



# Town Council Meeting

May 19, 2026

6:30 p.m.

Council Chambers, Town Hall  
359 Main Street

## Agenda

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### Call to Order

### Land Acknowledgement and Recognition of Historic Contributions

#### 1. Approval of Agenda

#### 2. Approval of Minutes

- a. Town Council Meeting, April 21, 2026
- b. Town Council In Camera Meeting, April 21, 2026

#### 3. Declaration of Conflicts of Interest

#### 4. Community Events, Occasions & Acknowledgements

*Mayor & councillors may recognize recent or upcoming events, occasions & acknowledgements that are of interest to the Town and residents*

#### 5. Public Input

##### PLEASE NOTE:

- *Reminder to all speakers that the Town conducts its business with the seven sacred teachings in mind, truth, honesty, love, courage, respect, wisdom and humility.*
- *Members of the public participating in public input sessions will conduct themselves in a manner that is respectful to the public, council and staff. Should this not occur, the Chair will advise them to end their questions and/or comments immediately.*
- *You have up to 5 minutes to provide input to be directed to the Chair.*
- *Responses will be provided after the meeting either via email or in person and may be included in a future report.*

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*Lead with care, creativity and purpose – honour our past, enrich our present, and shape a resilient future.*



- *Any input that relates to personnel, current or potential litigation issues, or planning issues for which a public hearing has already occurred, but no decision has been made by Council, will not be responded to.*

**6. Motions/Recommendations from Committee of the Whole, May 5, 2026:**

- RFD 026-2026: Records Management Policy #120-013 Amendments
- RFD 021-2026: Dog Control Bylaw Amendments
- RFD 033-2026: Earnscliffe Ave Budget Increase & Tender Award
- RFD 036-2026: Valley Waste Debt Guarantee 2026/27
- RFD 035-2026: Strategic Partnership Program Grant Review

**7. Motions/Recommendations from Public Hearing, May 19, 2026:**

- RFD 032-2026: Development Agreement 2026-001 – Hillside Avenue Multi-unit Building, Student Housing Nova Scotia

**8. Regular Meeting Adjourned**



## Strategic Priorities At-A-Glance

**Fiscal Responsibility:** *Ensure organizational sustainability and deliver public services using sound financial decision-making, through:*

- 1) Asset Management: Collect accurate and timely data to make informed decisions that inspire trust and confidence.
- 2) Community Focus: Make Investments in public services reflective of community need.
- 3) Financial Planning and Management: Collect, administer, and manage funds in a transparent manner.

**Prosperous Economy:** *Foster a diverse and resilient local economy that supports entrepreneurship, innovation, sustainable development, and contributes to a vibrant community, through:*

- 1) Holistic Planning: Municipal Planning Strategy and development processes that enables investment, foster multiple and complementary uses of property, and supports a growing population.
- 2) Partnerships: Foster partnerships that promote Wolfville and create value.
- 1) Placemaking for a Vibrant Community: Enhancing public spaces to support community connections.
- 2) Event Attraction: Positioning Wolfville as an inclusive, supportive partner for events

**Inclusive Community:** *Build a safe and inclusive community and be a leader in meaningful engagement, through:*

- 1) Inclusivity: Nurture a sense of belonging for all.
- 2) Engagement: Listen and provide opportunities for the community to participate.
- 3) Safety: Keep our community safe and supported with our partners.

**Sustainable Environment:** *Lead climate action through integrated mobility and environmental protection, through:*

- 1) Climate Action: Reduce emissions and prepare for the impacts of climate change.
- 2) Environmental Protection: Protect and sustain our natural assets and biodiversity.
- 3) Mitigating emissions: Lead and influence through programs and education.
- 4) Integrated Mobility: Determine alternative options for moving around the Town for all ages and abilities.

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## **Land Acknowledgement**

The Town of Wolfville acknowledges that we are located in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

As a town committed to reconciliation and respectful governance, we ask that all who live, work, and gather here do so with the Seven Sacred Teachings in mind: Truth, Honesty, Love, Courage, Respect, Wisdom, and Humility.

These teachings guide us in building a community rooted in understanding, fairness, care for one another, and for the land.

Please pause for a moment of reflection - How can we be good guests on this land?

## **Recognition of historic contributions**

We also acknowledge the histories, contributions and legacies of the African Nova Scotian people who have shared these lands for over 400 years, and we acknowledge the shared ancestry of all people of African descent in Nova Scotia.

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## REQUEST FOR DECISION 026-2026

Title: Records Management Policy Amendments #120-013

Date: 2026-05-05

Prepared by: Mitchell Miller, Student Intern

Contributors: Laura Yaroshevskaya, Administrative Assistant

Laura Morrison, Town Clerk and Manager of Administration

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## SUMMARY

### Records Management Policy Amendments #120-013

The purpose of this Request for Decision is to recommend the approval of the amended Records Management Policy #120-013 (see attached). The amendments made to the Records Management Policy are administrative in nature and have been done to modernize and update the changing staff role and responsibility in managing and maintaining Town records.

Amendments include the Association of Municipal Administrators Nova Scotia (AMANS) Records Manual update to its fourth edition, updating the Designated Officer and further clarification of the role.

### DRAFT MOTION:

That Council approve the amended Records Management Policy #120-013, as attached to RFD 026-2026.

## REQUEST FOR DECISION 026-2026

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Date: 2026-05-05

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Laura Morrison, Town Clerk and Manager of Administration

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### 1) CAO COMMENTS

The CAO supports the recommendation of Staff.

### 2) LEGISLATIVE AUTHORITY

- Municipal Government Act
- Freedom of Information and Protection of Privacy Act
- Public Archives Act

### 3) STAFF RECOMMENDATION

That Council adopts the amended Records Management Policy No. 120-013.

