND DELIVERED)	
In the presence of:)	
)	By _____
)	Randy Banting on behalf of
)	3290408 NOVA SCOTIA LTD
_____)	
Witness)	

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2018, _____
a witness to this agreement came before me, made oath, and swore that the **TOWN OF WOLFWILLE**, caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2019, _____
a witness to this agreement came before me, made oath, and swore that **Randy Banting of 3290408 NOVA SCOTIA 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

Schedule "A" – Property Description

Place Name: Main Street, Wolfville, Nova Scotia

Municipality/County: Municipality of the County of Kings

Designation of Parcel on Plan: Lot E.E.F.-1A

Title of Plan: Lot 16A-1 Lands of Town of Wolfville to be added to Lot E.E.F.-1 Lands of Culinary Enterprises Ltd. to form Lot E.E.F.-1A.

Registration County: Kings County

Registration Number of Plan: P-11329

Registration Date of Plan: June 17, 1999

BENEFITS

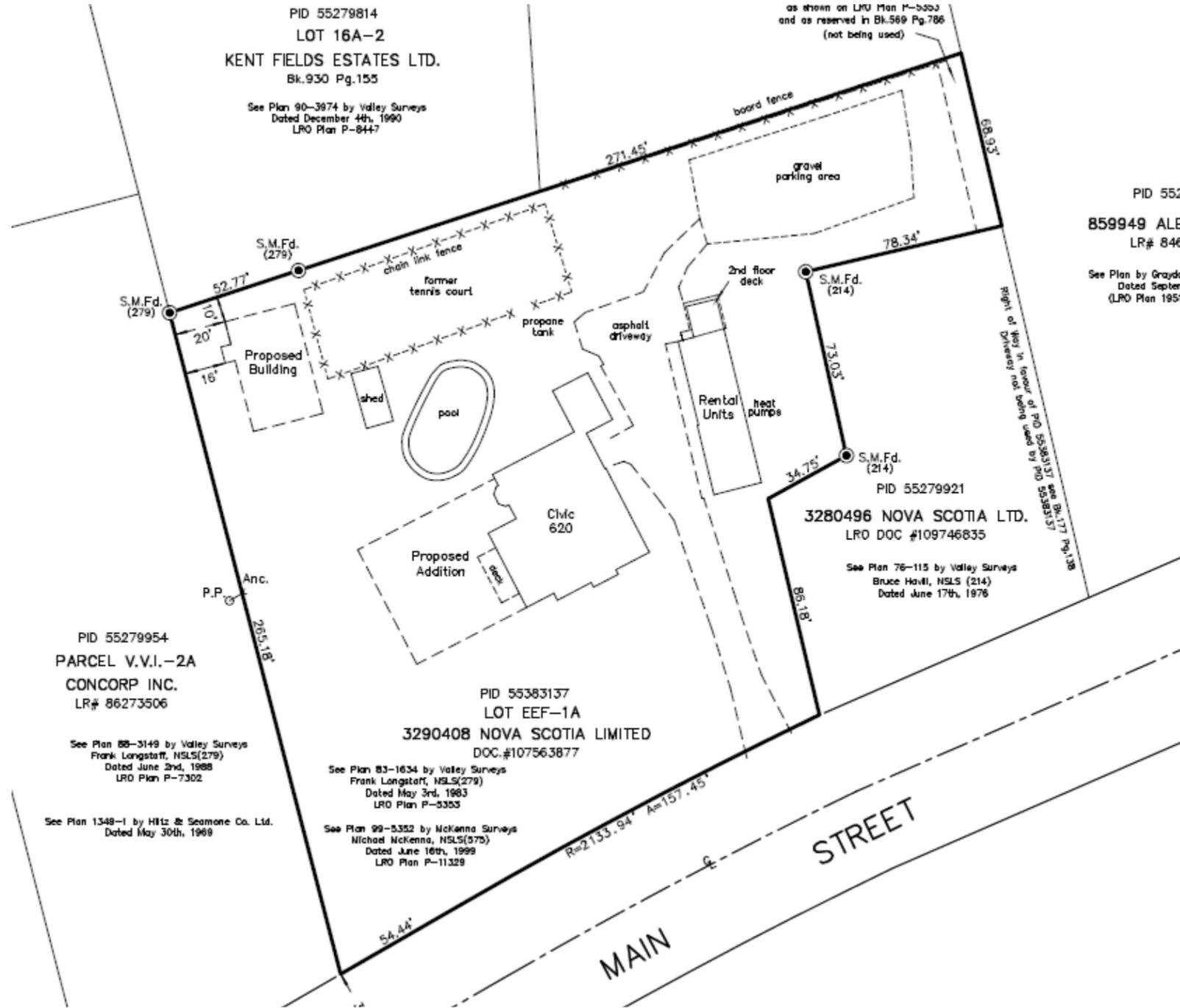
Together with a Right-of-Way for ingress and egress to Main Street as shown on a Plan of Survey prepared by Valley Surveys dated May 3, 1983 and recorded as Plan number P-5353 at the Kings County Registry of Deeds office on June 24, 1983. Said right of way being more fully described in a Deed recorded on November 25, 1949 at the Kings County Registry of Deeds in Book 177 at Page 138.

