



Public Hearing

Wednesday October 4, 2023

5:00 p.m.

Virtual/Zoom Meeting

Agenda

Public Hearing

620 Main Street, PID 55383137

1. Meeting Opening (Mayor)

2. Public Hearing
 - a. Staff Presentation – overview of proposal and process
 - i. Council questions of clarification

 - b. Public Comment
 - i. Public comment period concluded after last speaker.

 - c. Response/Clarification from Staff (if required).

3. Meeting Adjourned

RFD 042-2023 (DA #2022-003)

Development Agreement Proposal

620 Main Street PID 55383137

Date: September 12th

Department: Planning & Development



SUMMARY

620 Main Street (PID 55383137)

Development Agreement Application

For Committee of the Whole to consider the PAC recommendation regarding the draft development agreement for 620 Main Street (PID 55383137) to build a guest accommodations building containing up to 7 guest rooms.

PAC Motion (July 13th, 2023):

MOTION:

THAT THE PLANNING ADVISORY COMMITTEE PROVIDE A POSITIVE RECOMMENDATION TO COUNCIL FOR THE DRAFT DEVELOPMENT AGREEMENT FOR PID 55383137 AND THAT IT BE FORWARDED TO COUNCIL FOR INITIAL CONSIDERATION.

CARRIED

DRAFT MOTION:

THAT COMMITTEE OF THE WHOLE RECOMMEND THAT THE DEVELOPMENT AGREEMENT FOR 620 MAIN STREET (PID 55383137) BE FORWARDED TO A PUBLIC HEARING.

1) CAO COMMENTS

The CAO supports the recommendations of staff and the PAC.

2) LEGISLATIVE AUTHORITY

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

3) STAFF RECOMMENDATION

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

4) REFERENCES AND ATTACHMENTS

- Attachment 1: Draft Amending Development Agreement
- Reference: July 13th, 2023 PAC Report – found [here](#)

5) DISCUSSION

This application went to Planning Advisory Committee on July 13th, 2023. The Applicant is seeking to build a new guest accommodation building on the lot of the Tattingstone Inn containing up to 7 guest rooms. Images 1 and 2 show the site plan and landscape plan with the proposed building located at the west side of the property. The Planning Advisory Committee has reviewed the application and provided positive recommendation. See referenced PAC Staff report for additional details.

620 Main Street falls within the Design Guideline Area and the application has been reviewed by the Design Review Committee. Feedback from the Design Review Committee was positive, though a few suggestions were made. The suggestions were focused on the addition of a verandah to the street facing side (south facing) side of the building, the inclusion of decorative elements such as ornate brackets, bulkier pillars to hold up the portico, and angling the building on the site so that it is perpendicular to the west property line. The applicant has agreed to fix ornate brackets (corbels) to the soffit and to increase the pillars holding up the portico to 7.5 inches square. These design elements are shown in Images 3-6.