### 4) REFERENCES AND ATTACHMENTS

- Revised Records Management Policy #120-013 (Attached)

### 5) DISCUSSION

The Records Management Policy #120-013 is due for review. The changes made clarify and modernize the policy as follows:

- Utilization of the updated Association of Municipal Administrators Nova Scotia Records Manual 4<sup>th</sup> edition.
- Changing the Designated Officer from the Director of Corporate Services to the Town Clerk.
- Allowing the Designated Officer to delegate work with regard to the policy's scope to other Town staff.

The updated policy is reflective of the standard practices for records management policies around the province of Nova Scotia.

### 6) FINANCIAL IMPLICATIONS

None

### 7) REFERENCES TO COUNCIL STRATEGIC PLAN

None

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### 8) COMMUNICATION REQUIREMENTS

The updated policy will be published on the Town website.

### 9) ALTERNATIVES

Council may choose not to approve the policy and request further amendments. Council may defer approval pending additional review.



## POLICY

# Records Management

<b>Records Management</b>	
<b>Policy No.</b> 120-013	<b>Supersedes Policy Number</b> 1221-24
<b>Effective Date</b> 2015-10-20 Amended:	<b>Approved By Council (Motion Number)</b> 26-10-15

### 1.0 Purpose

The purpose of this policy is to establish a Records Management Policy for the Town of Wolfville and as outlined in section 34 of the *Municipal Government Act*, to provide guidance with respect to the disposal of the Town of Wolfville municipal documents to ensure:

- Municipal documents/records are, as a minimum, retained for the length of time as outlined in the AMANS Records Management Manual;
- Limited space and/or dollar resources are not unnecessarily utilized for archiving historical records; and
- That records are managed in a way that supports the efficient and effective functioning of the Town of Wolfville.

### 2.0 Scope

This Policy covers all records created and received by the Town of Wolfville. Its provisions extend to all staff conducting business on behalf of the Town.

### 3.0 References

- 3.1 [Freedom of Information and Protection of Privacy Act](#)
- ~~3.2 [Government Records Act](#)~~
- 3.3 [Public Archives Act](#)
- 3.4 [Municipal Government Act \(MGA\), Section 34](#)
- 3.5 AMANS Records Management Manual, ~~Second Edition, 2013~~ **Fourth Edition, 2025**

### 4.0 Definitions

- 4.1 **AMANS** is the Association of Municipal Administrators Nova Scotia
- 4.2 **Council** means the council of the Town of Wolfville.
- 4.3 **Designated Officer** means the person designated and authorized by the Chief Administrative Officer of the Town of Wolfville to act on behalf of the Town of Wolfville to manage and maintain the Records Management System **and all the records therein,**



## POLICY

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and for providing access to employees. For the Town of Wolfville, the Designated Officer is the ~~Director of Corporate Services~~ **Town Clerk**.

- 4.4 **Manual** means the AMANS Records Management Manual, ~~second edition~~ **fourth edition**, as amended from time to time.
- 4.5 **Record** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.
- 4.6 **Records Management System** means an electronic or paper-based system used by the Town of Wolfville to manage the **Town** records of the Town of Wolfville from record creation ~~through~~ to record disposal.
- 4.7 **Records Retention and Disposition Schedule** refers to the Manual's system for classification of all records which explains how long to retain them from creation or received date, until they are eventually destroyed or archived.
- 4.8 **The Town** refers to the Town of Wolfville.

### 5.0 Policy

#### 5.1 Records Management System Established

The Records Management System of the Town of Wolfville is established and authorized from the effective date of this Policy.

#### 5.2 Compliance with Records Management System

All records in the custody and control of the employees of the Town of Wolfville are the property of the Town of Wolfville. All records of the Town of Wolfville must comply with the Records Management System and this policy. All employees and management of the Town of Wolfville must comply with this policy.

#### 5.3 Designated Officer

**The Designated Officer is responsible for the management and maintenance of the Records Management System and will delegate aspects of their responsibilities to other appropriate Town staff, as deemed necessary.**

#### 5.4 Adoption of the Manual

The Designated Officer is authorized to adopt and maintain the Manual as part of the Records Management System. All records of the Town of Wolfville must be created, accessed, maintained and disposed of only as provided by the Manual. The Manual includes a Records Retention and Disposition Schedule that prescribes the period of time that records are kept to meet the operational, legal, regulatory, financial or other requirements of the Town of Wolfville. The Records Retention Schedule also provides instructions as to the manner and time of the disposition of the record.



## POLICY

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### 5.5 Integrity and Authenticity Maintained

The Records Management System must maintain the integrity and authenticity of records made or kept in the usual and ordinary course of business.

### 5.6 Authorization to Amend the Manual that is in use

The Town Clerk of Wolfville is authorized to amend this policy to update the Manual edition that is being utilized to the most recent version of the Manual.

### 5.7 Disposal ~~by Designated Officer~~

The Designated Officer, determines that the retention period for a given record allows the record to be destroyed or otherwise disposed of in accordance with the instructions outlined in the Records Retention and Disposition Schedule and in consultation with stakeholders within the organization as detailed below:

5.7.1 Annually, the Town will dispose of records no longer required to be maintained by policy and/or law. Disposal will be carried out by way of shredding paper documents and effective deletion/destruction of electronic records;

5.7.2 The following documents shall not be disposed/destroyed:

- Minutes of Council, Committee of Council, Advisory Committees of Council, any committee/commission appointed by Council, and any resolution of Council;
- Town By-laws and policies;
- Assessment rolls

5.7.3 The destruction actions must always be authorized, allowing for staff to intercede if specific issues such as a government investigation, audit, freedom of information access request, litigation or legal claim require that destruction must be halted.