BURDENS

Subject to a right of way in favour of Lot E.E.F.-2 for the purpose of vehicular and pedestrian traffic as shown on a plan of survey prepared by Valley Surveys dated May 3, 1983 and recorded as Plan number P-5353 at the Kings County Registry of Deeds office on June 24, 1983. Said right of way being more fully described in a Deed recorded at the Kings County Registry of Deeds in Book 569 at Page 786 as Document Number 7044.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Kings County as plan or document number P-11329.

Schedule "B" Site Plan



NOT FOR CONSTRUCTION
(NEEDS REVIEW)

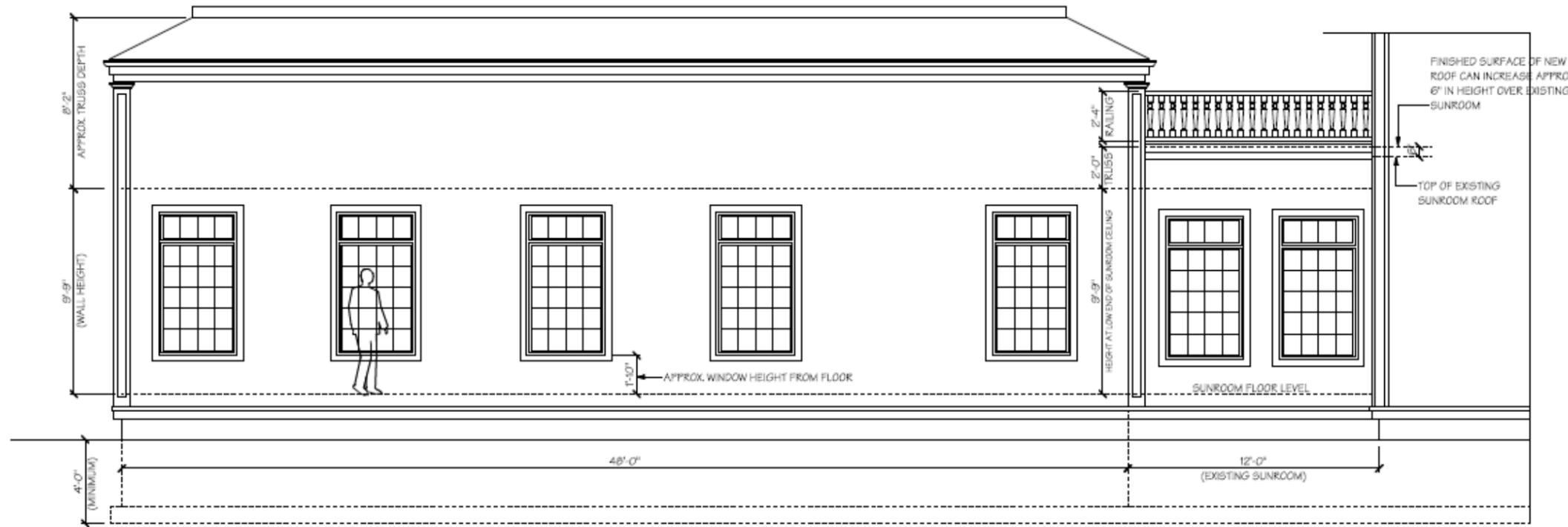
SPA ADDITION PLANS NEED ENGINEER'S
APPROVAL BEFORE USE FOR CONSTRUCTION

ALL MEASUREMENTS TO
BE VERIFIED WITH EXISTING
STRUCTURE

ON-SITE MEASUREMENTS REQUIRED
FOR ORDERING ROOF TRUSSES

GENERAL NOTES:

1. DO NOT SCALE DRAWINGS
2. CONTRACTORS SHALL VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH CONSTRUCTION.
3. ALL CONSTRUCTION INCLUDING, ELECTRICAL AND PLUMBING, MUST CONFORM WITH THE LATEST ADOPTED VERSION OF THE NATIONAL BUILDING CODE OF CANADA.
4. ALL CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. EXTERIOR MEASUREMENTS ARE TAKEN FROM OUTSIDE FACE OF STLD. INTERIOR MEASUREMENTS ARE TAKEN FROM CENTER OF STLD.
6. WINDOW AND DOOR SIZES ARE APPROXIMATE. ACCURATE SIZES CAN BE OBTAINED FROM THE ACTUAL WINDOW AND DOOR ORDER.
7. PERMANENT & TEMPORARY TRUSS BRACING TO BE VERIFIED WITH TRUSS MANUFACTURER.
8. M.L. DESIGNS AND THE DESIGNER OF THESE PLANS ARE NOT RESPONSIBLE FOR DAMAGES OF ANY KIND WHICH MAY ARISE FROM THE USE OF THESE PLANS.
9. M.L. DESIGNS AND THE DESIGNER ARE NOT RESPONSIBLE FOR ANY FAILURES BY THE DISCRETIONARY CHANGE(S) TO THE EXHIBITED ORIGINAL DRAWINGS BY OWNER OR BUILDER. ALL CHANGES TO THE DRAWINGS AND DESIGNS MUST BE APPROVED BY THE DESIGNER. ALL COSTS OF TESTING, CALCULATION AND PROFESSIONAL ENGINEERING SHALL BE PAID BY THE OWNER.



PRE-FINAL FRONT ELEVATION (ROOF OPTION #3)

LATEST ENERGY BUILDING CODES MUST BE
FOLLOWED FOR MATERIAL / COMPONENT
SELECTION AND CONSTRUCTION METHODS

Home Plan Design Services
RR#3 Aylesford
Nova Scotia, B0p 1C0
Phone: (902)598-4007
lavergne.mike@hotmail.com



PLAN NO: 2019-10
SCALE: N.T.S.
REVISED

DRAWING: PRE-FINAL SOUTH ELEVATION
DRAWN BY: MICHAEL LAVERGNE
DATE: JUNE 12, 2019

PROPOSED SPA ADDITION
FOR
RANDY & ERIKA BANTING
TATTONSTONE INN WOLFVILLE, N.S.

PAGE NO:
6 1

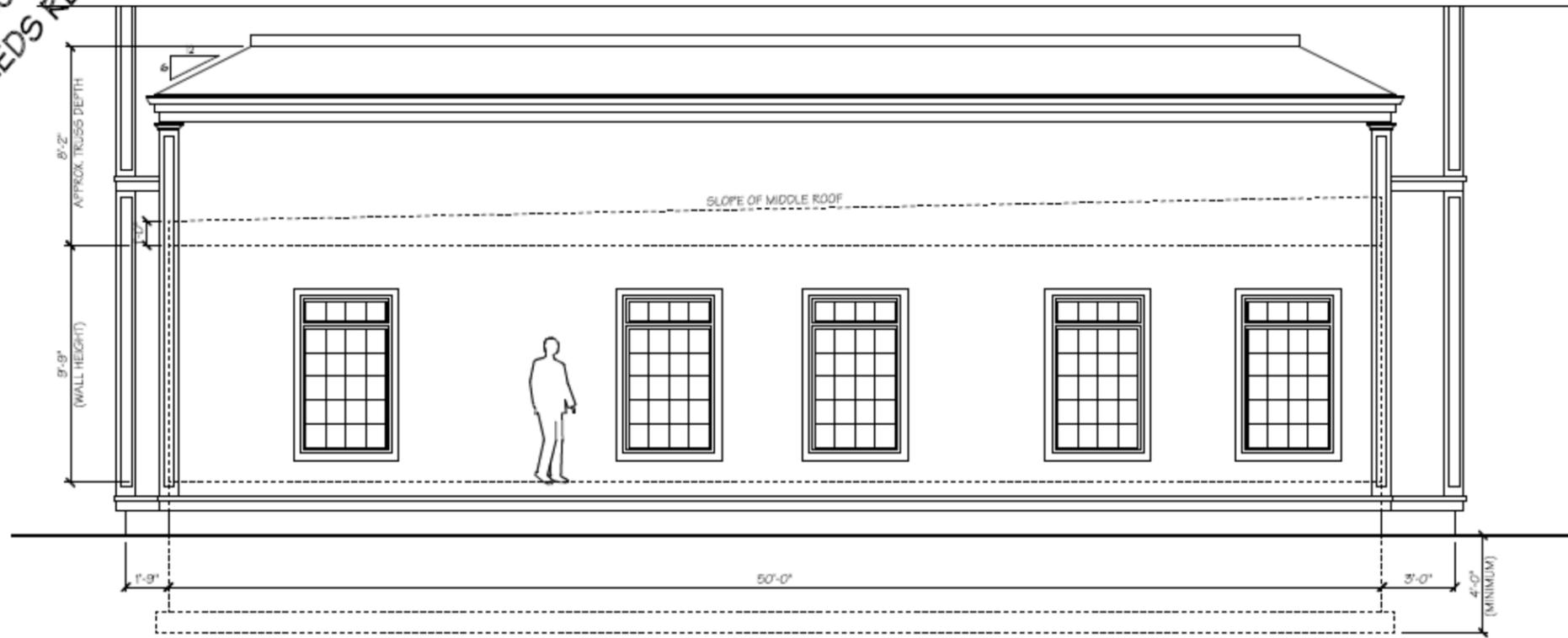
NOT FOR CONSTRUCTION
(NEEDS REVIEW)