Development Agreement Proposal

620 Main Street PID 55383137

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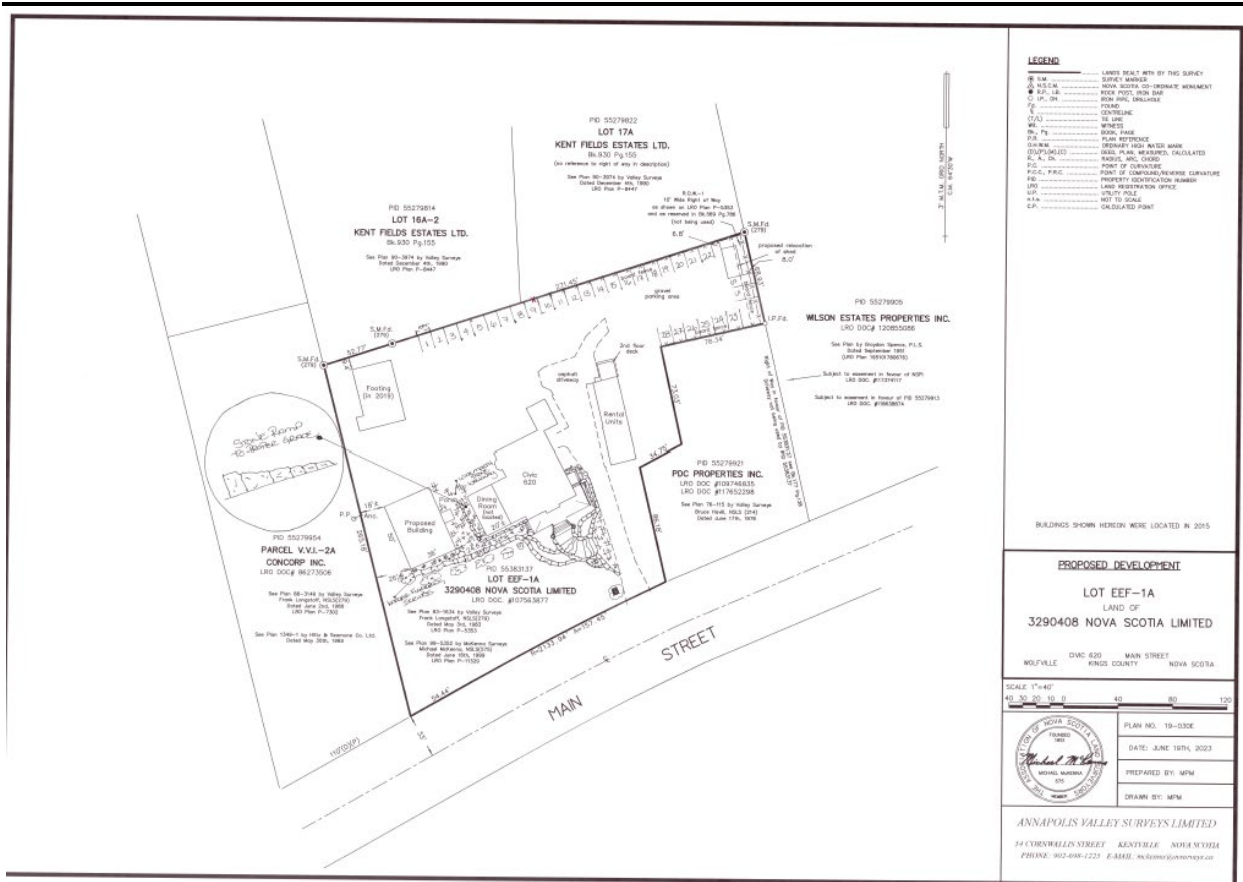


Image 2. Landscape Plan.

