



## Public Hearing

Tuesday, January 30, 2024

6:00 p.m.

Council Chambers, Town Hall

359 Main Street

### Agenda

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#### **Public Hearing**

**292 Main Street**

- 1. Meeting Opening (Mayor)**
- 2. Public Hearing**
  - a. Staff Presentation – overview and process**
    - i. Council questions of clarification
  - b. Developer/Applicant – overview of project / current application for amendment**
    - i. Council questions of clarification
  - c. Public Comment**
    - i. Public comment period concluded after last speaker.
  - d. Response/Clarification from Staff or Developer/Applicant (if required).**
- 3. Meeting Adjourned**



## SUMMARY

### 292 Main Street – Development Agreement Amendment #2

#### Public Hearing and Special Council (Decision) Meetings (supplement to RFD 063-2023)

292 Main Street is seeking an amendment to their development agreement approved in 2019. The requested amendments require the approval of Council (a Development Agreement is a contract between Town Council and a Developer). The 292 Main Street development file has been active since 2017 when the Developer first began discussions with the Town on redeveloping the site – a former gas station.

The Developer is requesting a decision on the file be made by Council so next steps can be planned and the project moved forward toward completion. In the view of Staff, the file is compliant with our current Municipal Planning Strategy.

This report is supplemental to RFD-063-2023. The purpose of this report is to provide a final, consolidated Development Agreement (as presented in the last package – updated with legal language / work done with the Town Solicitor). This brief report also outlines some information requested by Council at the January Committee of the Whole where this file was motioned to a Public Hearing and decision.

The following motion passed (5 votes to 2 votes) at the January 9<sup>th</sup> Committee of the Whole:

That Committee of the Whole (Council) move the proposed 292 Main Street Development Agreement amendments to a Public Hearing and decision.

#### SUPPLEMENTAL INFORMATION:

Points raised at the January Committee of the Whole include:

- **Building Comparison along Main Street:** It was requested that an update to this early rendition of the streetscape be provided. The Developer's Architect will prepare this for their Public Hearing presentation. Far more detailed, scaled renderings have been provided to Council in the January 9, Committee of the Whole package.



- **Parking:** Some felt the parking issue was not resolved from a cash-in-lieu perspective (the agreement currently has the Developer contributing \$66,000). Staff have done additional work on this issue and feel the overall public benefit contributions outlined in RFD 063-2023 from the project exceed the cash-in-lieu of parking value.

- The **overall parking situation in our downtown** requires a closer look – with Acadia as a partner. Most downtowns (and established best practice) is to no longer require parking – given the cost and amount of land required to store vehicles. Since Acadia’s introduction of paid parking on campus (through HotSpot), the Town’s free parking areas are put under further stress. This is a discussion and project that Staff would like to take on as it informs a number of active files, strategy and policy. The following graphics are included in the Town’s current MPS:



Figure 5.4—Relationship between walkability and parking

- **Taxation/Revenue:** A question was raised about taxation values once the project is completed - based on current '23-'24 taxation levels – it is anticipated that the property would provide in excess of \$100,000/year (in perpetuity) to Town revenues. This would have to be confirmed by PVSC. It is likely higher than Staff’s estimate. Current tax revenue on the site is approximately \$6,000.
- **Affordable Housing:** Details were asked on how this would be administered. Detail is provided in the updated agreement (attached).
- **Size of units:** A question was raised re: the size of units and suitability for families – the unit size range is 410 sq ft to 1,200 sq feet (bachelor, 1 bedroom, 2 bedroom, 2 bedroom + Den).
- **Public Washroom:** The Developer is NOT proposing a public washroom (like the Rail Town washroom the Town operates). The Town has just awarded a tender for a \$600,000+ investment in washrooms and change facilities at our new Welcome Centre – approx. 70m from the 292 site. The Commercial units in the building will have accessible washrooms available to the public / similar to the other businesses along Main Street.
- **Heritage/Aesthetics/Character:** It was stated by Staff at the Committee of the Whole that the more contemporary nature of this building was debated (at length) during the original approval. The amendment application is consistent with the building style approved in 2019. The area has

## SUPPLEMENTAL REPORT FOR PUBLIC HEARING & DECISION (RFD 063-2023)

Title: 292 Main Street Development Agreement Amendment

Date: 2024-01-09

Department: Planning & Economic Development

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changed significantly over time. During each iteration of this site and general area, the current challenges and opportunities of the time were being considered and addressed as the area moved from a creek/harbour facilitating ship building and rail to eventually a gas station to now a proposal trying to respond to current challenges and opportunities.

- **Public Art:** The agreement has been updated so the current approach for Public Art that the Town is using can be used.

There is an ongoing discussion to better formalize our public art process moving from our more formal (previous) committee to a working group. The Town contributes \$5,000/year to public art that accumulates to do projects. It is envisioned that the Developers' contribution will enhance our own funds and provide for more public art opportunity in the future.

The above information is just on points raised at the January 9, 2024 Committee of the Whole meeting. See other details outlined in RFD 063-2023.

### DRAFT MOTION:

That Council approve the proposed Development Agreement amendments for 292 Main Street (PID 55278675), as outlined in RFD 063-2023 and supporting documents.

## REFERENCES AND ATTACHMENTS

### Attached

1. Draft Final Development Agreement – Consolidated

## PROPOSED AMENDMENTS

(This section is copied from RFD 063-2023 – it is a more plain language summary of the changes). See attached the amending development agreement – consolidated to include the 2019 agreement and proposed amendments. As a summary, the original 2019 agreement is proposed to be amended with the following:

- The drawings in the Development Agreement are being replaced with the necessary updated drawings (building elevations and site plan)



## SUPPLEMENTAL REPORT FOR PUBLIC HEARING & DECISION (RFD 063-2023)

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- The public access to the rooftop / public common space is being removed.
- The timing is being amended to have timelines for start, exterior and completion.
- Outdoor bike parking racks to be provided on the south and north faces, in coordination with the Town
- Public Art contribution - to be updated to better reflect current practice
- Plaza and public benefit - \$50,000 over 5 years (\$10,000/year)
- Adaptable and Barrier Free Units – shall meet new/proposed Barrier Free and Adaptable Unit requirements
- 4 'Affordable' Units – 75% of market clause to be added
- Landscape plan – require a detailed plan to be provided at time of Development Permit
- Some other administrative/language is also added.

## ALTERNATIVES

The alternatives are limited. Staff have worked with the Developer to bring forward an application that is compliant with our Municipal Planning Strategy and a decision is being sought on the file.

1. That Council do not approve the Development Agreement amendments.

**RED** highlight = removal from original 2019 agreement

**YELLOW** highlight = amendment or addition to original 2019 agreement

This **Consolidated Development Agreement** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**292 MAIN STREET DEVELOPMENTS LIMITED,**  
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Town and the Developer entered into a Development Agreement dated August 15, 2019, approved by Council on June 18, 2019, and filed at the Land Registry Office in Kentville, Nova Scotia as document number 115068505 (the “Original Development Agreement”) effective September 5, 2019 relating to the use and development of the Lands (PID 55278675) pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville.

AND WHEREAS the Original Development Agreement was amended by an Amending Development Agreement (the “Amending Development Agreement No. 1”) dated August 23, 2023, approved by Council on July 19, 2022, and filed at the Land Registry Office in Kentville, Nova Scotia as document number 121330410, effective September 20, 2022, to amend the timing provisions.

**AND WHEREAS the Developer has requested that the Development Agreement be further amended to allow design and administrative changes, and the terms have been incorporated into this Consolidated Development Agreement which includes the Original Development Agreement and Amending Development Agreement No. 1.**

AND WHEREAS the Town Council of the Town, at its meeting on **XXXXXXX, 2024**, approved further amending the Development Agreement and entering into this Consolidated Development Agreement, subject to the registered owner of the Lands entering into this Consolidated Development Agreement.

## 1. Schedules

The following schedules form part of this Consolidated Development Agreement:

Schedule “A” – Legal Parcel Description of Lands

Schedule “B” – Site Plan/Landscape Plan for the Lands

Schedule “C” – Architectural Design illustrating the required roof line, window treatment and front entry feature for the building

## 2. Definitions

### 2.1 In this Consolidated Development Agreement:

“Barrier Free Parking Stall” means the provisions set forth under Section 3.8.2.2 (4) and Section 3.8.2.2(5) under Schedule C within the Nova Scotia Building Code Regulations made under Section 4 of the Building Code Act.

“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 a new main building on the Lands dedicated to mixed use, containing 60 residential dwelling units and commercial space.

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

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

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

“Lands” means the real property in the Town of Wolfville owned by the Developer, PID 55278675, 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 Consolidated Development Agreement, it is the Land Use By-Law effective September 3, 2020, as amended.

“Municipal Planning Strategy” means the Municipal Planning Strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Consolidated Development Agreement, it is the Municipal Planning Strategy effective September 3, 2020, as amended.

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

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

### **4. Background**

The Town approved the Original Development Agreement on July 19, 2019, which permitted the Development subject to certain terms and conditions. The timing provisions in the Original Development Agreement were amended in the Amending Development Agreement No. 1. The Developer has requested further amendments to allow design and administrative changes.

### **5. Terms**

## **5.1 Development Conditions**

### **5.1.1 Permits and Approvals**

- 5.1.1.1 This Consolidated 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 Consolidated Development Agreement are those of the Developer, unless otherwise specified.

### **5.1.2 Land Use**

- 5.1.2.1 The following uses are permitted:
  - (a) Up to 60 residential dwelling units
  - (b) Commercial activities as outlined in the Land Use By-Law for areas zoned Core Commercial (C-1).

### **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 unless otherwise shown on Schedule "B", site plan.
- 5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan/Landscape Plan and Specifications of Schedule "B."
  - ~~(a) A temporary vehicle entrance on the east side of the building is permitted until such time that an access easement is provided to the vehicle entrance shown on Schedule "B".~~
  - (b) The Developer must provide a detailed Landscape Plan that is satisfactory to the Town before the Developer applies for a Development Permit.

- 5.1.3.4 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.
- 5.1.3.5 The Developer shall develop and maintain a total of sixty (60) bicycle parking spaces internal to the building.
- (a) In addition to 5.1.3.5, outdoor bicycle parking racks are to be provided on the north and south sides of the Development, at the Developer's expense. Placement of the racks shall be in coordination with the Town.
- 5.1.3.6 The Developer shall develop and maintain a total of twenty-seven (27) parking spaces internal to the building, at least two (2) of which shall be parking spaces reserved for car-share use.
- 5.1.3.7 The Developer shall ensure a car-sharing service is available to residents of the Development, including at least two (2) vehicles available for hourly or short-term rental, commencing within one (1) year of the issuance of an occupancy permit and continuing for a period of twenty (20) years from the date of commencement.
- (a) If the car-sharing service does not commence within one (1) year of the issuance of an occupancy permit, the Developer shall pay to the Town \$100,000 by no later than sixty (60) days after the expiry of one (1) year from the date the occupancy permit is issued.
- (b) If the car sharing service becomes unavailable to residents of the Development before the expiration of twenty (20) years from the date of commencement, the Developer shall pay \$100,000 to the Town by no later than sixty (60) days after the date the car service becomes unavailable to residents.
- (c) If the funds described in (a) or (b) above become payable to the Town, it is the Town's intention to use the funds for the purpose of reducing parking issues in the area of the Development.
- 5.1.3.8 The Developer shall pay to the Town \$66,000 cash-in-lieu of additional parking spaces, to be paid prior to the issuance of an occupancy permit.
- 5.1.3.9 The Developer shall, prior to the issuance of an occupancy permit, install a wall which is partially or completely covered with greenery that includes a growing medium, such as soil, water or a substrate, on

the eastern exterior side of the Development (the “green wall”), and the Developer shall maintain the green wall in good condition.

- (a) If the Developer does not complete construction of the green wall prior to the issuance of an occupancy permit, the Developer shall pay \$100,000 to the Town prior to the issuance of an occupancy permit.
- (b) If the funds described in (a) become payable to the Town, it is the Town’s intention to use the funds for the purpose of improving park areas in the area of the Development.

5.1.3.10 The Developer shall ensure the Development is at least 35% more energy efficient than National Building Code standards, as confirmed by Efficiency Nova Scotia prior to the issuance of an occupancy permit.

- (a) If the Development is not confirmed by Efficiency Nova Scotia to be at least 35% more efficient than National Building Code standards prior to the issuance of an occupancy permit, the Developer shall, prior to the issuance of an occupancy permit, pay to the Town an amount calculated as follows, to a maximum of \$100,000:

Amount payable to Town = \$100,000 minus (\$2,857 multiplied by the percentage by which the Development is more energy efficient than National Building Code standards)

Example: If the Development is 17% more efficient than National Building Code standards, the amount payable would be \$51,431:

$$\$100,000 \text{ minus } (\$2,857 \times 17) = \$51,431$$

- (b) If the funds described in (a) become payable to the Town, it is the Town’s intention to use the funds for the purpose of reducing energy use within the Town of Wolfville.

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

5.1.3.12 The Developer shall provide proof of floodproofing to 12m geodetic elevation from a qualified professional and provide a signed “Flood Risk Area Development Undertaking Form” as set out in Section 5.1(2) of the Land Use By-Law.

5.1.3.13 Four of the residential dwelling units shall be rented at no more than 75% of the average market rent as set out below:

(a) By no later than December 31 in the year an Occupancy Permit is granted for the Development, and every 3 years thereafter, the Developer must provide to the Town a report from a qualified third party containing a rent analysis to determine the average market rent in Wolfville for rental units of similar size and quality to the units in the Development.

(b) Along with the third-party report referred to above, the Developer must provide evidence satisfactory to the Town that the rent for at least 4 of the units in the Development is no more than 75% of the average market rent.

(c) This section 5.1.3.13 shall be in force for 15 years from the date an Occupancy Permit is granted for the Development.

(d) If the Developer fails to comply with this section 5.1.3.13, the Developer shall pay \$50,000 to the Town for each year of non-compliance, to be paid by no later than January 31 of the following year.

(e) If funds described in (d) above become payable to the Town, it is the Town’s intention to use the funds to pay toward the Town’s affordable housing initiatives.

5.1.3.14 All residential dwelling units shall be constructed to meet the proposed Barrier Free and Adaptable Unit Building Code requirements that were proposed but were not adopted by the Government of Nova Scotia on January 1, 2024, as approved by the Town’s Building Official.

#### **5.1.4 Amenities**

5.1.4.1 The Developer shall provide streetscaping improvements along Main Street, including those improvements outlined in Schedule “B”, estimated at least \$150,000 in value. The streetscaping improvements shall be approved by the Town’s Director of Planning and Development



and must be completed within one (1) year of the issuance of an occupancy permit.