5.7.4 Where records are subject to an actual or pending investigation, audit, access request, litigation, or legal claim, destruction shall be suspended and a legal hold process shall be implemented in accordance with established procedures.

5.7.5 Records destruction should be undertaken in a manner that preserves the confidentiality of records, including the privacy of information about individuals;

5.7.6 All copies of records that are authorized for destruction, including security, preservation and backup copies, should be destroyed as soon as reasonably possible.

5.7.7 Records will be maintained electronically to document the destruction actions.

5.7.8 Records that are required by an enactment to be kept, and all minutes, by-laws, policies and resolution of Council shall not be destroyed.

### 5.8 Policy Review

The policy will be reviewed every four years from effective/amended date.



# POLICY

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\_\_\_\_\_  
CAO or Town Clerk

\_\_\_\_\_  
Date

DRAFT

## REQUEST FOR DECISION 021-2026

Title: Dog Control Bylaw Amendments  
Date: 2026-05-05 – Updated for Council 2026-05-19  
Prepared by: Kaden Thibault, Community Compliance Coordinator  
Maren Schmidt, Compliance Officer

Contributors: Barb Shaw, Manager of Communications and Strategic Initiatives

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## SUMMARY

### Review and Amendment of Bylaw Chapter 16 – Dog Control Bylaw

In June 2025, dog control services were brought in-house under the Town’s Community Safety and Compliance Office, following the conclusion of the Town’s service agreement with the Nova Scotia SPCA. With enforcement responsibilities now managed internally, staff undertook a review of the existing Dog Control Bylaw to ensure it reflects current operational practices, supports effective enforcement, and aligns with community expectations regarding responsible dog ownership.

Additionally, recent discussions regarding off-leash use at Reservoir Park prompted staff to pilot designated off-leash and on-leash time periods. The pilot highlighted the need to clarify expectations around voice control and owner responsibilities.

The proposed amendments modernize the bylaw by clarifying definitions related to dog behavior, strengthening enforcement provisions available to enforcement officers, and improving procedures related to impoundment, registration, and dangerous dogs.

The intent of the updated bylaw is to improve public safety, promote responsible dog ownership, and provide clearer guidance for residents and enforcement staff.

There are no significant financial implications associated with the proposed amendments.

Following direction provided at Committee of the Whole on May 5, 2026, Section 13.1 of the proposed bylaw has been amended. The revisions, shown in blue text on the policy, includes the term “Emergency”, as defined within the bylaw, to clarify the authority during imminent threats to public or animal safety.

### DRAFT MOTION:

That Council give First Reading to the amended Bylaw Chapter 16; Responsible Dog Ownership Bylaw as attached to RFD 021-2026.

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Maren Schmidt, Compliance Officer

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### 1) CAO COMMENTS

The CAO supports the recommendation of Staff.

### 2) LEGISLATIVE AUTHORITY

- Sections 172, 175, 176, 177, and 178 of the *Municipal Government Act of Nova Scotia*

### 3) STAFF RECOMMENDATION

Staff recommend that Council give first reading to the amended Responsible Dog Ownership Bylaw (Ch.16) as presented.

The proposed amendments have been reviewed by the Town's solicitor.

### 4) REFERENCES AND ATTACHMENTS

1. Revised Bylaw Chpt 16 - Responsible Dog Ownership Bylaw – Draft with Amendments (attached)
2. Guide to Proposed Amendments

### 5) DISCUSSION

The Town's current Dog Control Bylaw was originally adopted in 2016 and has served as the framework for regulating dogs within the community. However, recent operational changes and community discussions have identified opportunities to clarify and improve several provisions within the Bylaw.

In June 2025, dog control services were transitioned from the Nova Scotia SPCA to the Town's Community Safety and Compliance Office after the service agreement ended. With enforcement now managed directly by Town staff, a review of the bylaw was carried out to ensure the legislation supports current enforcement practices and provides clear authority for responding to complaints and incidents.

During this period, staff also received feedback regarding the behaviors of dogs at Town owned parks, particularly at Reservoir Park. A review of the off-leash uses at that location resulted in a pilot project establishing designated on-leash and off-leash periods. The pilot demonstrated the

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importance of clearly defining expectations around voice control, dog behavior, and owner responsibility when using off-leash spaces.

As part of the review, staff are also recommending that the Bylaw be renamed the **Responsible Dog Ownership Bylaw**. The previous title, "Dog Control Bylaw", focused mainly on enforcement, while the updated name better reflects the Town's broader approach around education, prevention, and shared responsibility between dog owners and the community.

### Updated Definitions

Additional definitions such as "Attack", "Bite", "Voice Control", and "Mitigating Factors" have been introduced to improve clarity when assessing incidents involving behavior or determining whether a dog may be considered dangerous.

### Clarification of Dangerous Dog Provisions

The definition of a "fierce and dangerous" dog has been expanded to better reflect behaviors that may threaten public safety while also recognizing circumstances where aggressive behavior may be reasonably explained by mitigating factors.

As part of the review, staff also undertook a structural reorganization to parts of the bylaw to improve readability and interpretation. Several sections were reordered, definitions were clarified, and provisions were grouped to make the bylaw easier for the reader. These changes do not substantially alter the intent of the existing bylaw but instead provide clearer language and a more consistent structure to support interpretation and enforcement.

Overall, the amendments aim to balance responsible pet ownership with public safety while ensuring enforcement tools remain practical and effective.

The draft amended bylaw was circulated to legal for review, and their feedback has been included.

## 6) FINANCIAL IMPLICATIONS

The proposed amendments do not create any significant financial impact. Enforcement of the bylaw will continue to be carried out by existing staff resources.