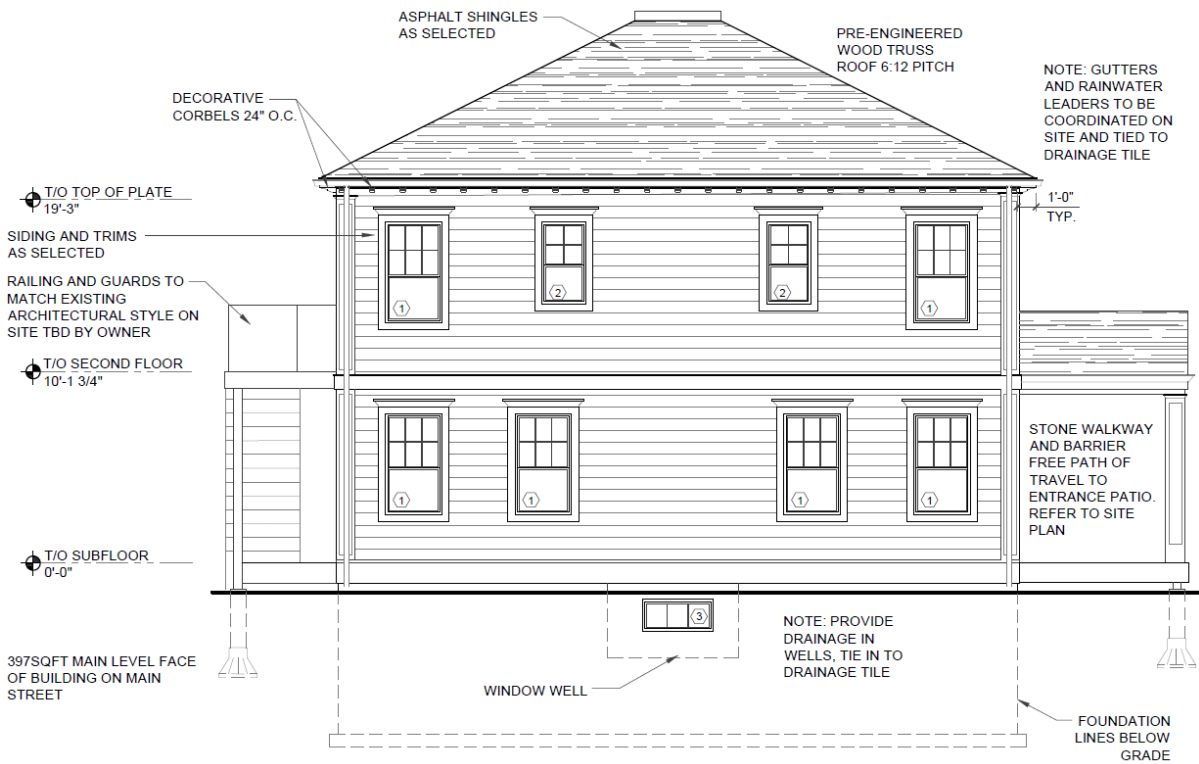


Image 3. Elevation – South facing

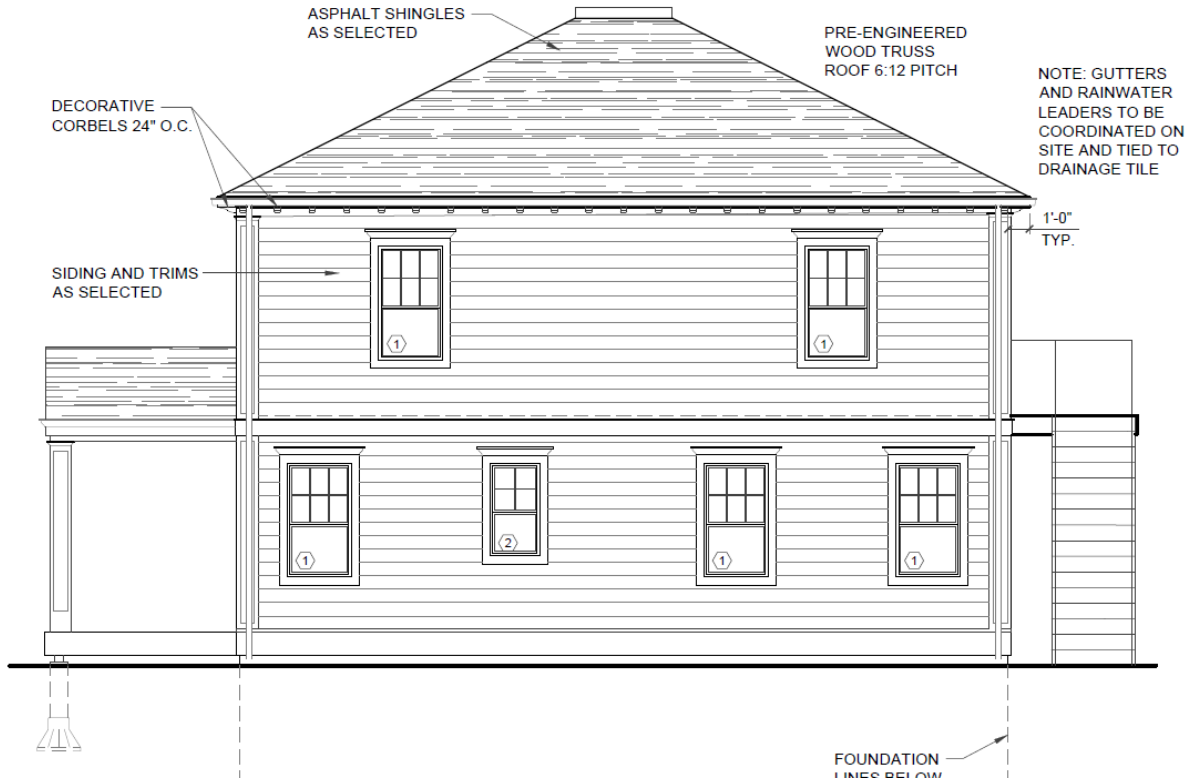


Image 4. Elevation – North facing



Image 5. Elevation – West facing

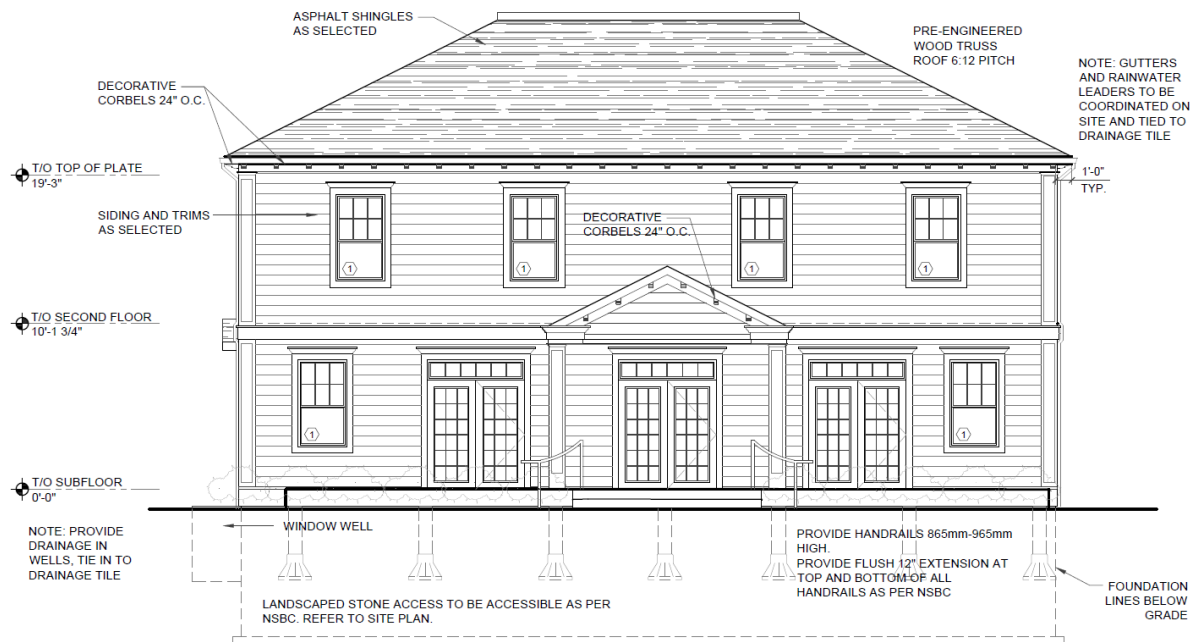


Image 6. Elevation – East facing

6) FINANCIAL IMPLICATIONS

None

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

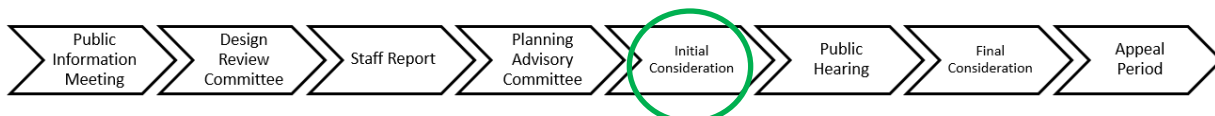
Full policy review provided in the referenced PAC Staff Report.

8) COMMUNICATION REQUIREMENTS

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

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

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



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ALTERNATIVES

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

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

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 DDMMYYYY approved entering into this Development Agreement to permit the establishment of one building containing seven guest suites 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 and Landscape 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 construction of a new building containing up to seven (7) guest suites.

“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 effective September 3, 2020.

“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 effective September 3, 2020.

“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 hotel use at 620 Main Street to accommodate the growing business by constructing a new building containing up to seven guest suites.

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 uses in existing structures;
- (b)** Construction of new “Proposed Building” identified in Schedule “B” and use of that building for up to seven guest suites;
- (c)** 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 Parking spaces shall be provided as set out in Schedule “B”.

5.1.3.7 No parking shall be permitted on non-hard surfaced areas of the site.

5.1.3.8 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.