- (a) If the Developer does not complete the streetscaping improvements described above within one (1) year of the issuance of an occupancy permit, the Town may enter the Lands and complete the streetscaping improvements at the expense of the Developer, or, at the Town's option, the Developer shall pay to the Town \$150,000, to be paid no later than one (1) year after the issuance of an occupancy permit.
- (b) If the funds described in (a) become payable to the Town, it is the Town's intention to use the funds for the purpose of making streetscaping improvements.

~~5.1.4.2 The Developer shall provide public access to a rooftop patio on the Development at no cost to the public.~~

The Developer shall pay to the Town \$50,000, payable over five years (\$10,000 per year) to be used for development of the Town parkland located directly adjacent to the east of the Development. The first payment is to be made on or before January 2, 2025 with the remaining payments to be made by no later than January 2 in each succeeding year.

5.1.4.3 The Developer shall provide \$100,000 to the Town over a maximum of 20 years, which the Town shall use for public art located at or in the general area of 292 Main Street. The Developer must pay a minimum of \$5,000 annually and can pay up to the entire outstanding balance owing at any time. The Developer shall make the first payment of \$5,000 to the Town prior to the issuance of an occupancy permit and shall make subsequent payments by no later than December 31 of each calendar year after the year in which the occupancy permit is issued. The Town shall use the first payment of \$5,000 for murals on the north face of 292 Main Street, and the remainder of the payments shall be used for art on or in the area of 292 Main Street.

- Placement of the public art shall be carried out in collaboration between the Town and the Developer in accordance with the established Town process at time of the art being considered. ~~shall have the opportunity to veto decisions regarding the placement of public art using the funds provided within this clause, subject to Town of Wolfville policies~~
- The Developer shall make final decisions on their own property and the Town on theirs.

- The Developer shall be recognized for its contribution to art produced using these funds if the art is not located on 292 Main Street

#### **5.1.5 Municipal Services**

- 5.1.5.1 The parties agree that municipal sanitary sewer and water services are available in the street on Main Street. All costs to connect the new building (as shown on Schedule “B”) to these services are the responsibility of the Developer.
- 5.1.5.2 The Town makes no warranties, guarantees or claims as to the adequacy of the Town’s water supply to provide the recommended Fire Flow amounts for protection of the building from fire. The Developer shall satisfy itself that the available fire flows are satisfactory to meet its needs.

#### **5.1.6 Refuse Storage and Utility Equipment**

- 5.1.6.1 Refuse, compost, recyclables, and other similar matters shall be stored within the building(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.
- 5.1.6.2 Containers referenced in 5.1.6.1 shall be located so that they are visually screened.
- 5.1.6.3 Utility equipment such as mechanical and electrical equipment shall be visually screened by fencing or landscaping.

#### **5.1.7 General Maintenance and Operation**

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

#### **5.1.8 Architecture**

- 5.1.8.1 The developer shall build the one (1) new mixed-use building with roof lines, windows and front entry **generally** as illustrated in Schedule “C”, Architectural Design.

### **5.1.9 Timing**

5.1.9.1 This Development Agreement shall be deemed to be entered into on the day the Agreement is registered in the registry as per section 228(3) of the MGA. All time requirements imposed in this Development Agreement shall be calculated from that date unless otherwise specified.

5.1.9.2 Construction of the Development must meet the following timing requirements:

- (a) Site work and podium construction to commence by no later than June 1, 2024;
- (b) Exterior of the building to be substantially completed and the building to be weather-tight by no later than February 1, 2025;
- (c) Subject to 5.1.9.3 below, overall completion of the Development by no later than three years after the date a Development Permit is issued for the podium work on the building.

Upon failure to meet any of the above timing requirements, the Town may discharge this Development Agreement without the consent of the Developer.

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

### **5.1.10 Amendment**

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

5.1.10.2 Following are matters in this Consolidated Development Agreement which the Town and the Developer do not consider to be substantive:

- (a) The timing requirements for completion imposed by section 5.1.9.2.

### **5.1.11 Expenses**

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

### **5.1.12 Liability**

- 5.1.12.1 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 ensure the responsibilities which the Developer is assuming in this section.

### **5.1.13 Default**

- 5.1.13.1 If the Developer fails to comply strictly with any term of this Consolidated Development Agreement or any legislation applicable to this Consolidated 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.
- (a) 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 first lien 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.
- 5.1.13.2 If the Developer breaches any of the terms of this Consolidated Development Agreement, the Town, at its sole option, may:
- (a) Terminate this Consolidated Development Agreement;
- (b) Exercise one or more of its other rights under this Development Agreement, applicable legislation and Town by-laws, or common law; or,
- (c) Take no action.
- 5.1.13.3 Any election by the Town to take no action on a breach of this Consolidated Development Agreement by the Developer shall not bar the Town from exercising its rights under this Consolidated Development Agreement on any other breach.

- 5.1.13.4 Any expenses incurred by the Town in exercising its rights under sections 5.1.13.1(a) or 5.1.13.2, or either of them, shall be paid by the Developer to the Town.

#### **5.1.14 Administration**

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

### **6. Warranties by the Developer**

#### **6.1 Title and Authority**

6.1.1 The Developer warrants as follows:

6.1.1.1 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.

6.1.1.2 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 Consolidated 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 Consolidated 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 Consolidated 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:

and if to 292 Main Street Developments:

292 Main Street Developments Limited  
c/o Stephen Ling, Agent for 292 Main Street Developments Limited  
Landry McGillivray, Barristers and Solicitors  
Suite 300, 33 Ochterloney St.  
Dartmouth, NS  
B2Y 4P5

## **9. Headings**

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

## **10. Binding Effect**

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

## **11. Execution**

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

SIGNED, SEALED AND DELIVERED

In the presence of:

)  
)  
)

**TOWN OF WOLFVILLE**

	)	
	)	
	)	By _____
	)	<b>MAYOR</b>
_____	)	
Witness	)	
	)	
	)	By _____
	)	<b>TOWN CLERK</b>
	)	
SIGNED, SEALED AND DELIVERED	)	
In the presence of:	)	
	)	By _____
	)	<b>292 MAIN STREET DEVELOPMENTS</b>
	)	<b>LIMITED</b>
_____	)	
Witness	)	
	)	

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

I certify that on \_\_\_\_\_, 2024, \_\_\_\_\_  
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 \_\_\_\_\_, 2024, \_\_\_\_\_  
a witness to this agreement came before me, made oath, and swore that **292 MAIN STREET  
DEVELOPMENTS LIMITED** caused the same to be executed by its proper officers who affixed its  
Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia



### **Schedule "A" – Parcel Description**

All that certain lot, piece or parcel of land as shown on plan of survey No. R-1-2008-095 prepared by Cyr Surveys Limited, dated July 4, 2008, situated at Wolfville, Kings County, Nova Scotia, more particularly bounded and described as follows:

Beginning at a survey marker on the northern boundary of Main Street, at the southeast corner of land conveyed to Oulton Investments Limited (PID No. 55278683) being north seventy-four degrees thirty-three minutes thirty-two seconds east a distance of 250.83 feet from Nova Scotia Control Monument 8371;

Thence north eight degrees sixteen minutes twenty-two seconds west following the eastern boundary of said land conveyed to Oulton Investments Limited a distance of 60.51 feet to a survey marker at the northeast corner of said land conveyed to Oulton Investments Limited;

Thence north sixty-eight degrees forty-three minutes fifty-five seconds west following the northern boundary of said land conveyed to Oulton Investments Limited a distance of 29.53 feet to a survey marker on the southern boundary of land conveyed to Nova Scotia Power Inc. (PID No. 55278667);

Thence north eighty-two degrees six minutes forty-four seconds east following the said southern boundary of land conveyed to Nova Scotia Power Inc. a distance of 25.66 feet to an iron bar;

Thence continuing along the said southern boundary of land conveyed to Nova Scotia Power Inc. north eighty-one degrees fifty minutes thirty-three seconds east a distance of 33.28 feet to a survey marker;

Thence continuing along the said southern boundary of land conveyed to Nova Scotia Power Inc. north seventy-nine degrees fifty minutes forty seconds east a distance of 128.13 feet to a survey marker;

Thence south seventeen degrees eleven minutes twenty-two seconds east following the western boundary of said land conveyed to Nova Scotia Power Inc. a distance of 75.05 feet to a survey marker on the said northern boundary of Main Street;

Thence south seventy-nine degrees thirty-nine minutes fifty-six seconds west following the said northern boundary of Main Street a distance of 140.03 feet to a survey marker;

Thence continuing along the said northern boundary of Main Street south eighty-one degrees fifty-eight minutes thirty-eight seconds west a distance of 33.00 feet to the Point of Beginning.

Together with a right-of-way at all times and for all purposes for the Grantee its servants and all persons authorized by it or them over that portion of land described as follows:

Commencing at the southeastern corner of the above described lot;

Thence easterly along Main Street fifteen feet;

Thence northerly parallel with the last boundary of the above described lot seventy-five feet;

Thence westerly fifteen feet to the northeast corner of above described lot;

Thence southerly along the east line of said lot to the place of beginning;

Subject to a right-of-way in common with the Grantee for persons, animals and vehicles over and along that portion of the above described lands, described as follows:

Commencing at the southeastern corner of the described lot on Main Street;

Thence westerly along Main Street ten feet;

Thence northerly and parallel with the east line seventy-five feet;

Thence easterly along the north boundary ten feet;

Thence southerly along the eastern boundary seventy-five feet to the place of beginning.

Containing an area of 12,684 square feet.

Bearings are referred to the Nova Scotia 3 degrees Modified Transverse Mercator Grid, Zone 5, Central Meridian 64 degrees 30 minutes West.

AND ALSO Parcel R as shown on registered plan no. 108704496 recorded in the Land Registration Office for Kings County.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