SPA ADDITION PLANS NEED ENGINEER'S
APPROVAL BEFORE USE FOR CONSTRUCTION

ALL MEASUREMENTS TO
BE VERIFIED WITH EXISTING
STRUCTURE

ON-SITE MEASUREMENTS REQUIRED
FOR ORDERING ROOF TRUSSES

- GENERAL NOTES:
1. DO NOT SCALE DRAWINGS
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 3. ALL CONSTRUCTION INCLUDING ELECTRICAL AND PLUMBING, MUST CONFORM WITH THE LATEST ADOPTED VERSION OF THE NATIONAL BUILDING CODE OF CANADA.
 4. ALL CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 5. EXTERIOR MEASUREMENTS ARE TAKEN FROM OUTSIDE FACE OF STUD. INTERIOR MEASUREMENTS ARE TAKEN FROM CENTER OF STUD.
 6. WINDOW AND DOOR SIZES ARE APPROXIMATE. ACCURATE SIZES CAN BE OBTAINED FROM THE ACTUAL WINDOW AND DOOR ORDER.
 7. PERMANENT & TEMPORARY TRUSS BRACING TO BE VERIFIED WITH TRUSS MANUFACTURER.
 8. M.L. DESIGNS AND THE DESIGNER OF THESE PLANS ARE NOT RESPONSIBLE FOR DAMAGES OF ANY KIND WHICH MAY ARISE FROM THE USE OF THESE PLANS.
 9. M.L. DESIGNS AND THE DESIGNER ARE NOT RESPONSIBLE FOR ANY FAILURES BY THE DISCRETIONARY CHANGE(S) TO THE EXHIBITED ORIGINAL DRAWINGS BY OWNER OR BUILDER. ALL CHANGES TO THE DRAWINGS AND DESIGNS MUST BE APPROVED BY THE DESIGNER. ALL COSTS OF TESTING, CALCULATION AND PROFESSIONAL ENGINEERING SHALL BE PAID BY THE OWNER.



PRE-FINAL WEST ELEVATION (ROOF OPTION #3)

LATEST ENERGY BUILDING CODES MUST BE
FOLLOWED FOR MATERIAL / COMPONENT
SELECTION AND CONSTRUCTION METHODS

Home Plan Design Services
1888 Alveston
New Scotia Bldg 100
Phone: (902) 599-4007
lavergne.mike@hotmail.com



PLAN NO:	2019-10
SCALE:	N.T.S.
REVISION:	
DATE:	JUNE 12, 2019
DRAWN BY:	MICHAEL LAVERGNE

PROPOSED SPA ADDITION
FOR
RANDY & ERIKA BANTING
TATTINGSTONE INN WOLFVILLE, N.S.

PAGE NO.:
2
OF 6