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:

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TOWN OF WOLFVILLE

By

MAYOR

Witness

By

TOWN CLERK

SIGNED AND DELIVERED

In the presence of:

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Randy Banting on behalf of
3290408 NOVA SCOTIA LTD

Witness

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2023, _____
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 _____, 2023, _____
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

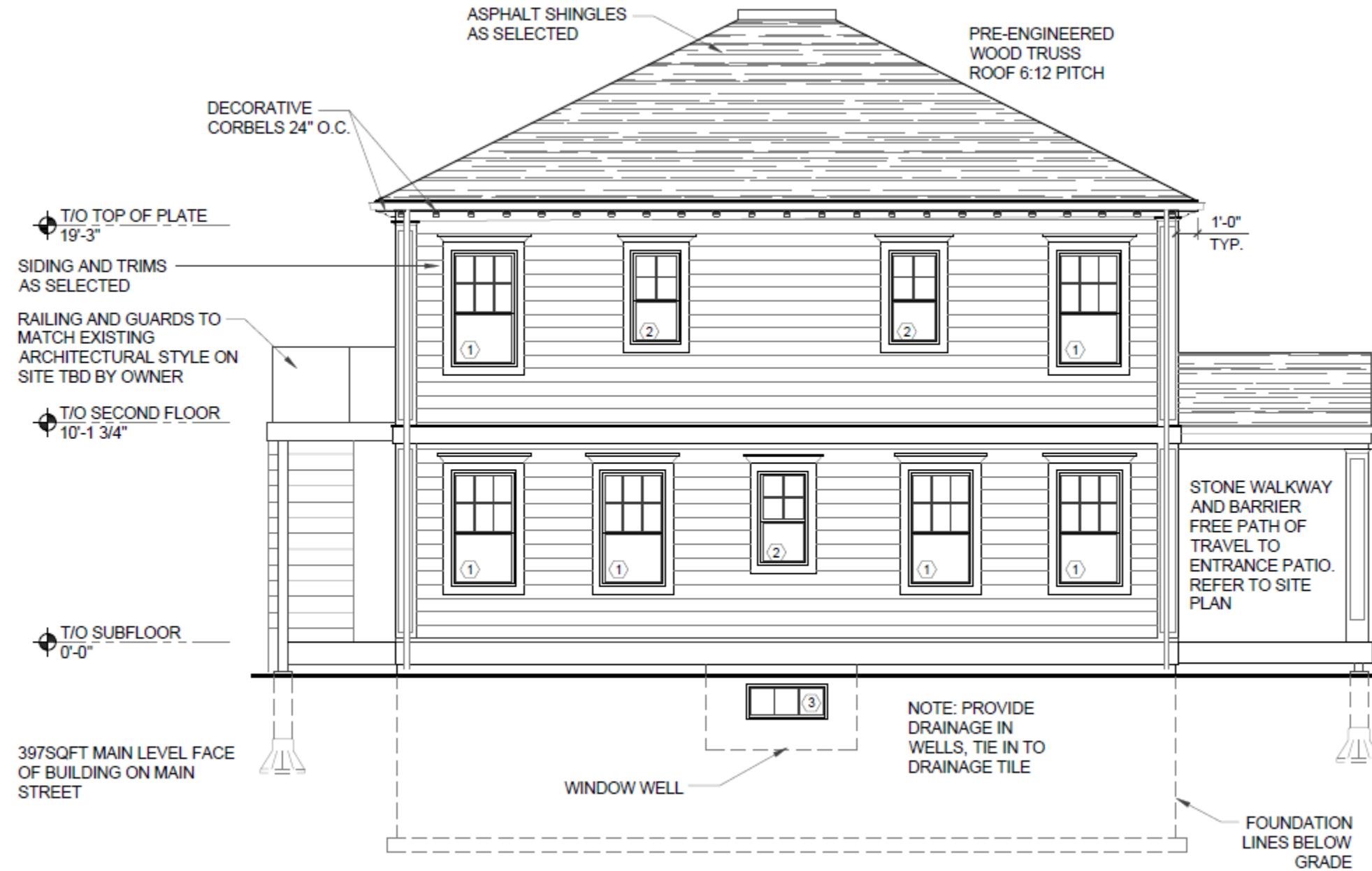
Subject to a right of way in favour of Lot E.E.F.-2 for the purpose of vehicular and pedestrian traffic as shown on a plan of survey prepared by Valley Surveys dated May 3, 1983 and recorded as Plan number P-5353 at the Kings County Registry of Deeds office on June 24, 1983. Said right of way being more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