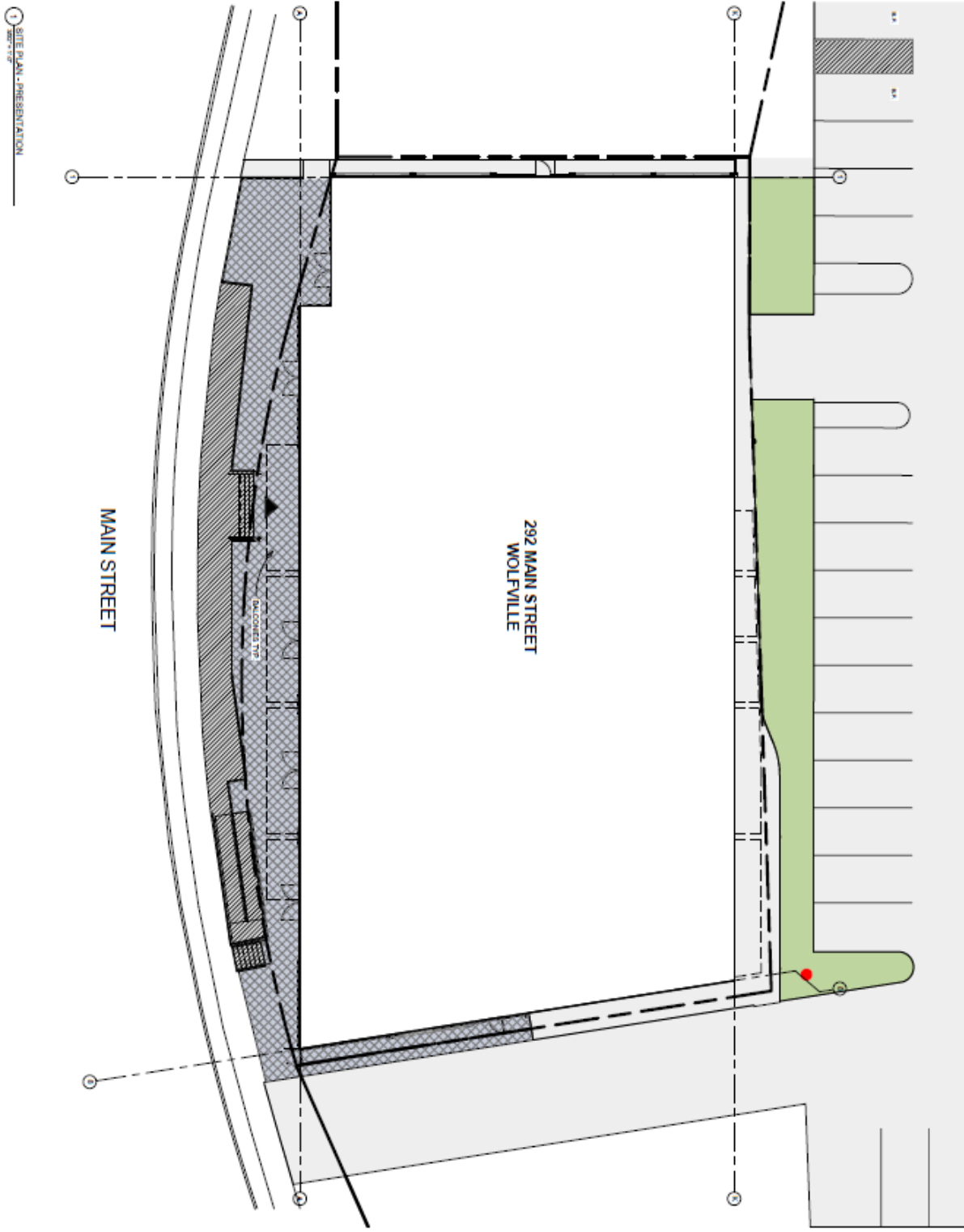
Registration District: KINGS COUNTY

Registration Year: 2016

Plan or Document Number: 108704496

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan

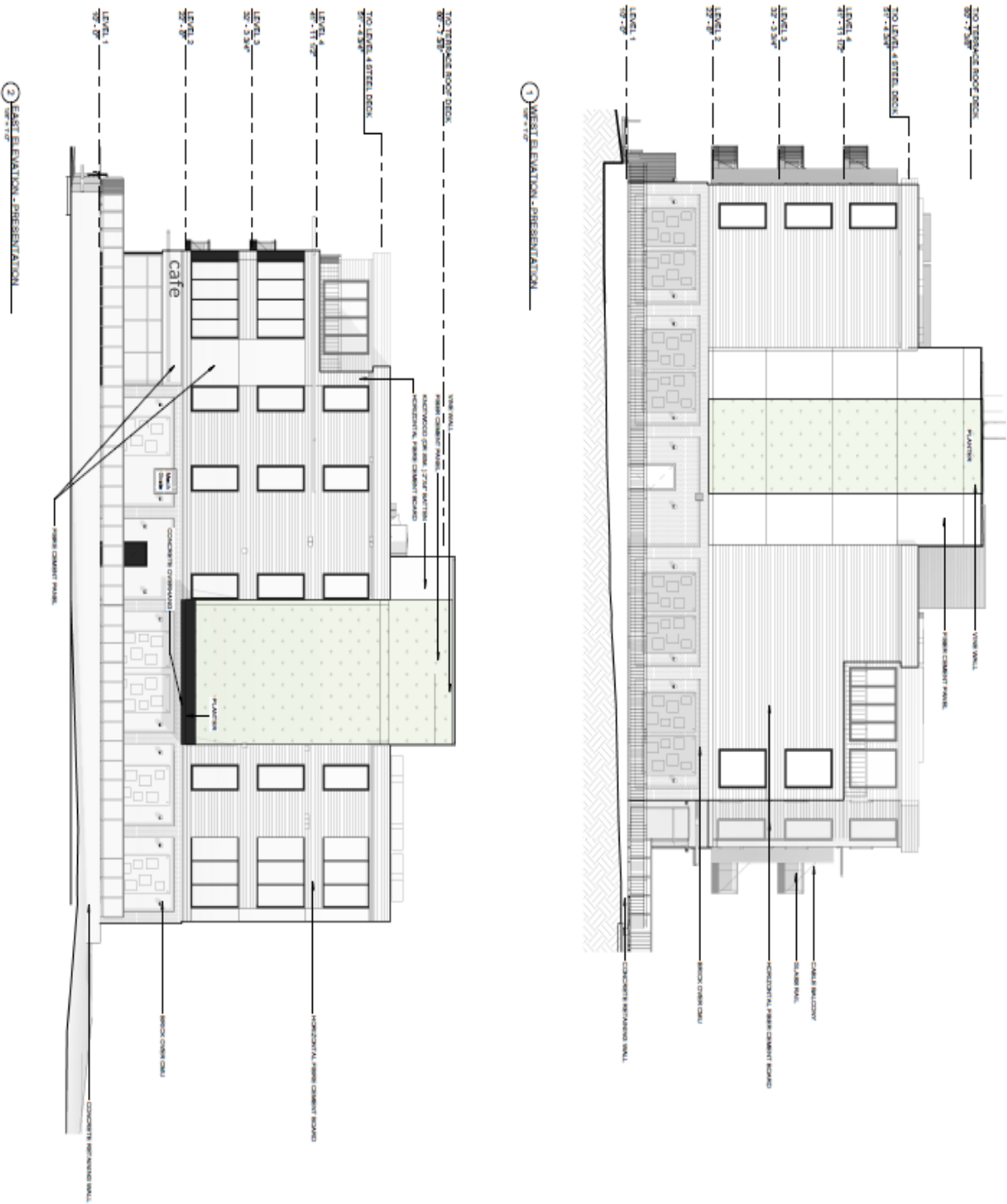
Schedule "B" Site/Landscaping Plan



*As approved by Council XXXXXXXX, 2024*



Schedule “C” – Architectural Design





## SUMMARY

### 292 Main Street – Development Agreement Amendment #2

292 Main Street is seeking an amendment to their development agreement approved in 2019. The requested amendments require the approval of Council (a Development Agreement is a contract between Town Council and a Developer). The 292 Main Street development file has been active since 2017 when the Developer first began discussions with the Town on redeveloping the site – a former gas station.

As all are aware, piles have been installed on the site, but detailed building design issues and costing has led the project to be halted and is now back at Council to consider changes to what was approved in 2019. The expectation would be that if the changes are approved – the project will move forward in a timely manner. The site, as it stands now as a construction site, is not a welcoming entry into our downtown core.

The main amendments/changes proposed by the Developer are outlined below in this report and in the Amendment #2 Agreement attached. The project was approved under the previous planning documents. This report provides background, context, and analysis for Council to make a decision. To aid Council in considering the amendment request, Staff have sought feedback on the amendments from members of the Planning Advisory Committee (PAC) and the Design Review Committee (DRC) on November 9<sup>th</sup>, 2023. The comments of the PAC and DRC were compiled for Council and considered on November 14, 2023 at a special Committee of the Whole meeting (see Nov. 14 report link referenced below). A public hearing will be required before a decision is made by Council (date TBD – last week of January) – Council will have the opportunity to move this to a Public Hearing and decision at the January 9, 2024 Committee of the Whole.

The approved building from 2019 is shown below. A series of renderings have been developed to show the building with proposed amendments and are also included to better show the project in context. It is the hope of Staff that these renderings will provide greater clarity on how the project integrates into the streetscape and how various concerns have been addressed.

To ensure the project is consistent with the Town's new Municipal Planning Strategy (the primary test for Council), this report goes through a brief policy review. The main focus of this report is to address comments and concerns received on the amended proposal through the process in November (DRC, PAC, Council at Committee of the Whole and other feedback received).

### DRAFT MOTION:

That Committee of the Whole (Council) move the proposed 292 Main Street Development Agreement amendments to a Public Hearing and decision.



## 1) CAO COMMENTS

The CAO supports the recommendation of staff. It is felt that this project is consistent with the current Municipal Planning Strategy, which is the key test.

## 2) LEGISLATIVE AUTHORITY

The *Municipal Government Act* (MGA) provides the Town authority to control land uses, create planning documents and enter into Development Agreements. This project is unique as it was approved under the previous planning documents, and we are now using new (2020) documents to regulate and guide development in the Town.

## 3) STAFF RECOMMENDATION

This project is consistent with the intent of our current Municipal Planning Strategy (2020). This building adds value/vibrancy to the streetscape of our Main Street, provides additional commercial space, and most importantly adds 60 dwelling units to enhance our housing supply.

Staff are recommending the approval of the amendments. After receiving feedback from the Design Review Committee (DRC), the Planning Advisory Committee (PAC), and Council at a special Committee of the Whole – Staff are presenting this package that addresses to the best of our ability the issues/concerns while ensuring the file is compliant with the Municipal Planning Strategy.

## 4) REFERENCES AND ATTACHMENTS

Attached

1. Updated 292 Main Street DA amendment – drawing package
2. 292 Main Street – updated DRAFT Amending Agreement #2
3. Original Development Agreement (2019 approved)

Reference

1. November 14, 2023 Special Committee of the Whole. Found [here](#).
  - Includes various relevant attachments
2. 292 Main Street Timing Extension approval (July 2022). Found [here](#).
3. Wolfville Planning Documents (2020)
  - Municipal Planning Strategy (MPS)
  - Land Use By-law (LUB)

## 5) DISCUSSION

Building approved in 2019



**UPDATED FINAL REQUEST FOR DECISION 063-2023**

Title: 292 Main Street Development Agreement Amendment

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Renderings of Current/Amended Proposal

Staff worked with Luminous Labs and the project Architect (TEAL) to have the amended proposal rendered from various angles so people could better understand the project, in context. Renderings of the project looking east, north, south, and west at the building and surroundings are included below. Some angles have been pulled back to show greater context. This process has helped Staff to bring forward a better vision for the East End gateway along Main Street (current lawn area to the east of the 292 site) and has also helped to work through other issues identified.



**UPDATED FINAL REQUEST FOR DECISION 063-2023**

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*Image 1: 292 Main Street – looking East along Main Street at Locust Avenue.*



*Image 2: 292 Main Street – looking East along Main Street across from the Wolfville Legion.*





*Image 3: 292 Main Street – looking North along Willow Avenue (approx. at the Welcome Centre) across Main St.*



*Image 4: 292 Main Street – looking South from the Rail Line at the rear of the building/parking lot.*





*Image 5: 292 Main Street – looking West along Main Street (at Willow Park) – showing a proposed plaza as part of our East End Gateway improvements.*



*Image 6: 292 Main Street – looking West along Main St. standing at Victoria Avenue.*

Background / Process to get here

Attached to this report is the package (including the PAC report), for the original Development Agreement approval in June of 2019. The project timing was amended (non-substantive amendment) by Council in July of 2022, “amendment No. 1” – that report is also referenced above for Council’s benefit.

The majority of the project outcomes and key metrics from the original approval are staying the same; however, changes to the design are being sought because of cost realities and building code issues. The main test for Council is ensuring the project is consistent with the Town’s Municipal Planning Strategy.

Proposed Amendments

See attached the draft amending development agreement. As a summary, the original agreement is proposed to be amended with the following:

- The drawings in the Development Agreement are being replaced with the necessary updated drawings (building elevations and site plan)
- The public access to the rooftop / public common space is being removed.
- The timing is being amended to have timelines for start, exterior and completion.
- Outdoor bike parking racks to be provided on the south and north faces, in coordination with the Town
- Public Art contribution - to be updated to better reflect current practice
- Plaza and public benefit - \$50,000 over 5 years (\$10,000/year)
- Adaptable and Barrier Free Units – shall meet new/proposed Barrier Free and Adaptable Unit requirements
- 4 ‘Affordable’ Units – 75% of market clause to be added
- Landscape plan – require a detailed plan to be provided at time of Development Permit
- Some other administrative/language is also added.

NOTE: The draft DA language will be edited before finalized/subject to legal review - before we advertise for a public hearing (subject to Council direction)

Public Benefit

Staff feel it is useful to see a summary of what is being achieved with this project. A summary of the final outcome, if the amendments are approved, is as follows:

- 60 residential units
- 2 ground floor commercial units
  - Confirmed to be ‘[Harvest](#) Restaurant’ (full service restaurant) and ‘Sweet and Savory on Main’ (bakery and coffee shop)



- 27 parking stalls (internal), 60 bicycle parking (internal), Car Share (2 vehicles), \$66,000 cash-in-lieu of parking contribution, and Staff are working with the Developer on installing public car charging (level 2) in our parking lot.
- Energy Efficiency beyond Building Code Requirements – the DA required 35% beyond the National Building Code – the project modeling is showing beyond that and the Developer is financing through CMHC based on higher energy efficiency.
- Streetscaping improvements were required, valued at \$150,000 in the original DA to the courtyard and sidewalk area along Main Street. It is anticipated that these improvements will cost more than the \$150,000 outlined in the DA.
- Public Art – the Developer is contributing \$100,000 to public art over 20 years (min \$5,000/year) as outlined in the original DA.
- Accessibility – elevator, ramps and movement around all sides of the building (will meet current requirements), adaptable and barrier free units included in the building (to meet new/proposed requirements), public fully accessible washroom in the building, accessible parking stalls (to meet current requirements)
- Contribution to a public plaza/gateway feature along Main Street (\$50,000)
- 4 units being held at 75% of market rents
- Annual property taxation revenue

With the above in mind, Council should consider the “public benefit” on offer from this project. Our new planning documents offer a “Bonus” framework to consider a 4<sup>th</sup> storey. LUB 4.15(2) “...a 4<sup>th</sup> storey may be considered by development agreement in the C-1 zone subject to the bonusing criteria...”.

The Land Use By-law outlines a bonus rate that is equal to \$110 (2020) per square metre of gross floor area of a 4<sup>th</sup> floor. In the 292 context, gross floor area is estimated at 1250 square metres X \$110 = \$137,500. The developer is far exceeding this value (with the public space along Main Street alone + other benefits outlined above).

#### Policy Review – new Planning Documents

The primary policies in the Town’s current [Municipal Planning Strategy \(MPS\)](#) to consider include the following (see Nov. 14, 2023 report and original 2019 approval documents for further context):

*3.2.8 (page 31) To ensure that commercial uses are designed to be compatible with surrounding land uses, including consideration of built heritage and the impacts of land use on neighborhood character.*

*The following from policy 9.0 (page 86):*

*4. To establish a maximum building height in the Town as defined in the Land Use Bylaw and informed by area Design Guidelines.*

*a. Up to 3-Storey building heights will be considered by Site Plan approval as defined in the Land Use Bylaw and informed by area Design Guidelines.*

*b. One (1) partial additional storey (fourth storey), within a defined overall height, as laid out in the*



*Land Use Bylaw, will be considered only by Development Agreement where a clear public benefit is demonstrated (e.g. open space contributions, commitment to accessibility, sustainability, affordability, etc).*

*7. To support the creation and incremental enhancements of both the east and west end gateways in an effort to punctuate the sense of arrival into the Core Area and consider integration of, and compatibility with, these gateways when evaluating development proposals in close proximity.*

*8. To encourage and participate in the beautification and upgrading of the Core Area through streetscaping and public art initiatives to create intrigue and comfort for pedestrians at street level.*

*10. To encourage and support initiatives aimed at increasing pedestrian traffic and fostering a "life on the street" such as sidewalk cafes, outdoor markets, concerts and entertainment.*

*14. To encourage the provision of mixed use and residential attached development opportunities throughout the Core Area in an effort to encourage contextually appropriate intensification in proximity to the Town's primary service area, and increase the number of adequate, appropriate and affordable housing options.*

*17. To ensure Heritage Assets are documented and that proposals in proximity to registered properties be appropriately regulated in the Land Use Bylaw, informed by the Design Guidelines.*

*Policy 9.1.1.6 (page 88):*

*6. To use Development Agreements in the Core Area - Commercial Designation for the consideration of certain uses that require additional regulatory considerations.*

In Staff's view, the amended proposal meets the intent of the relevant MPS policies (of the new MPS) outlined above. The original approval, guided by the previous planning documents, was determined to meet the intent of that MPS document.

#### Building Inspections Process

- The initial proposal for a rooftop assembly occupancy (conceived of as a commercial use e.g. coffee shop early in the process) in a wood framed (combustible) building was not deemed acceptable under the National Building Code by the Town's Building Official (authority having jurisdiction). The Building was then redesigned to be constructed with non-combustible materials (concrete and steel); however, a key driver to the DA amendment application is that the applicant is now looking to go back to a wood (combustible) building method as the cost realities for the project dictate viability.
- Since the DA approval, 292 had proceeded with a 3-stage building permit (3 applications) and had secured development and building permits for the pile/foundation work and podium. Our Staff had approved a permit for the podium level. A full permit application review was ongoing for the storeys above the podium; however, this has halted with the change in approach/DA amendment and Staff are requiring a withdraw of the existing podium and upper storey application and revised plans/new application would be reviewed based on the DA amendment decision now being considered.