## REQUEST FOR DECISION 021-2026

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Dog registration fees, impoundment fees, and related charges will continue.

## 7) REFERENCES TO COUNCIL STRATEGIC PLAN

**Inclusive Community:** Build a safe and inclusive community and be a leader in meaningful engagement, through:

- **Safety** - The amendments to the By-law promotes public safety by clarifying the expectations for responsible dog ownership, ensuring dogs are properly controlled, and by providing enforcement mechanisms to respond to aggressive or dangerous situations.
- **Community Focus** - The amendments to the By-law supports responsible dog ownership and ensures public spaces remain safe and accessible for everyone.

## 8) COMMUNICATION REQUIREMENTS

Following the adoption of the bylaw, staff would:

- Publish notice of the bylaw adoption on the Town website and social media pages.
- Provide education to residents regarding responsible ownership expectations when on patrol

## 9) ALTERNATIVES

Council may choose to:

1. Adopt the Bylaw as presented
2. Request additional amendments or revisions prior to adoption.
3. Decline to adopt the proposed amendments, in which case the existing Dog Control Bylaw would remain in effect.

## THE RESPONSIBLE DOG OWNERSHIP BYLAW

Change [A]

Be it enacted, by the Council of the Town of Wolfville under the authority of Sections 172, 175, 176, 177, and 178 of the Municipal Government Act, as amended:

Change [A]

### 1 Title

This Bylaw is titled and referred to as 'The Responsible Dog Ownership Bylaw'.

Change [A]

### 2 Background

The Municipal Government Act gives Council the specific authority to establish a Dog Bylaw under Section 175. The purpose of this Bylaw is to provide for the orderly control of dogs in the Town of Wolfville including registration requirements.

### 3 Definitions

In this Bylaw:

**3.1 "Attack"** means any intentional act by a dog that causes physical injury to a person or another animal, or any intentional act that creates a credible threat of such injury.

Change [A]

**3.2 "Bite"** means a wound, puncture or penetration of the skin by a dog's tooth or teeth.

Change [A]

**3.3 "Chief Administrative Officer"** means the Chief Administrative Officer for the Town of Wolfville.

Change [B]

**3.4 "Dog Control Officer"** means:

- i. a person appointed by the Chief Administrative Officer who is a Special Constable, or a Bylaw Enforcement Officer appointed pursuant to the Police Act or similar legislation, and empowered by such appointment to enforce this Bylaw;
- ii. a Police Officer for the Town.

**3.5 "Designated Off Leash Area"** means an area of the Town that has been designated by Council as permitting dogs to be off-leash, as set out in Section 8 and identified on the map in Appendix A.

Change [B]

**3.6 "Dog"** means any dog, male or female, or any animal that is the result of the breeding of a dog and any other canine animal.

Change [C]

**3.7 “Emergency”** means a present or imminent event where a Peace Officer or Dog Control Officer believes prompt action must be undertaken to protect the health, safety, or welfare of people and/or animals.

Change [A]

**3.8 “Effective Control”** means control by leash or harness by the person responsible for the dog, such that the dog’s behaviour is restricted.

**3.9 “Fierce or Dangerous”** means a dog that, without provocation and in the absence of mitigating factors, does any of the following:

Change [A&C]

- i. Attacks a person or another animal;
- ii. Causes injury to or endangers the safety of a person or animal;
- iii. Damages property;
- iv. Shows a tendency or disposition to attack a person or animal;
- v. Threatens a person or domestic animal with unreasonable ferocity;
- vi. Is trained, owned or harboured in whole or in part, for the purpose of dog fighting;
- vii. While unattended on a harness or leash, behaves in a way that reasonably frightens or harasses a passerby.

A dog is not fierce or dangerous if it is acting as a professionally trained guard dog lawfully engaged in law enforcement or guard duties.

**3.10 “Mitigating Factors”** means circumstances that reasonably explain or excuse the aggressive behaviour or actions of a dog. Examples include, but are not limited to:

Change [A]

- i. The dog was defending itself from an unprovoked attack;
- ii. The dog was defending its young or its owner;
- iii. The dog reacted to someone or another animal that had provoked or abused it;
- iv. The dog's behaviour occurred in response to sudden loud noises or unexpected stimuli

**3.11 “Owner”** means any person who owns, possesses, harbours, has care of, or has control of a dog, and includes, where the person is a minor, the individual responsible for the custody of that minor. Handling or seizing a dog for enforcement reasons does not make the Dog Control Officer the Owner.

Change [C]

**3.12 “Peace officer”** includes a police officer or special constable

Change [A]

**3.13 “Pound Keeper”** means a person appointed as pound keeper under Section 10.

Change [A]

**3.14 “Running at large”** or “Runs at Large” means a dog that is not under effective control and includes, without limitation, a dog that:

Change [C]

- i. is on property not owned or occupied by the dog’s Owner and is not under control by a leash or harness;
- ii. Is within a Designated Off-Leash Area and is not under Voice Control or under control by a leash or harness;

- iii. Is on property owned or occupied by the dog's Owner but is tethered in a manner that allows the dog to leave the property;
- iv. Is on property not owned or occupied by the dog's Owner where signage prohibits dogs; or
- v. Is on property not owned or occupied by the dog's Owner where signage requires a dog to be leashed or harnessed and the dog is not under such control

**3.14.1** An unleashed and unharnessed dog shall not be deemed to be running at large if at the time the dog is:

Change [C]

- i. participating in an organized dog exhibition event;
- ii. participating in a search and rescue operation or law-enforcement operation;
- iii. a service dog; or
- iv. in a Designated Off Leash Area and is under Voice Control.

Evidence of a dog running at large may include officer observation, photographs, video recording, eyewitness accounts and other reliable evidence.