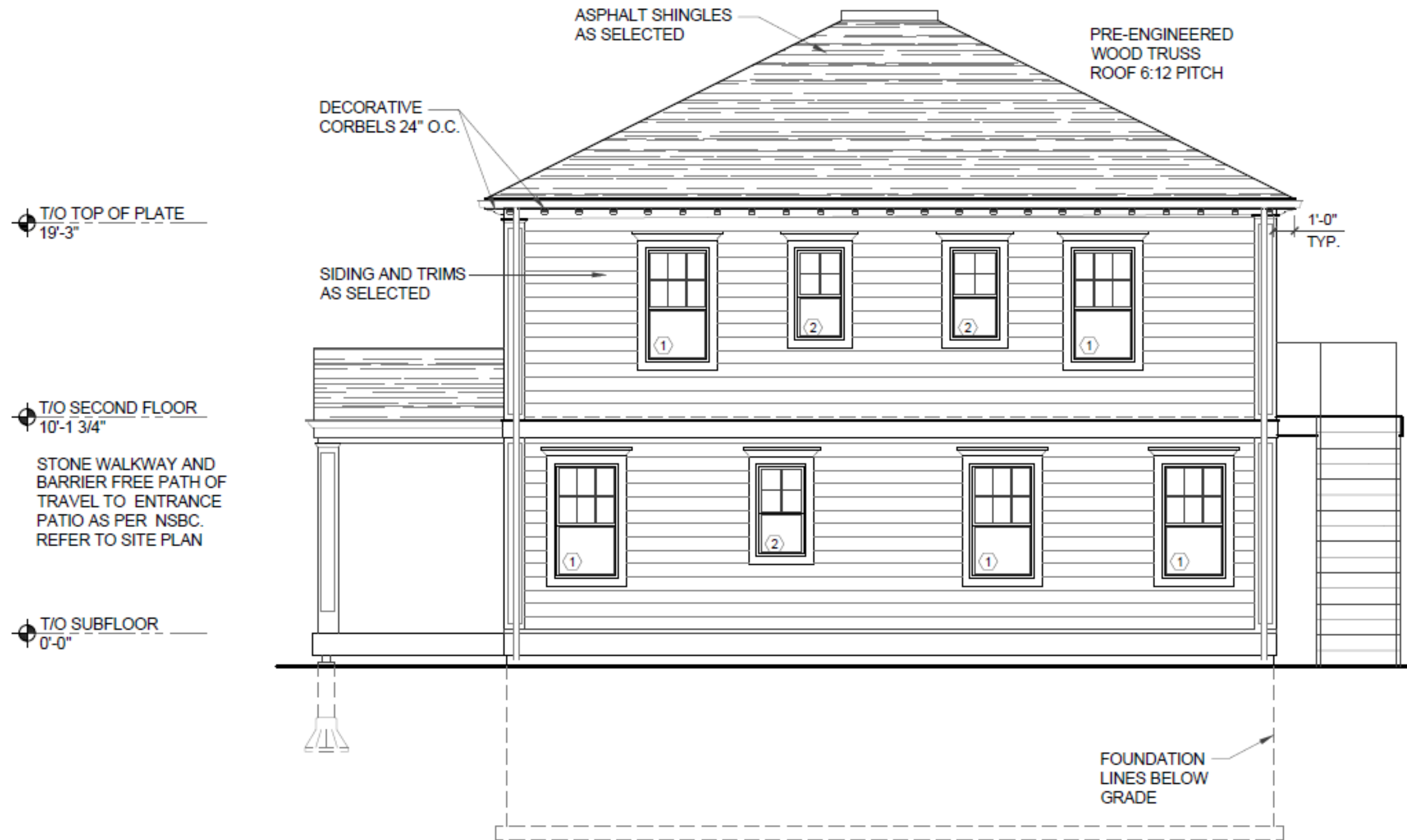
Schedule "C" – Architectural Design



PROPOSED LEFT ELEVATION (SOUTH)