**UPDATED FINAL REQUEST FOR DECISION 063-2023**

Title: 292 Main Street Development Agreement Amendment

Date: 2024-01-09

Department: Planning &amp; Economic Development

Comments and Discussion on the amended proposal (November 2023 – January 2024 feedback)

Issue / Question / Comment	Staff Comment
Building <b>height</b> – has it changed?	<p>Staff are using the new Land Use By-law to regulate the parameters of overall building height. The proposed building is consistent with the approved building from 2019 - approximately 50'.</p> <p>The Land Use By-law establishes a maximum 4.5m ground floor and 4m floors above. In a 4 storey situation this equates to a maximum allowable building height of 16.5m (54').</p> <p>A partial 4<sup>th</sup> storey is permitted through our new planning documents – subject to public benefit (more information on this is provided below).</p> <p>Detailed renderings (to scale) are included in this package to show the massing in relation to surrounding buildings and context.</p>
Can additional <b>renderings</b> and views of the building be provided?	<p>Provided in this package are 6 different views of the building in context with surrounds and scaled using the building model from the architect, lidar scans and a variety of other inputs. Luminous Labs provided the renderings with oversight provided by the Director of Planning.</p>
<p><b>East wall / façade</b> and importance of the entry into the downtown</p> <ul style="list-style-type: none"> <li>• Signage was not desired</li> <li>• Green Wall details</li> <li>• Landscape / east gateway</li> </ul>	<p>Murals have been designed into the eastern wall and signage removed.</p> <p>The green wall has been slightly more detailed and will continue to be some type of climate appropriate vine (New England based, fast growing vine that stays green for the bulk of the year) that is growing both up and down the wall from a planting medium.</p> <p>The east gateway lawn (immediately east of the 292 site) has also been further designed and a contribution to this will be made by the Developer (\$50,000). The plaza is envisioned for the area fronting Main Street, as shown in the renderings provided above. Staff are working on having our ACOA funding for the parking</p>

**UPDATED FINAL REQUEST FOR DECISION 063-2023**

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	lot/walkway correspond to this and will work this into the 2025-26 budget to account for the necessary costs to finish the plaza properly – as a high quality welcome feature into the downtown.
<b>West wall / façade</b> and prominence of this looking east along Main Street	<p>The western face of the building is also shown in detail on the renderings provided.</p> <p>Additional public art has been provided along the public walkway being provided to the parking lot and a similar vine wall is proposed, as per the original approval.</p>
Where is the <b>lay down area</b> ?	<p>First row of parking behind the site has been established as a temporary lay down area – a detailed plan is required as part of the Development and Building Permit to ensure public safety, pedestrian and vehicle flows, etc.</p> <p>Construction lay down is being coordinated with the Director of Public Works &amp; Engineering with our upcoming investments in the East End Gateway Public Parking lot – this will require on-site management and coordination as we move through our upcoming construction season.</p>
<b>Short-term rental</b> concerns.	<p>The current operational plan from the Developer is long-term residential housing (60 units).</p> <p>This project is located in the C-1 zone where a hotel is a permitted use (along with many other commercial uses as established in the Land Use By-law). Any existing property is able to do a conversion of this nature – subject to a Building and Development Permit, if contemplating a permitted use.</p>
Can the power <b>transformer</b> be moved out of the park?	The transformer has been moved to the rear of the building (on the Developer's property).
Public <b>Common Area</b> as originally proposed on rooftop moving to the 2 <sup>nd</sup> Storey – <u>this is now being removed from the building</u> and a contribution is being made to the public plaza on the east side of the building (along with other public benefits outlined below).	The original DA had a public rooftop space that was contemplated at time of approval in 2019 to be public and/or a commercial use (e.g. coffee shop).





<ul style="list-style-type: none"><li>• People did not feel the proposed common area was “public”</li></ul>	<p>There are a number of gathering spaces along Main Street/downtown that can be supported by the residents of this building. The plaza to the east of the building is a true public space and enhances the entry into our downtown.</p> <p>There is an indirect (unquantifiable) benefit to downtown businesses and other establishments from 60 dwelling units in this location.</p>
<b>Parking</b> concerns	<p>Our current MPS provides a policy framework around mobility in the Town. It prioritizes moving toward Active Transportation and other modes – realizing this will take time.</p> <p>This building is required to provide 2 shared vehicles, 27 parking stalls, and 60 bicycle parking spaces. Shared vehicles in other jurisdictions have represented a certain vehicle parking equivalent (e.g. 20 spots). This was all a major part of the original approval.</p> <p>Most jurisdictions with vibrant downtown cores do not have a prescribed parking requirement. Eliminating parking requirements is a proven strategy to ease overall housing/living costs when siting projects in walkable locations, close to services.</p> <p>The project has an NRCan Infrastructure Contract in place. This contract offers a 50/50 cost sharing on 24 car charging ports. Staff are working with the Developer to have at least 2 of these (level 2) charging ports in the public parking lot (for public use).</p> <p>The East End Gateway parking lot is going to be upgraded (to be tendered winter 2024 – constructed summer 2024) and additional parking stalls are being added. The design of this was in the Nov. 14 report.</p>
Unit sizes and <b>mix of housing</b> being provided?	<p>A mix of unit sizes are being provided – bachelor, 1 bedroom, 2 bedroom, 2 bedroom + den</p>



<p>What is happening with <b>rooftop</b> now?</p> <ul style="list-style-type: none"> <li>Screening the mechanical equipment will happen</li> </ul>	<p>The roof level will not have decks for residential use. One elevator will access the roof level and will be designated as a service only elevator; the residents' elevator swipe cards will not allow elevator access to the roof level.</p> <p>the service elevator will enable access to a roof top services enclosure which screens the +/-65 compressor units for HVAC to units, lobby, hallways and commercial areas. The service elevator will enable access to maintain, repair, exchange the compressor units as needed; Only the building superintendent will have the elevator swipe card which enables elevator access to the roof level. The roof level escape stairs will be enclosed and will enable egress from the service enclosure on the roof level.</p>
<p>Building <b>stepback</b> on 4<sup>th</sup> storey</p>	<p>Trade-off with efficiency/maintenance/cost issues of a step back versus the aesthetic and scale concerns.</p> <p>The current design provides for a partial 4<sup>th</sup> storey. Cut outs are present on the south-east and south-west corners.</p> <p>The current design provides a better frontal rhythm to the building and breaks up what was a long continuous flat face with the proposed balconies. The balconies also effectively frame the courtyard and add additional vibrancy to the streetscape.</p> <p>The building is pulled back along the front, curved property line (in a typical downtown situation they would be required to build out to) and maintains a view to the west entering Town. This is another trade-off that should be acknowledged.</p> <p>The louvre/shade feature on the top of the 3<sup>rd</sup> storey is provided to enhance the feeling of a fully stepped back 4<sup>th</sup> storey.</p>
<p><b>Affordability</b> concerns</p>	<p>4 units in the building will be held at 75% of market rent. The Developer has been modeling</p>



	<p>their financing on this assumption (e.g. a rent of \$1600 would be reduced to \$1200)</p> <p>(the project is being financed through CMHC under the energy efficiency stream – not the affordability stream)</p> <p>A clause has been added to the DA to reflect this.</p>
<b>Public Art</b> comments	<p>The Developer is making a contribution to Public Art (\$100,000 over 20 years) as part of the original approval and various locations have been shown around the building (east, west, north walls). A contribution/project may also be relevant in the East End gateway area where we had commissioned a piece of art previously (that did not come to fruition).</p> <p>The Town also puts aside an annual budget for public art and this contribution can enhance that and contribute to a more vibrant public realm.</p> <p>The Developer is happy to work collaboratively with our Public Art working group on decisions and process.</p>
<b>Balconies</b> and “stuff” on them concern + what are balconies made of and how will they weather/age?	<p>Developer will embed in the leases a limit on items.</p> <p>The balconies are proposed to be constructed with steel and how they look / age / maintenance is also a concern of the Developer.</p>
Detailed <b>Landscaping</b> questions	<p>The renderings prepared show landscape intent (primarily South and North faces). A detailed plan (planting types, etc) is required at time of Development Permit that would reflect this intent.</p>
Details on the <b>front courtyard</b> area (south façade)	<p>Provided in renderings for a better idea of how this will interface with the public realm.</p> <ul style="list-style-type: none"> <li>• Glass rail all around</li> <li>• Planters</li> <li>• Seating</li> <li>• Landscape</li> </ul>



<b>Flood Risk</b> and mitigation measures	<p>The Developer shall provide proof of floodproofing to 12m geodetic elevation from a qualified professional. This has already been outlined in the existing DA.</p> <p>Our new Land Use By-law (Schedule E) also requires a 'Flood Risk Area Undertaking Form' be signed for new development in flood prone areas.</p>
<b>Timing</b> concerns	<p>Assurances were being requested given the delays in the project, to-date.</p> <p>Staff have discussed timing with the Developer and the proposed timing clauses would state:</p> <ul style="list-style-type: none"> <li>• Site work and podium to begin by June 1, 2024;</li> <li>• Exterior to be materially complete (weather tight) by February 1, 2025;</li> <li>• Overall completion/occupancy Permit - 3 years from the site work and podium start date (June 1, 2027).</li> </ul>
<b>Access</b> to Parking	<p>In terms of the driveway to the public parking lot, there has been cooperation on this for 7-8 years. The Town bought the East End parking area from NS Power and 292 Main Street had an existing easement that was released so we could have titled public access.</p> <p>The access to his parking garage was a key point during the original approval. Best practice is to limit the amount of vehicular access across a busy sidewalk – that was the goal of moving the access to the rear.</p>
<b>Accessibility, Adaptable units and Barrier Free</b> requirements	<p>The existing Building Code States:</p> <ul style="list-style-type: none"> <li>• Dwelling units (apartments) must <b>ALL</b> be made "adaptable" <b>OR</b> 1 in every 20 dwelling units or part thereof must be constructed as barrier-free. <i>NSBCR 3.8.2.1.(6)</i></li> </ul> <p>What was supposed to come into effect January 1, 2024 but has now been delayed by the current Provincial Government was the following:</p>



	<ul style="list-style-type: none"> <li>• <b>ALL</b> dwelling units (apartments) must be made “adaptable” <b>AND</b> at least one barrier-free unit shall be provided where there are between 25 and 45 units. An additional barrier-free unit must be provided for every 20 additional units or part thereof beyond 45. NSBCR 3.8.2.1.(6) &amp; (7)</li> </ul> <p>The Developer has committed to the new/proposed Building Code requirements to enhance the adaptable/barrier free offering in the building and be current with what is coming. This has been added to the DA.</p> <p>In addition, the front courtyard, wall mounted seating benches on the sidewalk, extensive landscaping, ramps and accessible access/ramps on both the east and west of the building all contribute to welcoming people to Wolfville and facilitating access from our parking lot to Main Street.</p>
Will the <b>garbage and utility rooms</b> be sufficient?	Valley Waste and other professionals have been consulted.
Are the <b>commercial tenants</b> going to be OK if this drags on further?	<p>No issue. The Developer has had numerous tenant inquiries and have been firm on their selection criteria. The Developer is seeking complimentary services/businesses to the town. They want local operators, not national operations.</p> <p>The Land Use By-law permits a wide range of commercial uses.</p>
<b>Energy Conservation</b> / Building Envelope	The building design has been modeled numerous times to ensure they meet both the DA requirements and the CMHC financing under their energy efficiency stream.
Comments re: <b>“the look”</b> and what it should be versus what it is. “It doesn’t fit”	This is a subjective topic. The Director of Planning has heard many different views on the design of this building - a range with no overwhelming consensus. The Town has been guided by the design principles in our Design Guidelines,



	<p>multiple reviews from our Design Review Committee, PAC, Council and others.</p> <p>Some feel recreating an early 1900's heritage 'look and feel' is more appropriate and that has certainly been acknowledged throughout this process (more so during the original approval).</p> <p>Our MPS states as a core concept:</p> <p><b>Neighbourhood Character</b> A subjective measure that combines public and private realms and the cumulative impact of all contributors (property, public place, infrastructure) that create a unique character.</p> <p>'Neighbourhood character' and every place change over time.</p>
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## 6) FINANCIAL IMPLICATIONS

Staff have not contacted PVSC for an assessment analysis on this project (tax \$). There will be a significant increase from the existing condition/tax base to the proposed condition/tax base once improvements are completed. Staff time/wages is the primary financial implication to managing this file.

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

Strategic directions from the 2021-2025 Strategic Plan:

- Economic Prosperity
- Social Equity
- Climate Action
- Community Wellness

## 8) COMMUNICATION REQUIREMENTS

Communications will be carried out through the requirements of the MGA for a public hearing and approval of DA amendments (advertising).

## 9) ALTERNATIVES

1. Provide Staff with clear direction for specific changes to the design, before a public hearing is advertised, and bring changes back to another special meeting of Council.

**UPDATED FINAL REQUEST FOR DECISION 063-2023**

Title: 292 Main Street Development Agreement Amendment

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Department: Planning & Economic Development

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2. Do not approve the amendments and provide another alternative to move forward.