**3.15** "Service Dog" means any dog that is individually trained to perform work or tasks for the benefit of an individual with a physical, sensory, mental, or other health-related impairment, or a dog used for search and rescue or law enforcement purposes.

Change [C]

**3.16** "Town" means the Town of Wolfville.

**3.17** "Town Police Officer" means any member of a Municipal, Provincial or Federal law enforcement agency that is contracted to provide police services to the Town.

**3.18** "Voice Control" means that a dog reliably responds to verbal or hand commands at all times, regardless of distractions, such that the handler can prevent the dog from Running at Large or attacking or disturbing other people or animals.

Change [C]

#### 4 Enforcement

A Dog Control Officer or any other person so appointed by the Chief Administrative Officer may enforce this By-Law.

A Dog Control Officer or any other person so appointed by the Chief Administrative Officer may erect signage at a Designated Off-Leash Area that clearly displays any limitations or restrictions that may be in force at that particular Designated Off-Leash Area.

Change [A]

#### 5 Annual Dog Registration Fee

5.1 Every Owner of a dog shall pay to the Town an annual registration fee.

5.2 The Owner shall pay the registration fee before January 31st of each year or within thirty (30) days of becoming an Owner.

5.3 If a person becomes owner of a dog during the year, the owner shall pay a pro-rated dog registration fee based on the number of full months remaining in the calendar year.

5.4 The Town Council may set by policy, from time to time during the annual budgeting process, the amount of the annual registration fee payable until varied by further policy. Council may impose a larger fee for unspayed or unneutered dogs than for spayed or neutered dogs.

5.5 The owner of a kennel of purebred dogs that are registered with the Canadian Kennel Club, may, in any year, pay a fee set by Council, by policy, as a tax upon the kennel for that year. Upon payment of that amount, the kennel is exempt from any further fee regarding the dogs for that year.

5.6 A Service Dog is exempt from any registration fee, **but not from registration.**

Change [C]

## 6 Registration and Dog Tag

6.1 The Town shall register each dog when the registration fee is paid, recording the following information:

- i. Registration date;
- ii. Registration number;
- iii. Name and breed of dog;
- iv. Description of dog, including whether the dog is female or male and whether the dog is spayed or not or neutered or not;
- v. Name of Owner, and
- vi. Civic and mailing address and telephone number of Owner.

6.2 The Town shall supply to each Owner of a registered dog a metal tag stamped with the number and year of registration.

6.3 The Owner of every dog shall keep on the dog a collar with the dog tag issued for that dog securely affixed to the collar at all times.

6.4 If an Owner files with the Town a written confirmation that the dog tag has been lost or destroyed and pays a replacement fee, in the amount set by policy, the Town shall provide a replacement dog tag.

6.5 Each Owner of a dog shall deliver to the Town a written Statement of the number of dogs owned or harboured by the Owner or which are kept on the premises occupied by the Owner, if the Town requires the Owner to do so.

6.6 The Owner shall provide this written Statement within ten (10) days of receiving the written notice requiring the Owner to provide it.

## 7 Responsibilities of Owners

### 7.1 Every owner is in contravention of this bylaw:

- i. Whose dog runs at large; Change [B]
- ii. Whose dog is not wearing a tag required by this Bylaw;
- iii. Whose dog is not registered as required by this Bylaw;
- iv. Whose dog persistently disturbs the quiet of the neighbourhood by barking, howling, or by any other activity;
- v. Whose dog at any time, in the absence of a mitigating factor, attacks or injures any person or animal or damages any property; Change [A]
- vi. Whose dog, while left unattended on a harness or a leash frightens or harasses any passerby;
- vii. Who neglects or refuses to provide a written statement required by this Bylaw;
- viii. Who fails to comply with an Order made under Section 9 of this Bylaw in respect of a dog that has been determined to be fierce or dangerous; Change [A]
- ix. Who fails to immediately remove the feces of a dog, other than a Service Dog, from public property or private property other than the Owner's. The Owner may enter upon private property to remove the dog's feces; Change [C]
- x. who harbours, keeps, or has under their care or control a dog that is fierce or dangerous, unless the dog: Change [B]
  - a. While on the property owned or occupied by the Owner, is confined:
    - indoors; or
    - outdoors in a locked pen or other structure that prevents the dog from escaping and prevents entry of any person not in control of the dog;
  - b. While off the property owned or occupied by the Owner;
    - is muzzled; and
    - is harnessed or leashed on a lead not exceeding one (1) metre in length and held by a person at least nineteen (19) years of age.

## 8 Designated Off-Leash Areas

Change [A&B]

8.1 The following areas are Designated Off-Leash Areas, as shown on Appendix A:

- i. ~~Woodmans Grove Park;~~
- ii. Olsen Pond;
- iii. Reservoir Park;
- iv. Sherwood-Rawding Ravine;
- v. Pompano Development Green Space (Pond View).

Between November 1<sup>st</sup> and March 31<sup>st</sup> of the following year, the Designated Off-Leash Areas also include the Seasonal Area identified on the map in Appendix A, including:

i. Rotary Park

8.2 Every owner of a dog is in contravention of this Bylaw whose dog is in a Designated Off-Leash Area if the dog:

- i. is not Under Voice Control at all times; or
- ii. disturbs, threatens, or harasses people or animals.

8.3 The Chief Administrative Officer or Dog Control Officer may, pursuant to Section 4, temporarily restrict or close any Designated Off-Leash Area by signage where necessary for the protection of persons, animals, or property, including for reasons such as public safety, environmental protection, maintenance, or special events.