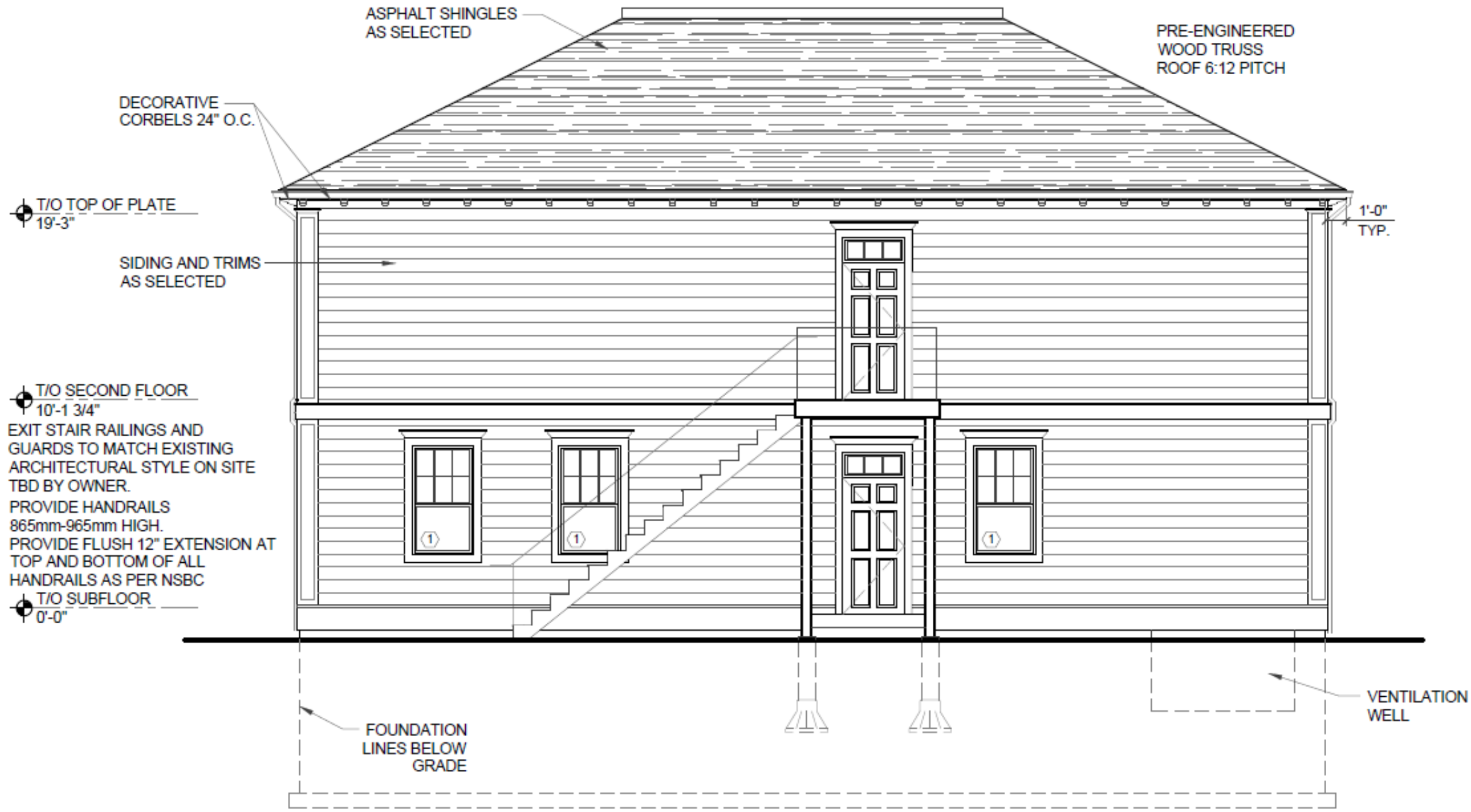
3/16" = 1'-0"

