



Public Hearing

Tuesday November 21, 2023

6:30 p.m.

Council Chambers, Town Hall

359 Main Street

Agenda

Public Hearing

234 Main Street

- 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**



SUMMARY

Development Agreement

234 Main Street (PID 55278626)

Applicants Nancy Price and Paul Morgan are seeking a Development Agreement to construct a 10-unit residential building at 234 Main Street (PID 55278626). This application was forwarded to a Public Hearing on October 3, 2023.

Since then, the applicants have provided updated draft elevations and a site/landscape plan, as shown below. These drawings show a greater level of detail, however further drawings will be required as the applicant works through the permit and development process. The main changes to these drawings are the addition of various building materials and landscaping.



Updated landscape/site plan



Updated south elevation



Updated north elevation



Updated north elevation in snow

DRAFT MOTION:

For November 21, 2023 Council:

That the Town Council approve the development agreement for 234 Main Street (PID 55278626).

For the Committee of the Whole to consider the PAC recommendation regarding the draft development agreement, DA 2023-001, for 234 Main Street (PID 55278626) to build a multi-unit dwelling containing up to 10 dwelling units.

PAC Motion (September 14, 2023):

MOTION

THAT THE PLANNING ADVISORY COMMITTEE PROVIDE A POSITIVE RECOMMENDATION TO COUNCIL FOR THE DRAFT DEVELOPMENT AGREEMENT FOR PID 55278626 AND THAT IT BE FORWARDED TO COUNCIL FOR INITIAL CONSIDERATION.

CARRIED.



DRAFT MOTION:

THAT COMMITTEE OF THE WHOLE RECOMMEND THAT THE DEVELOPMENT AGREEMENT FOR 234 MAIN STREET (PID 55278626) BE FORWARDED TO A PUBLIC HEARING.

1) CAO COMMENTS

The CAO concurs with the recommendation of Staff.

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 Development Agreement DA 2023-001
- Reference: September 14th, 2023 PAC Report – found [here](#)

5) DISCUSSION

This application went to Planning Advisory Committee on September 14th, 2023. The Applicant is seeking to build a new multi-unit dwelling containing up to 10 dwelling units. A preliminary site plan is shown in image 1. A detailed site plan and landscaping plan will be required by the Development Agreement.



Image 1. Conceptual site and landscape plan. -see updated drawing above.

The Planning Advisory Committee has reviewed the application and provided a positive recommendation. See referenced PAC Staff report for additional details.

234 Main Street falls within the Design Guideline Areas and the application has been reviewed by the Design Review Committee. Feedback from the Design Review Committee was positive, though

suggestions for natural building materials on the façade and a porch or verandah were made to allow the building to complement existing dwellings on Main Street and to provide an opportunity for social interactions from the sidewalk. The Applicant has provided feedback stating that final building materials have not yet been determined but may include wooden clapboard on the façade, metal siding in less prominent areas, and metal roofing.

Preliminary elevations are shown in images 2-5.



Image 2. South elevation -see updated drawing above.



Image 3. East elevation



Image 4. West elevation (rear) -See updated drawing above.



Image 5. West elevation

6) FINANCIAL IMPLICATIONS

None

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

The Town's Municipal Planning Strategy supports this type of housing through a Development Agreement process.

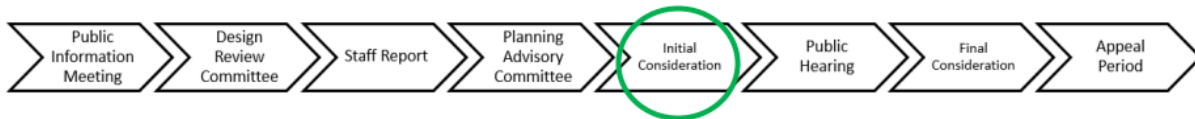
8) COMMUNICATION REQUIREMENTS

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 October 24th 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.



9) 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:

NANCY ARCHIBALD PRICE and PAUL FREDERICK MORGAN
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55278626) 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 ten dwelling units 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 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 ten (10) dwelling units.

“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 55278626, 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 build a new multi-unit dwelling containing up to ten (10) dwelling units.

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” generally consistent with Schedule “B” and “C” and use of that building for up to ten dwelling units;
- (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” or as approved by the Development Officer .

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:

Nancy Archibald Price and Paul Frederick Morgan
1743 Kidston Avenue
Port Williams, Nova Scotia
B0P 1T0

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 _____
) Nancy Archibald Price

 Witness)
)
) By _____
) Paul Frederick Morgan

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 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 _____, 2023, _____
a witness to this agreement came before me, made oath, and swore that **Nancy Archibald Price** 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 **Paul Frederick Morgan** 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.