## 9 Remedies for Fierce and Dangerous Dogs

Change [A]

9.1 Where a Dog Control Officer has reason to believe that a dog is fierce or dangerous and the Owner has been identified, the Dog Control Officer, in addition to any other remedies provided by statute or under this Bylaw, may issue an Order requiring the Owner to comply with the conditions described in subsection 7.1(x)

9.2 Before issuing an Order under subsection 9.1, the Dog Control Officer shall give the owner an opportunity to be heard except in the case of an emergency.

## 10 Pound Keeper

Town Council or Chief Administrative Officer may appoint a Pound Keeper who shall:

- i. keep in a pound, all dogs delivered to the Pound Keeper;
- ii. furnish the dogs with adequate food and water;
- iii. keep the pound in a reasonable state of cleanliness and;
- iv. collect any impounding fees, daily pound fees or other charges authorized by this Bylaw.

## 11 Impounding Dogs

11.1 The Dog Control Officer, without notice to or complaint against the Owner of a dog, may capture and impound any dog in circumstances where the Dog Control Officer reasonably believes the dog;

- i. is running at large contrary to this Bylaw;
- ii. **in the absence of a mitigating factor**, has attacked, chased, bit, or injured any other domestic animal or person, or damaged any property contrary to this **Bylaw**;
- iii. is fierce or dangerous
- iv. is a dog for which the annual registration fee has not been paid;
- v. is rabid or appears to be rabid; or
- vi. persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise;

Change [A&C]

11.2 A Dog Control Officer may apply under Section 176 of the Municipal Government Act for a warrant to seize and impound a dog that:

Change [C]

- i. is fierce or dangerous;
- ii. is rabid or appears to be rabid; or
- iii. persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise.

A Dog Control Officer may cause an Impounded or seized dog suspected of being infected with rabies to be examined by a veterinarian.

Change [A]

11.3 In cases where a dog has been captured or impounded that:

- i. was running at large contrary to this Bylaw;
- ii. without provocation, has attacked, chased, bit, or injured any other domestic animal or person, or damaged any property contrary to this Bylaw;
- iii. is fierce or dangerous and was not confined or was not muzzled and harnessed or leashed as required by subsection 7.1(x);
- iv. was not wearing a dog tag required by this Bylaw;
- v. was not registered pursuant to this Bylaw; or
- vi. persistently disturbed the quiet of the neighbourhood by barking, howling or otherwise;

Change [B]

the Dog Control Officer, in that officer's discretion, and upon application by the Owner with proof of ownership, may enter into an agreement with the Owner of the dog and that agreement may contain such conditions, safeguards and limitations as the Dog Control Officer deems reasonably appropriate to protect the neighbourhood and otherwise serve the purpose of this Bylaw, and return the dog to the Owner only after the Owner has signed the agreement indicating their acceptance of such conditions, safeguards and limitations.

11.4 Subject to Section 13, except in the case where a dog is impounded for being rabid or appearing to be rabid, the Owner of a dog which has been impounded, upon proof of ownership of the dog, may redeem the dog. The Owner shall pay, or arrange payment to the Pound Keeper, for all costs incurred by the Town in relation to the dog.

Change [B]

11.5 In the case of redemption of a dog which has not been registered pursuant to this Bylaw, the Owner is also required to register the dog and pay the registration fee before redeeming the dog.

11.6 Any dog which has not been redeemed by its Owner within 72 hours of being impounded may be:

- i. given away;
- ii. sold; or
- iii. destroyed in accordance with Section 13.

Change [B]

11.7 Whenever the 72 hours of impounding time expires on a weekend, the Pound Keeper shall hold such dog until the expiry of the first business day following the weekend to permit the Owner to redeem the dog.

## 12 Notice to Owner

Change [C]

Upon impounding a dog, the Dog Control Officer shall check the dog for a tag and, if a tag is found, shall make at least one reasonable attempt to contact the registered Owner using the Town's records.

The Owner of a dog is responsible for determining whether the dog has been impounded within the impoundment period described in subsections 11.6 and 11.7.

The Town and the Pound Keeper shall not be liable for any failure to notify the Owner where the Owner has not made inquiry to determine whether the dog has been impounded.

## 13 Destroying a Dog

13.1 Only in an emergency, the Dog Control Officer may, without notice to or complaint against the Owner, request assistance to destroy on sight any dog that is:

Change [A]

- i. Fierce or Dangerous
- ii. Rabid or appears to be rabid.

13.2 Where a dog has been captured, the Dog Control Officer may request assistance to destroy the dog provided that the owner has been given the opportunity to make written representations to the Town in respect of the dog in accordance with subsections 13.3 and 13.4, and if the dog,

Change [A]

- i. was Running at Large and two (2) previous written warnings have been given to the owner that the dog has been Running at Large;
- ii. is fierce or dangerous; or
- iii. is rabid or appears to be rabid.

13.3 If a dog has been captured to which subsection 13.2 applies and the dog has a current tag issued by the Town, the Town shall send a notice to the Owner by registered mail including:

Change [A]

- i. the date and time when the dog will be destroyed, provided that the date of destruction shall not be any less than 7 days from the date of mailing of the notice; and
- ii. notice that the Owner may make written representations to the Town respecting the destruction of the dog by delivering to the Town such written representations three (3) days prior to the scheduled date of destruction of the dog.

13.4 If a dog has been captured to which subsection 13.2 applies and the dog does not have a tag issued by the Town, the Town is not required to send a notice to the owner, but shall not destroy the dog until at least 72 hours after it has been captured to permit the owner an opportunity to make representations respecting the destruction of the dog.