South Elevation



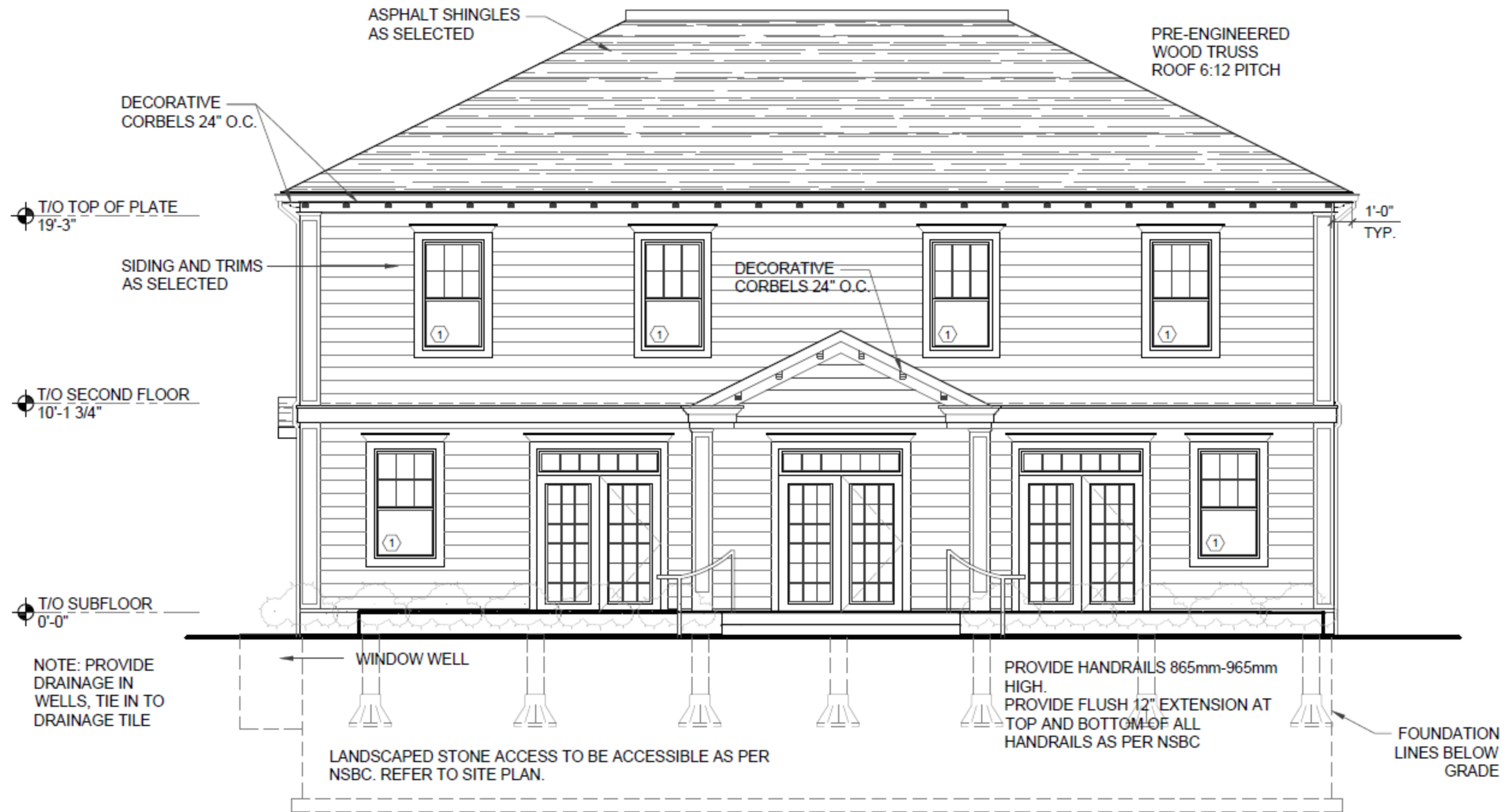
PROPOSED REAR ELEVATION (NORTH)

3/16" = 1'-0"
North Elevation



PROPOSED REAR ELEVATION (WEST)
 3/16" = 1'-0"

West Elevation



PROPOSED SIDE ELEVATION (EAST)

3/16" = 1'-0"

East Elevation