DRAFT

Schedule "A" – Property Description

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

COMMENCING at a point on the North side line of said Main Street, said point marking the Southwest corner of lands of one Hayes;

THENCE in a westerly direction by the North limit of said Street, one hundred eleven (111) feet more or less to the East limit of a driveway serving the Wheaton Apartments so called;

THENCE northerly in a straight line passing through a point one and one half (1 1/2) feet West of the centre line of the shade tree located approximately one hundred (100) feet in a northerly direction from the Southwest corner of the herein described lands;

THENCE continuing in such straight line to the Southern boundary of the right of way to the Dominion Atlantic Railway;

THENCE in an easterly direction by the said Southern limit of the said right of way to the said Dominion Atlantic Railway to the West boundary line of the said lands of Hayes;

THENCE in a southerly direction by the West boundary line of the said Hayes lands to the point of beginning;

TOGETHER WITH a right of way for all purposes over the right of way now used along the Western boundary line herein;

BEING AND INTENDED TO BE the same land and premises as conveyed from Ian Long Allen in his personal capacity and as the Executor and Trustee of the Estate of Ian James Allen to Jacqueline Dophe Gifford by Deed dated September 17, 2008 and recorded in the Kings County Registry of Deeds as Document No. 91835067.

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

Not Subject To:

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.

Schedule "B" Site and Landscape Plan

Schedule "B" – Site/Landscape Design

Detailed site plan and landscape plan to be provided following Council Approval of the Development Agreement, through the development permit process, subject to approval of the Director of Planning. A draft site plan and landscape plan is shown below to illustrate intent.

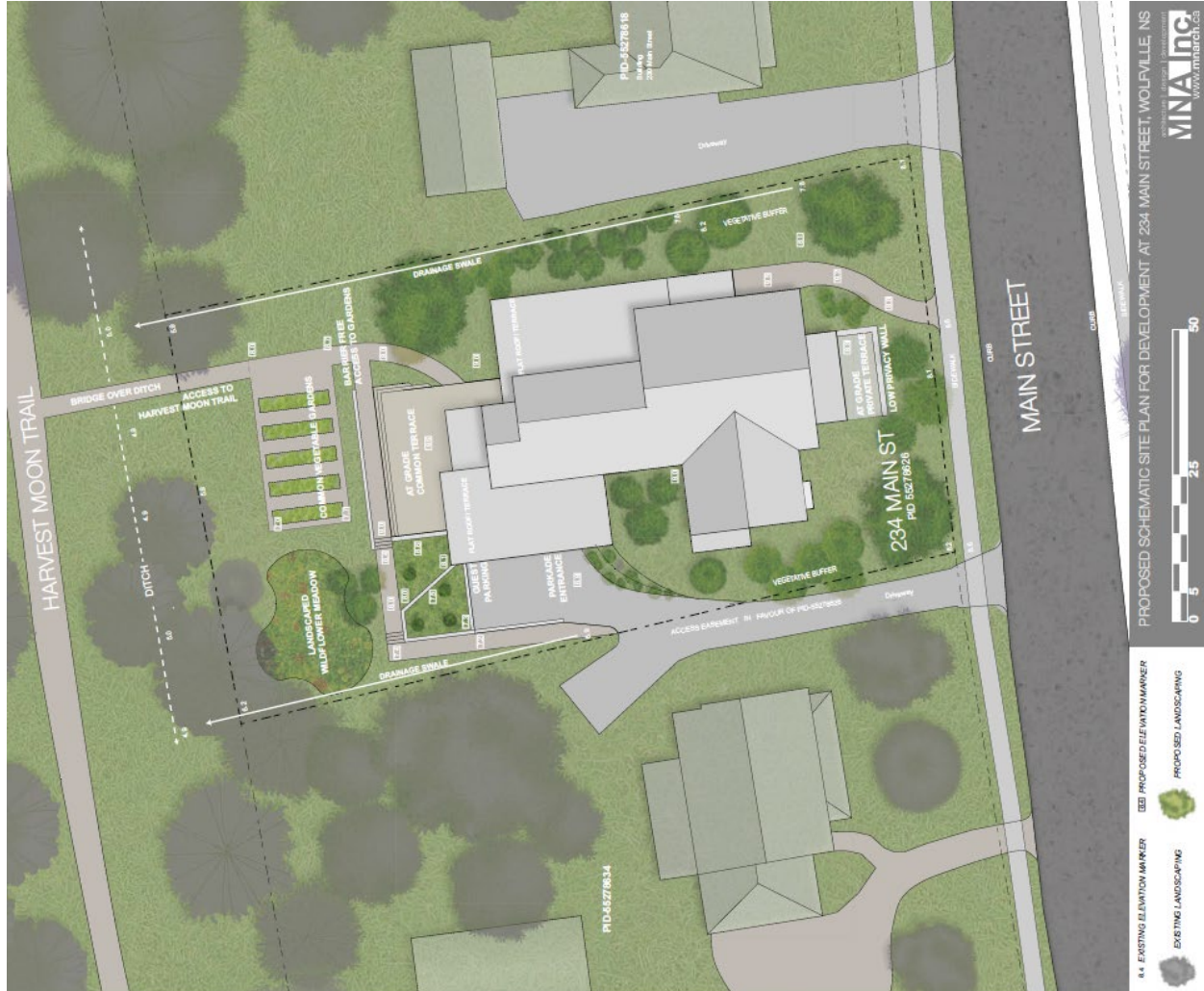


Figure 1. Draft site plan and landscape plan

Schedule "C" – Architectural Design

To be updated following Council Approval of the Development Agreement, through the development and building process, subject to approval of the Director of Planning.



Figure 2. South elevation, facing Main Street



Figure 3. North elevation, rear of building.