13.5 Where written representations have been provided by an Owner to the Town pursuant to subsection 13.3, the Town shall consider the representations and if the Dog Control Officer concludes that the dog:

Change [A]

- i. Was running at large and two previous written warnings have been given to the owner that the dog has been running at large;
- ii. Is fierce or dangerous; or
- iii. Is rabid or appears to be rabid;

The Dog Control Officer may destroy the dog and shall notify the Owner by registered mail prior to the destruction of the dog. The notice must include written reasons for the decision to destroy the dog.

13.6 If, following consideration of the owner's written representations, the Dog Control Officer decides not to destroy the dog, the dog shall be impounded and dealt with in accordance with Section 11.

Change [A]

#### 14 Duty to Report Abuse

Change [A]

If, while performing their duties, the Dog Control Officer reasonably believes that a dog has been abused or neglected, they must notify a Peace Officer having authority under the Animal Protection Act.

#### 15 Offence

15.1 Every Owner of a dog who is in contravention of this Bylaw is guilty of an offence.

15.2 Where an offence is committed contrary to the provisions of this Bylaw, and that offence continues beyond 12:00 midnight on the day it was committed, each subsequent day the offence continues shall be deemed to be a separate offence.

15.3 Evidence that one person is disturbed or offended is prima facie evidence that the public, or the neighbourhood, is disturbed or offended.

#### 16 Penalties

Any person who contravenes any provision of this Bylaw is punishable on summary conviction by a fine of not less than \$100 and not more than \$1,000 and to imprisonment of not more than 180 days in default of payment.



**Clerk's Annotation for Official Bylaw Book**

Date of first reading: 2026-05-05

Date of advertisement of Notice of Intent to Consider:

Date of second reading:

Date of advertisement of Passage of By-law:

Date of mailing to Minister a certified copy of Bylaw:

I certify that the **RESPONSIBLE DOG OWNERSHIP BYLAW #16** was adopted by Council and published as indicated above.

\_\_\_\_\_  
Laura Morrison, Town Clerk

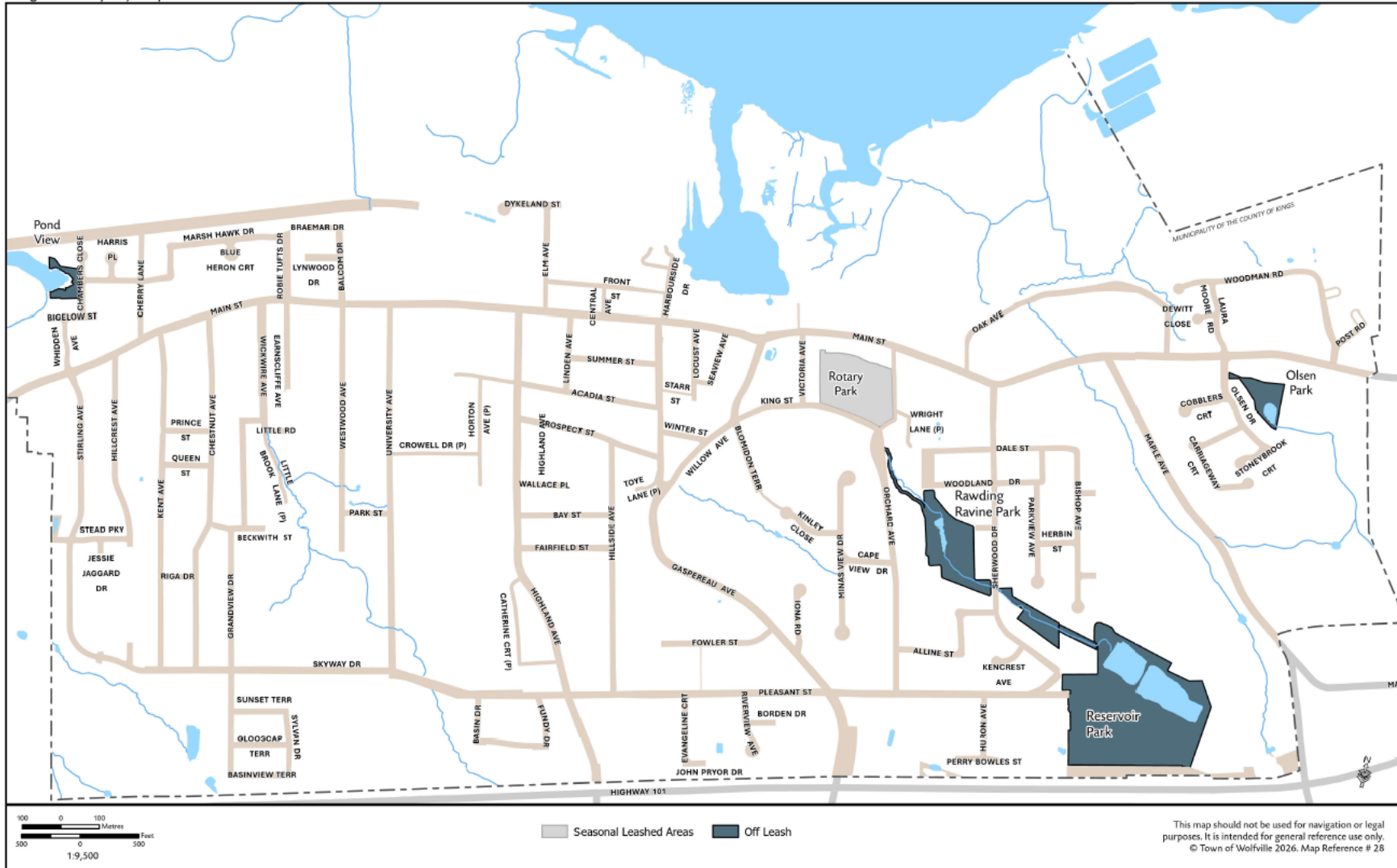
\_\_\_\_\_  
Date

## Appendix A – Map of Designated Off-Leash Areas.

Town of Wolfville  
Bylaws  
Dog Control Bylaw, Chapter 16

APPENDIX A - DESIGNATED OFF LEASH AREAS

MAP 28 - DOG BYLAW  
Passed: 9/27/2016



## REQUEST FOR DECISION 033-2026

Title: Earnscliffe Ave Budget Increase & Tender Award  
Date: 2026-05-05  
Prepared by: Devin Lake, Director of Planning and Public Works  
Contributors: Mark Fredericks, Senior Planner  
Diana Gibson, Director of Corporate Services