# LATITUDE 45° SUITES

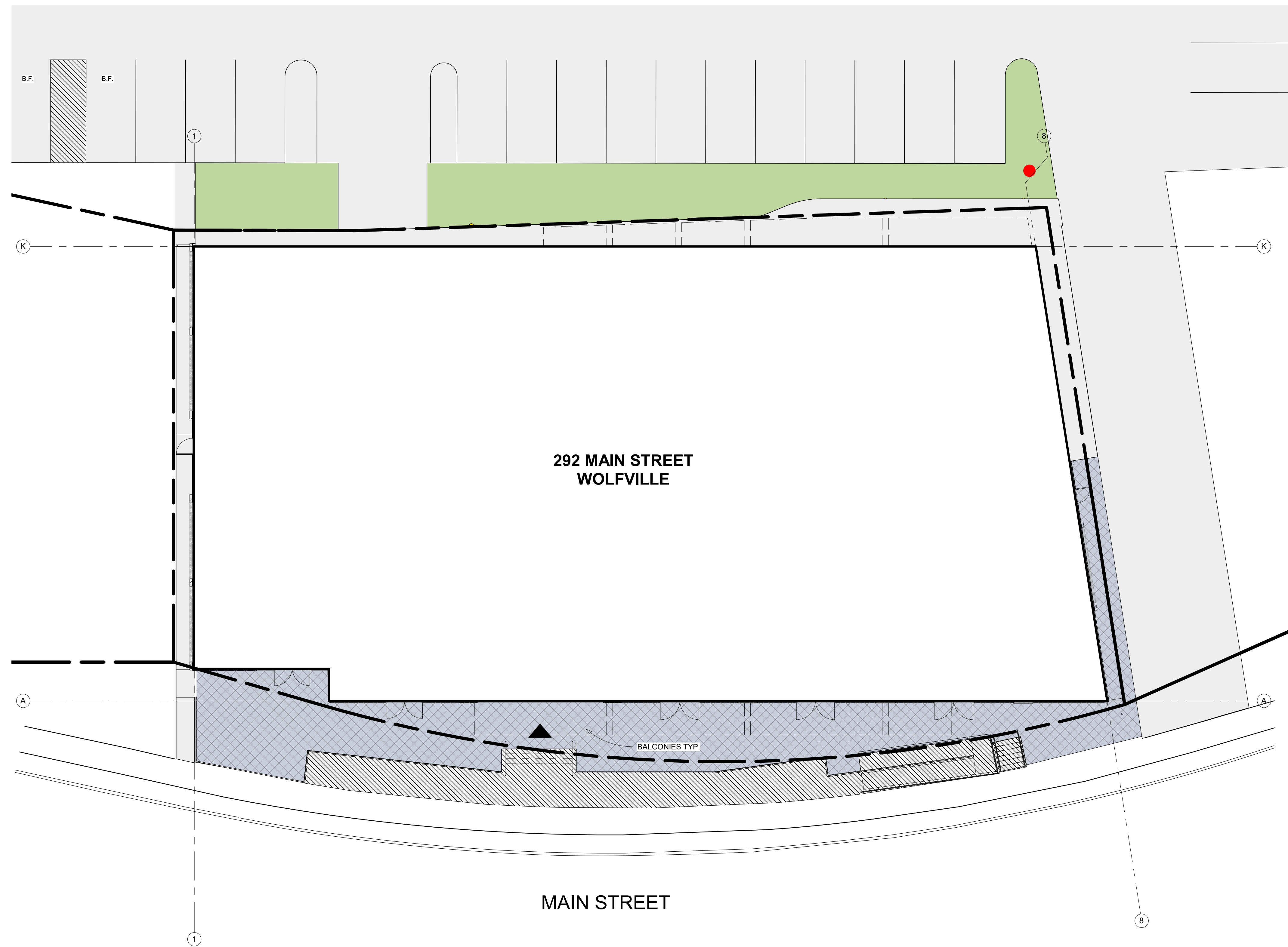
292 MAIN STREET, WOLFVILLE, NS

PLANNING APPROVAL PRESENTATION PACKAGE

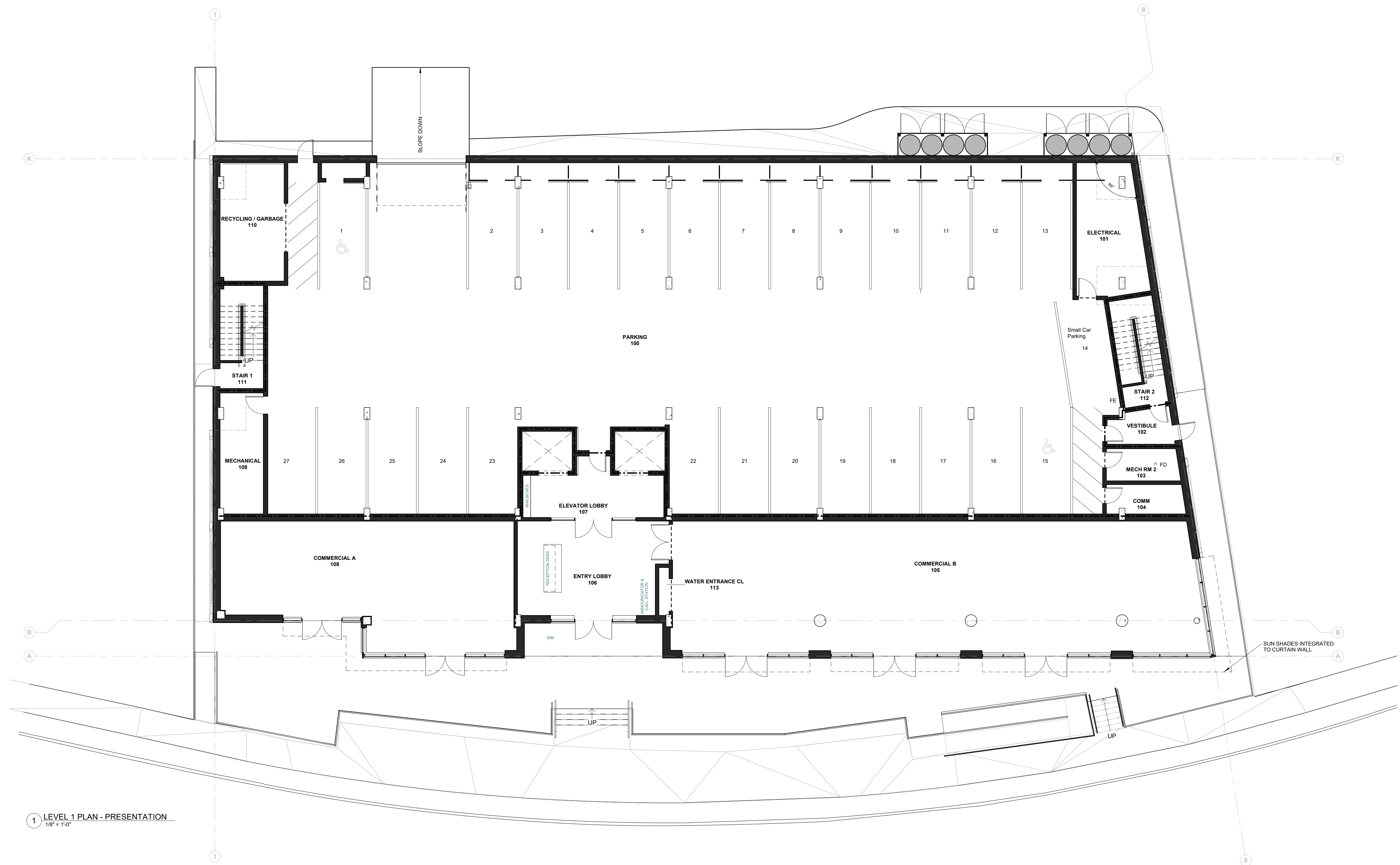
JANUARY 2, 2024



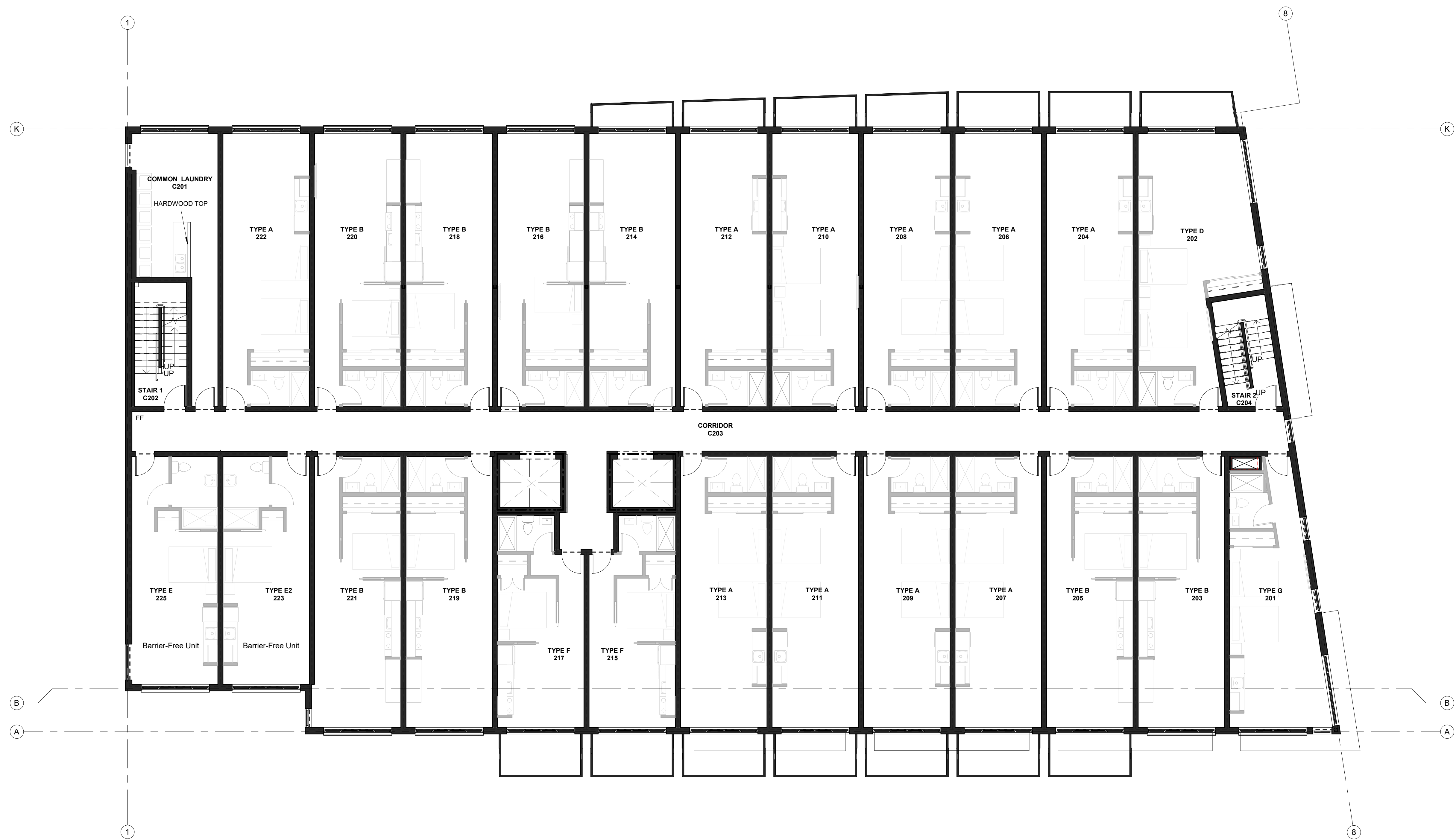




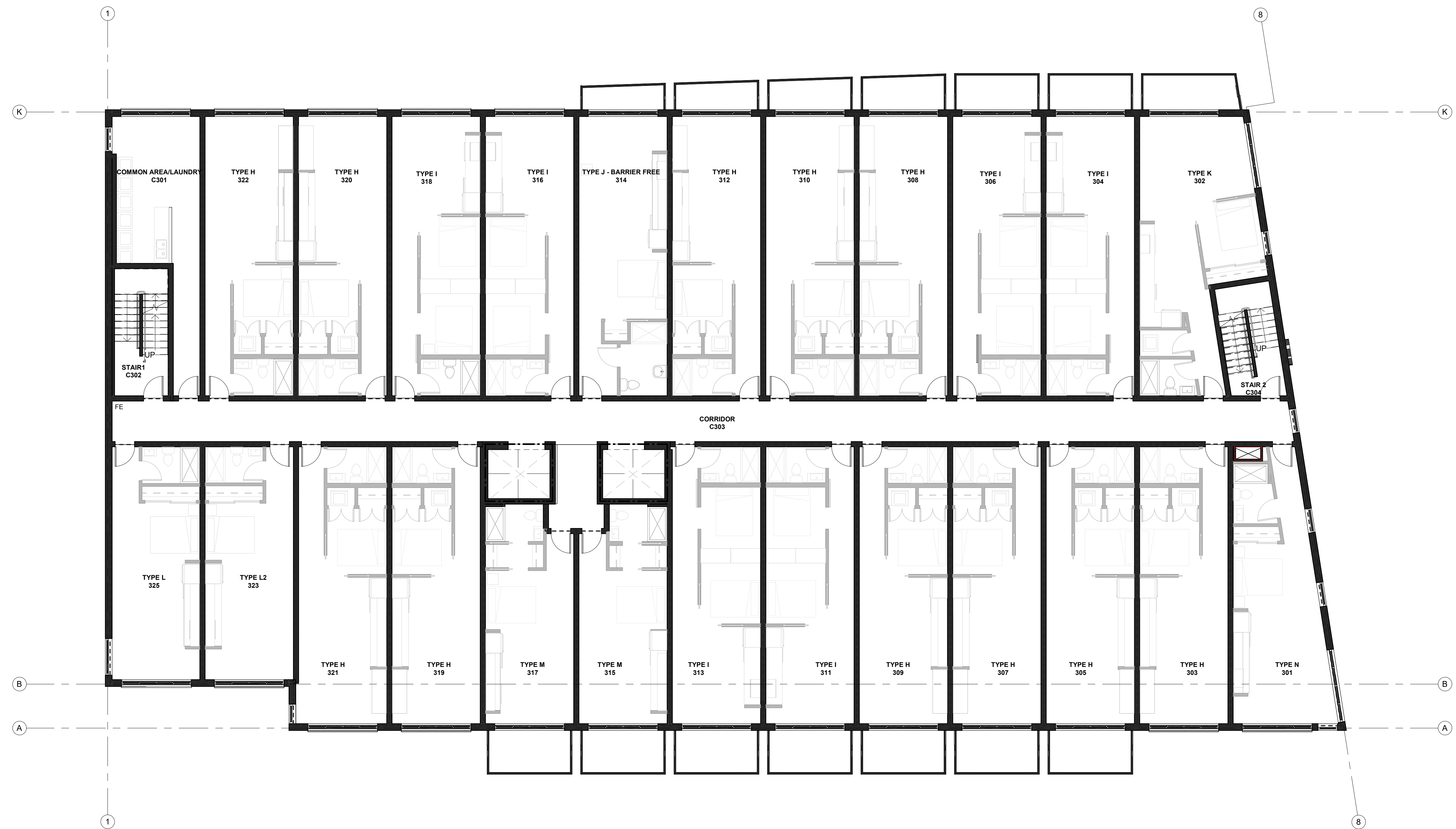
1 SITE PLAN - PRESENTATION  
3/32" = 1'-0"



1 LEVEL 1 PLAN - PRESENTATION  
1/8" = 1'-0"



1 LEVEL 2 PLAN - PRESENTATION  
1/8" = 1'-0"



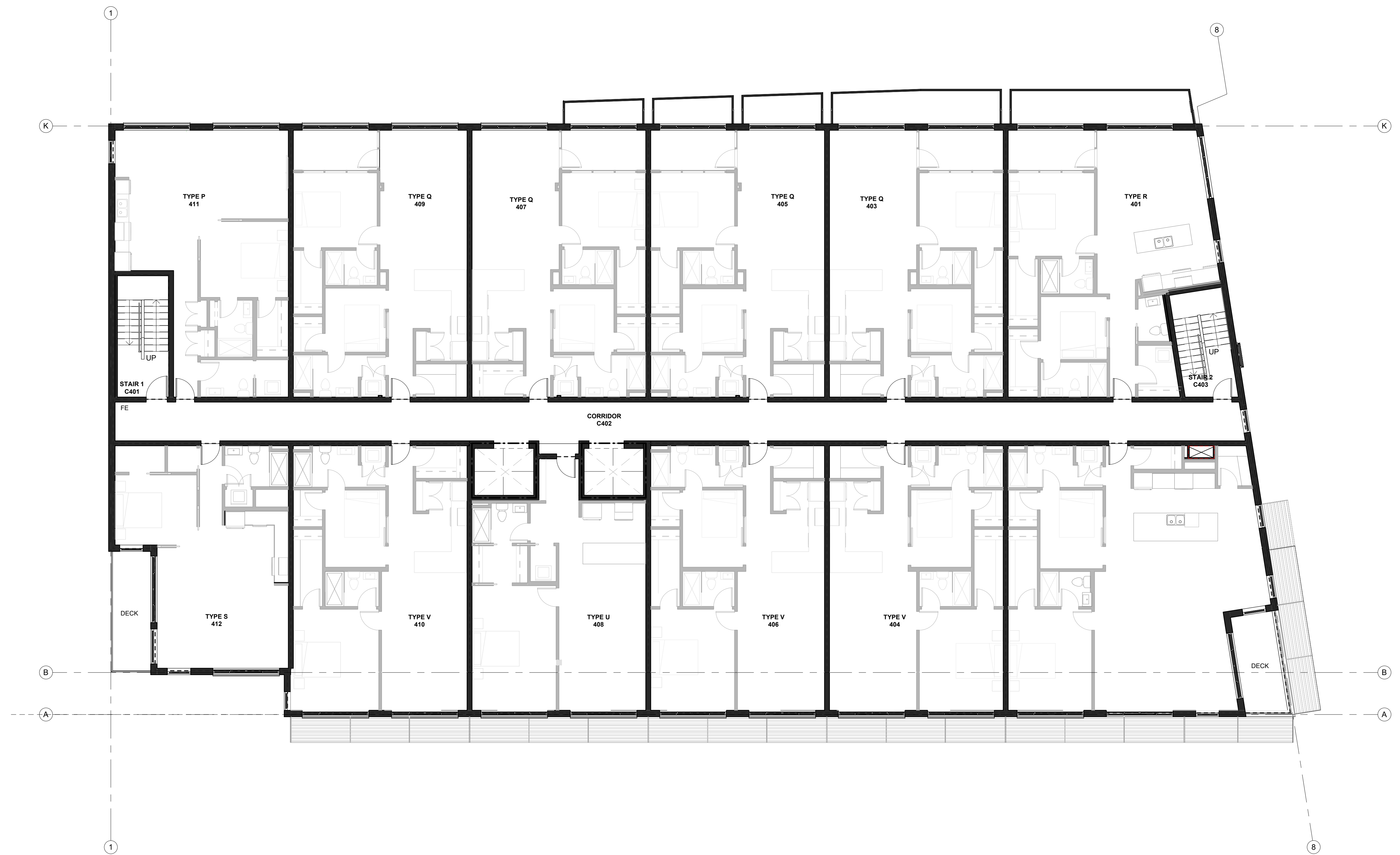
1 LEVEL 3 PLAN - PRESENTATION  
1/8" = 1'-0"

JANUARY 2, 2024

LEVEL 3 PLAN

A-4



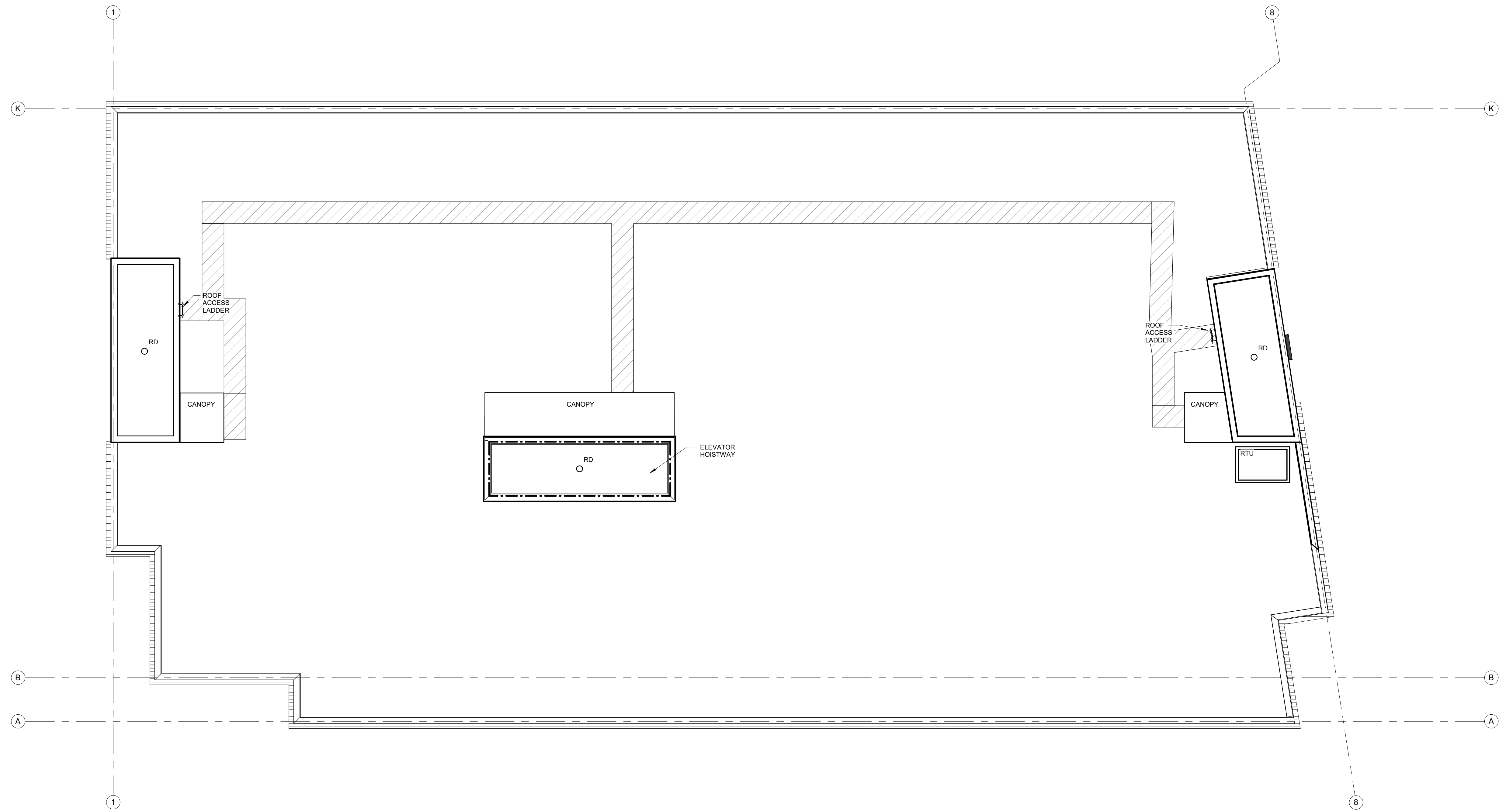


1 LEVEL 4 PLAN - PRESENTATION  
1/8" = 1'-0"

JANUARY 2, 2024

LEVEL 4 PLAN

A-5



1 ROOF PLAN - PRESENTATION  
1/8" = 1'-0"

JANUARY 2, 2024

ROOF PLAN

A-6



1 NORTH ELEVATION - PRESENTATION  
1/8" = 1'-0"

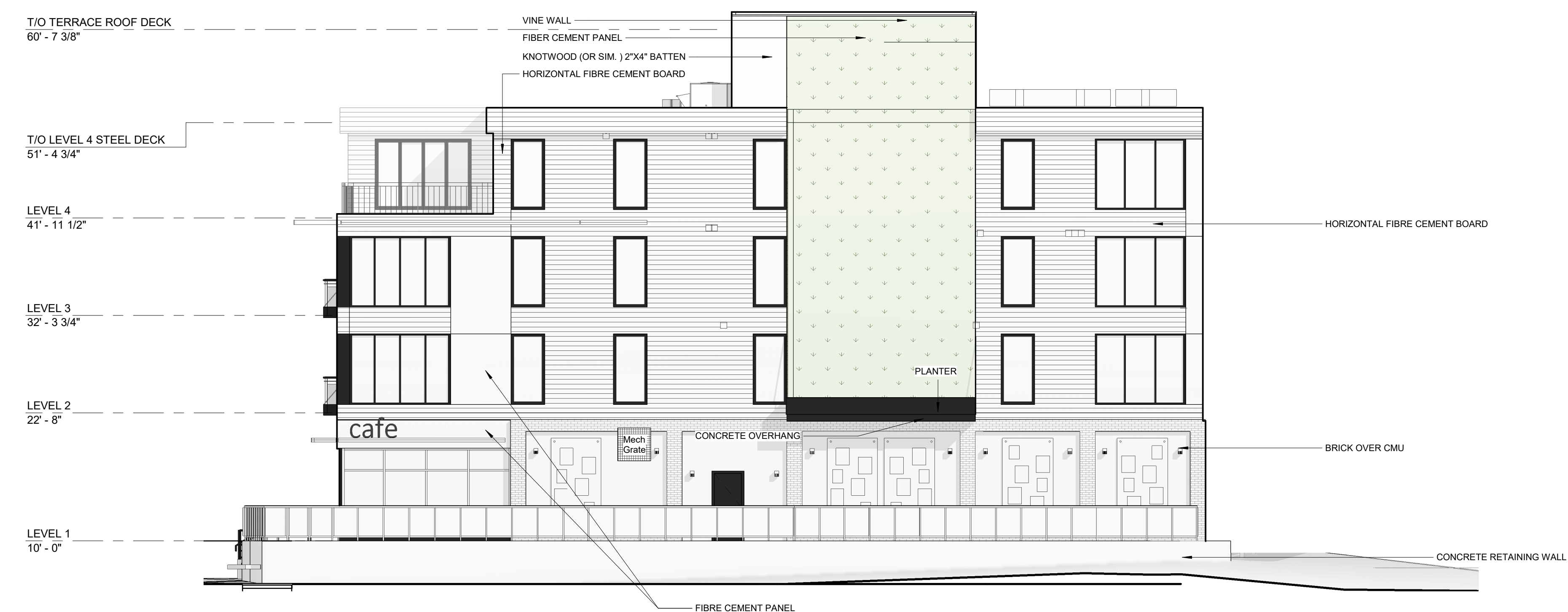


2 SOUTH ELEVATION - PRESENTATION  
1/8" = 1'-0"





1 WEST ELEVATION - PRESENTATION  
1/8" = 1'-0"



2 EAST ELEVATION - PRESENTATION  
1/8" = 1'-0"

JANUARY 2, 2024

ELEVATIONS

A-8



**AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**  
**SUBJECT TO FINAL LEGAL REVIEW**

This **Amending Development Agreement No. 2** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**292 MAIN STREET DEVELOPMENTS LIMITED,**  
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Town and the Developer entered into a Development Agreement dated August 15, 2019, approved by Council on June 18, 2019, and filed at the Land Registry Office in Kentville, Nova Scotia as document number 115068505 (the “Original Development Agreement”) effective September 5, 2019 relating to the use and development of the Lands (PID 55278675) pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville.

AND WHEREAS the Original Development Agreement was amended by an Amending Development Agreement (the “Amending Development Agreement No. 1”) dated August 23, 2023, approved by Council on July 19, 2022, and filed at the Land Registry Office in Kentville, Nova Scotia as document number 121330410, effective September 20, 2022, to amend the timing provisions. The Original Development Agreement, as amended by the Amending Development Agreement No. 1, is referred to as the “Development Agreement” in this Agreement.

AND WHEREAS the Developer has requested that the Development Agreement be further amended as set out in this Amending Development Agreement No. 2.

AND WHEREAS the Town Council of the Town, at its meeting on XXXXXXX, 2024, approved entering into this Amending Development Agreement No. 2 to amend the Development Agreement, subject to the registered owner of the Lands entering into this Amending Development Agreement No. 2;

## **AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**  
**SUBJECT TO FINAL LEGAL REVIEW**

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants made in this Amending Development Agreement No. 2 and other valuable consideration, the Developer and the Town agree to the following terms.

### **1. Background**

The Town approved the Original Development Agreement on July 19, 2019, which permitted the Development subject to certain terms and conditions. The timing provisions in the Original Development Agreement were amended in the Amending Development Agreement No. 1. The Developer has requested revisions to the Development Agreement to include a full fourth storey and removal of the rooftop patio as well as other design and administrative changes. This Amending Development Agreement No. 2 responds to those requests.

### **2. Terms**

- 2.1** Schedule “B” of the Development Agreement – Site Plan/Landscape Plan for the Lands - is replaced with the Site Plan/Landscape Plan attached as Schedule “B” to this Amending Development Agreement No. 2.
- 2.2** Schedule “C” of the Development Agreement - Architectural Design illustrating the required roof line, window treatment and front entry feature for the building - is replaced with the Architectural Design and Elevation drawings attached as Schedule “C” to this Amending Development Agreement No. 2.
- 2.3** Any reference in the Development Agreement to the “Land Use By-law” shall be a reference to the Town of Wolfville Land Use By-Law effective September 3, 2020, as amended June 20, 2023, and as further amended or replaced by Wolfville Town Council under the provisions of the *Municipal Government Act*.
- 2.4** Any reference in the Development Agreement to the “Municipal Planning Strategy” shall be a reference to the Town of Wolfville Municipal Planning Strategy effective September 3, 2020, as amended June 20, 2023, and as further amended or replaced by Wolfville Town Council under the provisions of the *Municipal Government Act*.
- 2.5** The second sentence in paragraph 5.1.4.1 of the Development Agreement is amended to read:

## AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street

NOTE: an updated consolidated DA will be prepared in advance of the public hearing

SUBJECT TO FINAL LEGAL REVIEW

*The streetscaping improvements shall be approved by the Town's Director of Planning and Development and must be completed within one (1) year of the issuance of an occupancy permit.*

**Draft inclusions** to be detailed/legal review before a Public Hearing is advertised (subject to Council direction):

- Public Art contribution - to be updated to better reflect current practice
- Plaza and public benefit - \$50,000 over 5 years (\$10,000/year)
- Remove public rooftop clause
- Timing clause – site work and podium to begin by June 1; Exterior to be materially complete (weather tight) by February 1, 2025; Overall completion by 3 years from the site work and podium start date...
- Adaptable and Barrier Free Units – shall meet new Barrier Free and Adaptable Unit requirements
- 4 Affordable Units provided – 75% of market
- Landscape plan – require a detailed plan to be provided at time of Development Permit
- Outdoor bike parking racks to be provided on the south and north faces, at the Developer's cost, in coordination with the Town.

### 3. Full Agreement

- 3.1** *This Amending Development Agreement No. 2 together with the Original Development Agreement and Amending Development Agreement No. 1 constitute the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.*

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing  
SUBJECT TO FINAL LEGAL REVIEW**

## 4

**AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**

**SUBJECT TO FINAL LEGAL REVIEW**

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 \_\_\_\_\_, 2024, \_\_\_\_\_  
a witness to this agreement came before me, made oath, and swore that **292 MAIN STREET DEVELOPMENTS LIMITED** caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**  
**SUBJECT TO FINAL LEGAL REVIEW**

**Schedule “A”**

Not used. Schedule “A” of the Original Development Agreement is unchanged.

DRAFT

**AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**  
**SUBJECT TO FINAL LEGAL REVIEW**

**Schedule “B” Site/Landscaping Plan**

**\*\*\*\*To be added\*\*\*\***

DRAFT

**AMENDING DEVELOPMENT AGREEMENT NO 2. – 292 Main Street**

**NOTE: an updated consolidated DA will be prepared in advance of the public hearing**  
**SUBJECT TO FINAL LEGAL REVIEW**

**Schedule “C” – Architectural Design**

**\*\*\*\*To be added\*\*\*\***

DRAFT



**DEVELOPMENT AGREEMENT – 292 Main Street**

This **Development Agreement** is made this 15<sup>TH</sup> day of August, 2019.

BETWEEN:

**292 MAIN STREET DEVELOPMENTS LIMITED,**  
(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 55278675) 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 June 18<sup>th</sup>, 2019 approved entering into this Development Agreement to permit the Development 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 Plan/Landscape Plan for the Lands
- Schedule "C" – Architectural Design illustrating the require roof line, window treatment and front entry feature for the building

## DEVELOPMENT AGREEMENT – 292 Main Street

### 2. Definitions

#### 2.1 In this Development Agreement:

“Barrier Free Parking Stall” means the provisions set forth under Section 3.8.2.2 (4) and Section 3.8.2.2(5) under Schedule C within the Nova Scotia Building Code Regulations made under Section 4 of the Building Code Act.

“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 a new main building on the Lands dedicated to mixed use, containing 60 residential dwelling units and commercial space.

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

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

“Effective date” means the date on which this 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 55278675, 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.

## **DEVELOPMENT AGREEMENT – 292 Main Street**

“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 requested approval to build a mixed-use building containing 60 dwelling units and commercial space on the Lands.

### **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.



## **DEVELOPMENT AGREEMENT – 292 Main Street**

### **5.1.2 Land Use**

5.1.2.1 The following uses are permitted:

- (a) Up to 60 residential dwelling units
- (b) Commercial activities as outlined in the Land Use By-Law for areas zoned Central Commercial (C-1).

### **5.1.3 Landscaping & Site Requirements**

5.1.3.1 The Development shall conform to the zone standards of the Land Use By-law, as established in Section 9.2 of the Municipal Planning Strategy except as otherwise established by this Agreement.

5.1.3.2 All Development shall occur on the Lands unless otherwise shown on Schedule "B", site plans.

5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan/Landscape Plan and Specifications of Schedule "B." Landscaping requirements as shown in Schedule "B" may be varied to accommodate minor details, including but not limited to different plant varieties and the location of planting beds.

- (a) A temporary vehicle entrance on the east side of the building is permitted until such time that an access-easement is provided to the vehicle entrance shown on Schedule "B".

5.1.3.4 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.

5.1.3.5 The Developer shall develop and maintain a total of sixty (60) bicycle parking spaces internal to the building

5.1.3.6 The Developer shall develop and maintain a total of twenty-seven (27) parking spaces internal to the building, at least two (2) of which shall be parking spaces reserved for car-share use.

5.1.3.7 The Developer shall ensure a car-sharing service is available to residents of the Development, including at least two (2) vehicles available for hourly or short-term rental, commencing within one (1) year of the issuance of an occupancy permit and continuing for a period of twenty (20) years from the date of commencement.

## DEVELOPMENT AGREEMENT – 292 Main Street

- (a) If the car-sharing service does not commence within one (1) year of the issuance of an occupancy permit, the Developer shall pay to the Town \$100,000 by no later than sixty (60) days after the expiry of one (1) year from the date the occupancy permit is issued.
  - (b) If the car sharing service becomes unavailable to residents of the Development before the expiration of twenty (20) years from the date of commencement, the Developer shall pay \$100,000 to the Town by no later than sixty (60) days after the date the car service becomes unavailable to residents.
  - (c) If the funds described in (a) or (b) above become payable to the Town, it is the Town's intention to use the funds for the purpose of reducing parking issues in the area of the Development.
- 5.1.3.8 The Developer shall pay to the Town \$66,000 cash-in-lieu of additional parking spaces, to be paid prior to the issuance of an occupancy permit.
- 5.1.3.9 The Developer shall, prior to the issuance of an occupancy permit, install a wall which is partially or completely covered with greenery that includes a growing medium, such as soil, water or a substrate, on the eastern exterior side of the Development (the "green wall"), and the Developer shall maintain the green wall in good condition.
  - (a) If the Developer does not complete construction of the green wall prior to the issuance of an occupancy permit, the Developer shall pay \$100,000 to the Town prior to the issuance of an occupancy permit.
  - (b) If the funds described in (a) become payable to the Town, it is the Town's intention to use the funds for the purpose of improving park areas in the area of the Development.
- 5.1.3.10 The Developer shall ensure the Development is at least 35% more energy efficient than National Building Code standards, as confirmed by Efficiency Nova Scotia prior to the issuance of an occupancy permit.
  - (a) If the Development is not confirmed by Efficiency Nova Scotia to be at least 35% more efficient than National Building Code

## DEVELOPMENT AGREEMENT – 292 Main Street

standards prior to the issuance of an occupancy permit, the Developer shall, prior to the issuance of an occupancy permit, pay to the Town an amount calculated as follows, to a maximum of \$100,000:

Amount payable to Town = \$100,000 minus (\$2,857 multiplied by the percentage by which the Development is more energy efficient than National Building Code standards)

Example: If the Development is 17% more efficient than National Building Code standards, the amount payable would be \$51,431:

$$\$100,000 \text{ minus } (\$2,857 \times 17) = \$51,431$$

- (b) If the funds described in (a) become payable to the Town, it is the Town's intention to use the funds for the purpose of reducing energy use within the Town of Wolfville.

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

5.1.3.12 The Developer shall provide proof of floodproofing to 12m geodetic elevation from a qualified professional.

### 5.1.4 Amenities

5.1.4.1 The Developer shall provide streetscaping improvements along Main Street, including those improvements outlined in Schedule "B", estimated at least \$150,000 in value. The streetscaping improvements shall approved by the Town's Director of Parks and must be completed within one (1) year of the issuance of an occupancy permit.

- (a) If the Developer does not complete the streetscaping improvements described above within one (1) year of the issuance of an occupancy permit, the Town may enter the Lands and complete the streetscaping improvements at the expense of the Developer, or, at the Town's option, the



## **DEVELOPMENT AGREEMENT – 292 Main Street**

Developer shall pay to the Town \$150,000, to be paid no later than one (1) year after the issuance of an occupancy permit.

- (b) If the funds described in (a) become payable to the Town, it is the Town's intention to use the funds for the purpose of making streetscaping improvements.

5.1.4.2 The Developer shall provide public access to a rooftop patio on the Development at no cost to the public.

5.1.4.3 The Developer shall provide at \$100,000 to the Town over a maximum of 20 years, which the Town shall use for public art located at or in the general area of 292 Main Street. The Developer must pay a minimum of \$5,000 annually and can pay up to the entire outstanding balance owing at any time. The Developer shall make the first payment of \$5,000 to the Town prior to the issuance of an occupancy permit and shall make subsequent payments by no later than December 31 of each calendar year after the year in which the occupancy permit is issued. The Town shall use the first payment of \$5,000 for murals on the north face of 292 Main Street, and the remainder of the payments shall be used for art on or in the area of 292 Main Street.

- The Developer shall have the opportunity to veto decisions regarding the placement of public art using the funds provided within this clause, subject to Town of Wolfville policies
- The Developer shall be recognized for its contribution to art produced using these funds if the art is not located on 292 Main Street

### **5.1.5 Municipal Services**

5.1.5.1 The parties agree that municipal sanitary sewer and water services are available in the street on Main Street. All costs to connect the new building (as shown on Schedule "B") to these services are the responsibility of the Developer.

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



## **DEVELOPMENT AGREEMENT – 292 Main Street**

### **5.1.6 Refuse Storage and Utility Equipment**

- 5.1.6.1 Refuse, compost, recyclables, and other similar matters shall be stored within the building(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.
- 5.1.6.2 Containers referenced in 5.1.6.1 shall be located so that they are visually screened.
- 5.1.6.3 Utility equipment such as mechanical and electrical equipment shall be visually screened by fencing or landscaping.

### **5.1.7 General Maintenance and Operation**

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

### **5.1.8 Architecture**

- 5.1.8.1 The developer shall build the one (1) new mixed-use building with roof lines, windows and front entry as illustrated in Schedule "C", Architectural Design.

### **5.1.9 Timing**

- 5.1.9.1 This Development Agreement shall be deemed to be entered into on the day the Agreement is registered in the registry as per section 228(3) of the MGA. All time requirements imposed in this Development Agreement shall be calculated from that date unless otherwise specified.
- 5.1.9.2 Development enabled by this Agreement, for the Lands on PID 55278675, 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.
- 5.1.9.3 Within 1 year of the issuance of the occupancy permit for the Development, all landscaping required by this Agreement shall be completed.

## **DEVELOPMENT AGREEMENT – 292 Main Street**

### **5.1.10 Amendment**

- 5.1.10.1 With the exception of matters which the Town and the Developer do not consider to be substantive, the amendment of any other matter in this Development Agreement can only be made under the provisions of Section 230 of the MGA, including the holding of a Public Hearing.
- 5.1.10.2 Following are matters in this Development Agreement which the Town and the Developer do not consider to be substantive:
  - (a) The timing requirements for completion imposed by section 5.1.9.2.

### **5.1.11 Expenses**

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

### **5.1.12 Liability**

- 5.1.12.1 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 ensure the responsibilities which the Developer is assuming in this section.

### **5.1.13 Default**

- 5.1.13.1 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.
  - (a) 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 first lien upon the Lands. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged

## **DEVELOPMENT AGREEMENT – 292 Main Street**

by the Town for tax arrears on the outstanding balance from time to time. Such interest costs shall be treated as an expense.

5.1.13.2 If the Developer breaches any of the terms of this Development Agreement, the Town, at its sole option, may:

- (a) Terminate this Development Agreement;
- (b) Exercise one or more of its other rights under this Development Agreement, applicable legislation and Town by-laws, or common law; or,
- (c) Take no action.

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

5.1.13.4 Any expenses incurred by the Town in exercising its rights under sections 5.1.13.1(a) or 5.1.13.2, or either of them, shall be paid by the Developer to the Town.

### **5.1.14 Administration**

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

## **6. Warranties by the Developer**

### **6.1 Title and Authority**

6.1.1 The Developer warrants as follows:

6.1.1.1 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.

## **DEVELOPMENT AGREEMENT – 292 Main Street**

6.1.1.2 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:

and if to 292 Main Street Developments:

292 Main Street Developments Limited  
c/o Stephen Ling, Agent for 292 Main Street Developments Limited  
Landry McGillivray, Barristers and Solicitors  
Suite 300, 33 Ochterloney St.  
Dartmouth, NS  
B2Y 4P5

### **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.



**DEVELOPMENT AGREEMENT – 292 Main Street**

**10. Binding Effect**

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

**11. Execution**

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

SIGNED, SEALED AND DELIVERED

In the presence of:

V. Pearson.

Witness

TOWN OF WOLFVILLE

By

[Signature]  
MAYOR

By

[Signature]  
TOWN CLERK

SIGNED, SEALED AND DELIVERED

In the presence of:

[Signature]

Witness

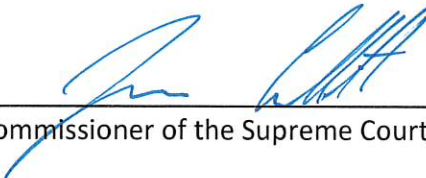
By

[Signature]  
292 MAIN STREET DEVELOPMENTS LIMITED

**DEVELOPMENT AGREEMENT – 292 Main Street**

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

I certify that on 15 August, 2019, Vanessa Pearson  
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

**JAMES COLLICUTT**  
A Commissioner of the  
Supreme Court of Nova Scotia

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

I certify that on 8 August, 2019, Marianne Gates  
a witness to this agreement came before me, made oath, and swore that **292 MAIN STREET DEVELOPMENTS LIMITED** caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

  
A Commissioner of the Supreme Court of Nova Scotia

**JAMES COLLICUTT**  
A Commissioner of the  
Supreme Court of Nova Scotia

## **DEVELOPMENT AGREEMENT – 292 Main Street**

### **Schedule “A” – Parcel Description**

All that certain lot, piece or parcel of land as shown on plan of survey No. R-1-2008-095 prepared by Cyr Surveys Limited, dated July 4, 2008, situated at Wolfville, Kings County, Nova Scotia, more particularly bounded and described as follows:

Beginning at a survey marker on the northern boundary of Main Street, at the southeast corner of land conveyed to Oulton Investments Limited (PID No. 55278683) being north seventy-four degrees thirty-three minutes thirty-two seconds east a distance of 250.83 feet from Nova Scotia Control Monument 8371;

Thence north eight degrees sixteen minutes twenty-two seconds west following the eastern boundary of said land conveyed to Oulton Investments Limited a distance of 60.51 feet to a survey marker at the northeast corner of said land conveyed to Oulton Investments Limited;

Thence north sixty-eight degrees forty-three minutes fifty-five seconds west following the northern boundary of said land conveyed to Oulton Investments Limited a distance of 29.53 feet to a survey marker on the southern boundary of land conveyed to Nova Scotia Power Inc. (PID No. 55278667);

Thence north eighty-two degrees six minutes forty-four seconds east following the said southern boundary of land conveyed to Nova Scotia Power Inc. a distance of 25.66 feet to an iron bar;

Thence continuing along the said southern boundary of land conveyed to Nova Scotia Power Inc. north eighty-one degrees fifty minutes thirty-three seconds east a distance of 33.28 feet to a survey marker;

Thence continuing along the said southern boundary of land conveyed to Nova Scotia Power Inc. north seventy-nine degrees fifty minutes forty seconds east a distance of 128.13 feet to a survey marker;

Thence south seventeen degrees eleven minutes twenty-two seconds east following the western boundary of said land conveyed to Nova Scotia Power Inc. a distance of 75.05 feet to a survey marker on the said northern boundary of Main Street;

Thence south seventy-nine degrees thirty-nine minutes fifty-six seconds west following the said northern boundary of Main Street a distance of 140.03 feet to a survey marker;

Thence continuing along the said northern boundary of Main Street south eighty-one degrees fifty-eight minutes thirty-eight seconds west a distance of 33.00 feet to the Point of Beginning.

Together with a right-of-way at all times and for all purposes for the Grantee its servants and all persons authorized by it or them over that portion of land described as follows:

## **DEVELOPMENT AGREEMENT – 292 Main Street**

Commencing at the southeastern corner of the above described lot;

Thence easterly along Main Street fifteen feet;

Thence northerly parallel with the last boundary of the above described lot seventy-five feet;

Thence westerly fifteen feet to the northeast corner of above described lot;

Thence southerly along the east line of said lot to the place of beginning;

Subject to a right-of-way in common with the Grantee for persons, animals and vehicles over and along that portion of the above described lands, described as follows:

Commencing at the southeastern corner of the described lot on Main Street;

Thence westerly along Main Street ten feet;

Thence northerly and parallel with the east line seventy-five feet;

Thence easterly along the north boundary ten feet;

Thence southerly along the eastern boundary seventy-five feet to the place of beginning.

Containing an area of 12,684 square feet.

Bearings are referred to the Nova Scotia 3 degrees Modified Transverse Mercator Grid, Zone 5, Central Meridian 64 degrees 30 minutes West.

AND ALSO Parcel R as shown on registered plan no. 108704496 recorded in the Land Registration Office for Kings County.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2016

Plan or Document Number: 108704496

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan



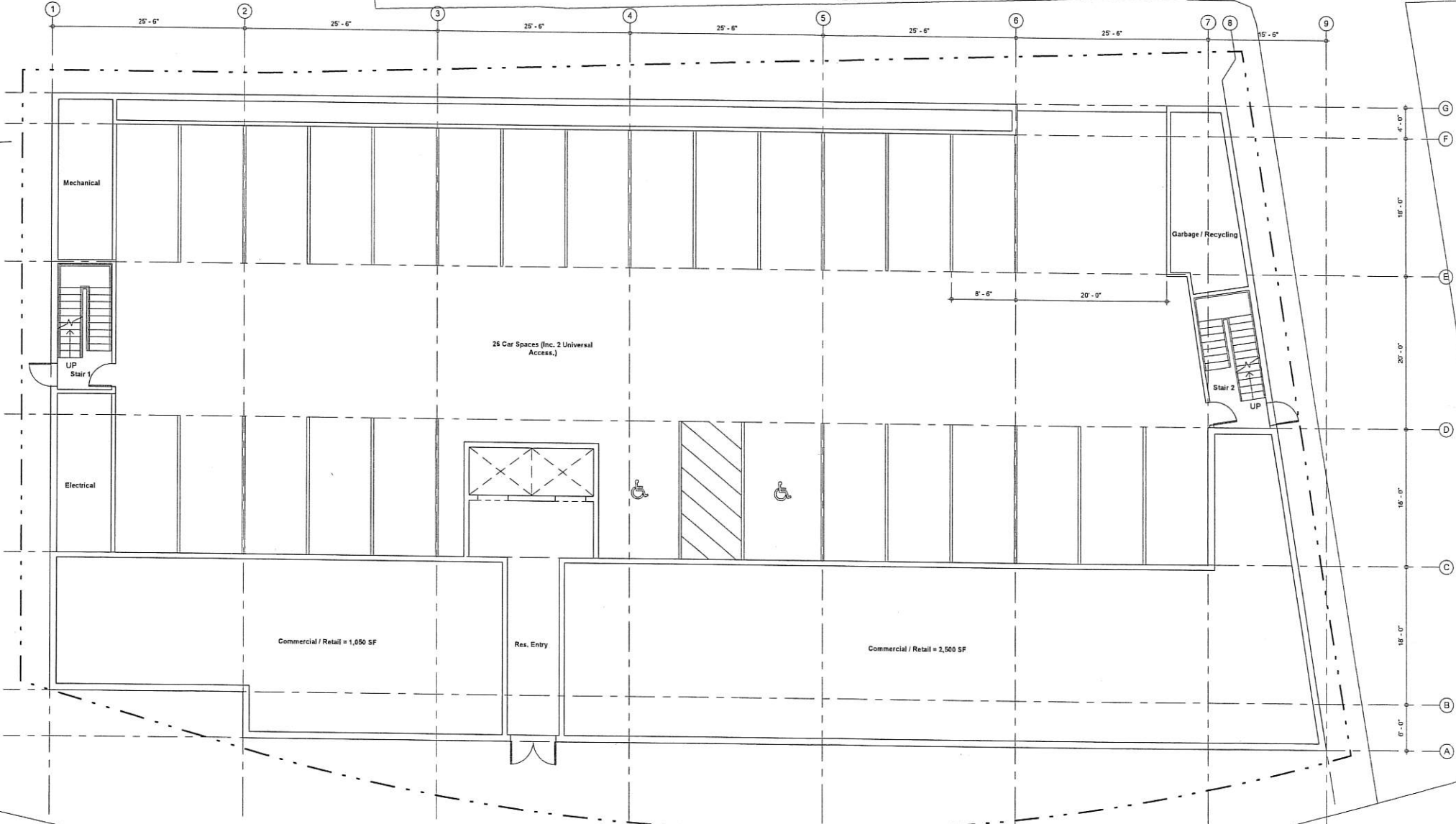
# Schedule "B"

## Site / Landscape Plan

As approved by Council 18 June 2019

ASPHALT PARKING LOT

EDGE OF ASPHALT



1660 Hollis Street, Suite 1101  
Halifax, Nova Scotia B3J 1V7  
t.902.404.8383 f.902.404.8368  
email - info@TEALarchitects.com

Consultants:

Stamp:

Plan North:



Project Name:

292 Main Street

City:

Province:

Client:

DO NOT SCALE DRAWINGS. ALL DIMENSIONS TO BE VERIFIED ON SITE IN THE ABSENCE OF DIMENSIONS, OR IF DISCREPANCIES EXIST, CONSULT ARCHITECT. ALL MINIMAL DIMENSIONS SHALL COMPLY WITH THE NATIONAL BUILDING CODE AND LOCAL AUTHORITIES HAVING JURISDICTION. THE USE OF THIS DRAWING SHALL BE GOVERNED BY STANDARD COPYRIGHT LAW AS GENERALLY ACCEPTED IN ARCHITECTURAL PRACTICE.

MARK	DATE	DESCRIPTION
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### REVISION SCHEDULE

Date (yyyy-mm-dd): 2019-05-08

Project No.: 2016-008 292 Main Street

Drawn By: JE

Checked By:

Approved By:

Copyright:

Sheet Title:

Level 1 Floor Plan

Sheet No.:

A101

1 Level 1  
1/8" = 1'-0"

5%  
Ramp

5%  
Ramp

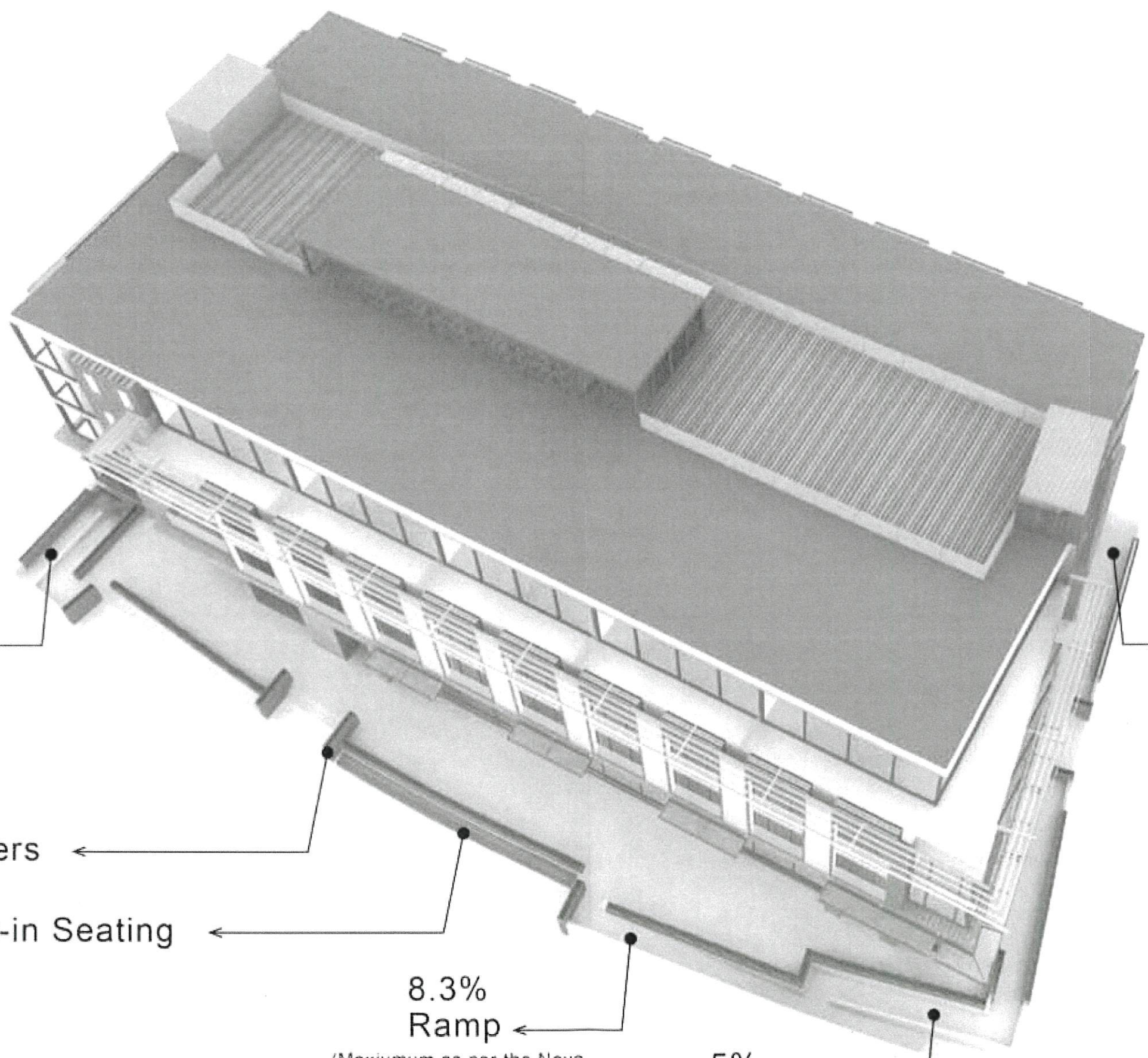
Planters

Built-in Seating

8.3%  
Ramp

(Maximum as per the Nova  
Scotia Building Code)

5%  
Ramp

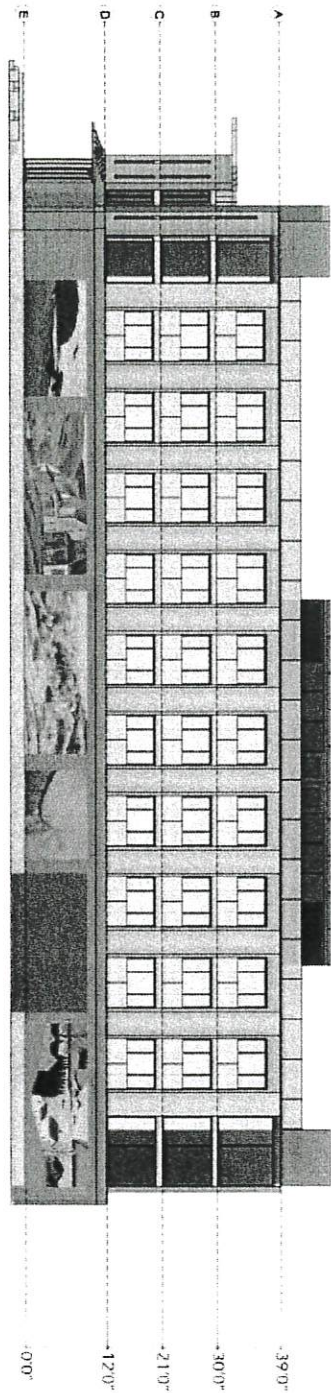




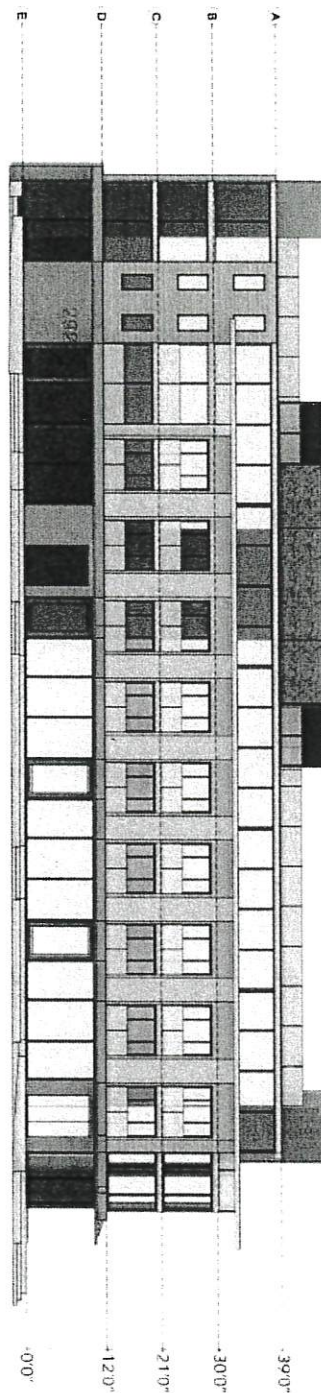
DEVELOPMENT AGREEMENT – 292 Main Street

Schedule "C" – Architectural Design

North Elevation

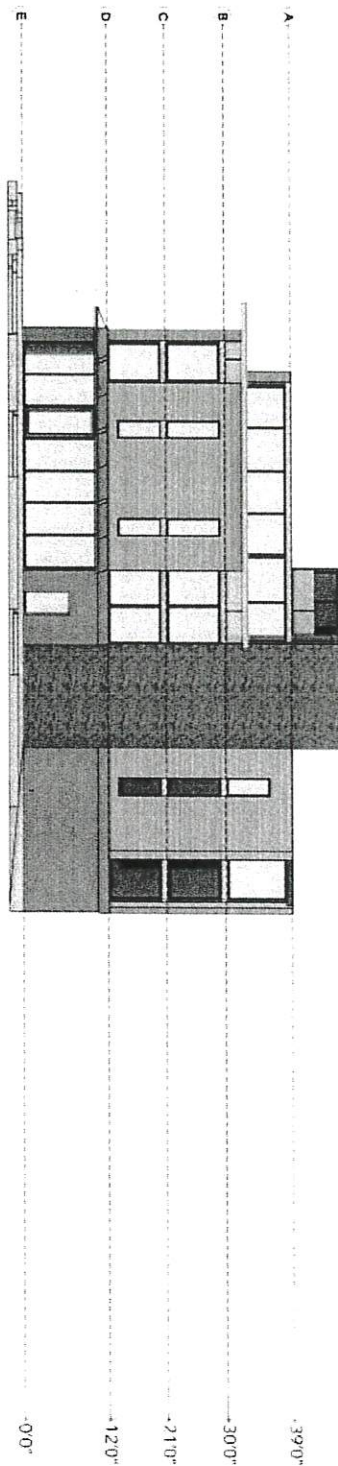


South Elevation



# DEVELOPMENT AGREEMENT – 292 Main Street

East Elevation



West Elevation