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## SUMMARY

### Earnscliffe Ave Budget Increase & Tender Award

The tender for [Earnscliffe Ave. re-construction](#) closed on April 22, 2026. The 3 submissions received, each had pricing that exceeded the amount currently budgeted in the 2026/27 Capital Investment Plan. This project has been budgeted for \$2.4 million and is intended to replace aging road infrastructure, improve safety and road functionality, and extend the service life of a street with important childcare and healthcare services located on it.

Staff are recommending an increase in the budget of an additional \$600,000 to a total of \$3 million to ensure this project can be awarded to a contractor and completed within the 2026 construction season.

This report outlines the bid costs, associated design budget, and land acquisitions involved in this important street, while seeking Council's approval to move forward with awarding the project to Dexter Construction for \$2,718,670 plus net HST (\$2,823,539.98 total award with net HST). The remaining ~\$175,000 will be used for finalizing three land acquisitions (\$50,000) and the rest for contingencies (approximately \$125,000).

### DRAFT MOTION:

**THAT COMMITTEE OF THE WHOLE RECOMMENDS THAT COUNCIL APPROVE A BUDGET INCREASE OF \$600,000 FOR THE EARNSCLIFFE AVENUE RE-CONSTRUCTION PROJECT, FOR A TOTAL BUDGET OF \$3 MILLION, AND AWARD THE PROJECT TO DEXTER CONSTRUCTION.**

## REQUEST FOR DECISION 033-2026

Title: Earnscliffe Ave Budget Increase & Tender Award  
Date: 2026-05-05  
Prepared by: Devin Lake, Director of Planning and Public Works  
Contributors: Mark Fredericks, Senior Planner  
Diana Gibson, Director of Corporate Services

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### 1) CAO COMMENTS

The CAO supports the recommendation of Staff.

### 2) LEGISLATIVE AUTHORITY

Council's authority to approve capital budget amendments and award construction contracts is provided under the Nova Scotia Municipal Government Act (MGA), which grants Council responsibility for municipal financial management, capital expenditures, and the construction, maintenance, and replacement of municipal infrastructure.

The Town's Procurement Policy also states that: *The Chief Administrative Officer, is authorized to make contracts for the acquisition of goods and services where such expenditure does not exceed budget allocation by more than 10%, where a specific budget is established.*

- *For project budget allocations greater than \$100,000, the CAO is authorized to purchase where such expenditure is within 5% of budget allocation.*
- *Notwithstanding the variance %'s noted above, in any situation where cost of good/service exceed budget by \$100,000, or more, shall be deemed outside the CAO's purchase authority.*

Where the total bid costs, associated design budget, and land acquisitions involved with this project exceed the budget by more than \$100,000, Council's authorization is required.

### 3) STAFF RECOMMENDATION

Staff recommend that Council increase the budget by \$600,000 to a total project budget of \$3 million, to ensure that the project moves forward and can be completed during the 2026 construction season. A contingency is included – of approximately \$125,000. It is important to have a contingency on large street re-build projects to help cover minor unexpected changes.

### 4) REFERENCES AND ATTACHMENTS

1. Attachment 1 – tender submissions / bid results
2. 2026/2027 Operations Plan and [Capital Budget](#)

### 5) DISCUSSION

Earnscliffe Avenue was identified several years ago as having some of the worst infrastructure in Wolfville and was scheduled for replacement in 2026/27. The Earnscliffe re-construction project is included in Council's 2026/27 Capital Investment Plan to address the aging infrastructure above ground and below ground. This project aims to improve road conditions, accessibility, sidewalks and parking.

## REQUEST FOR DECISION 033-2026

Title: Earnscliffe Ave Budget Increase & Tender Award

Date: 2026-05-05

Prepared by: Devin Lake, Director of Planning and Public Works

Contributors: Mark Fredericks, Senior Planner

Diana Gibson, Director of Corporate Services



Earnscliffe Avenue includes Quiet Park, medical clinics, a public health facility, residential uses, a nursing home and the Wolfville Children’s Centre. This street also connects many people from neighbourhoods in the western side, to the downtown or Wolfville School, via a public path between Earnscliffe Ave and Westwood Ave. This street is part of the Tidal Transit route (Kings Transit) which provides bus access to the range of services found here. Providing a new and safer street to these important community services, is still a priority.



Figure 1 – Street and Sidewalk condition examples

## REQUEST FOR DECISION 033-2026

Title: Earnscliffe Ave Budget Increase & Tender Award  
Date: 2026-05-05  
Prepared by: Devin Lake, Director of Planning and Public Works  
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Diana Gibson, Director of Corporate Services

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### Design and Consultation process

Staff worked with Hatch Engineering Ltd. to prepare a street layout and underground infrastructure plan that would return this street to a safe and accessible condition for all road users into the future. Consultation with several landowners also occurred during 2025 to understand the functional needs of places like the Children’s Centre and the Professional Centre clinic. The resulting street layout, and all underground systems were packaged into a technical engineering drawing set and specifications report.

### Tender issue and posting

This work resulted in a tender being issued for a full street re-build of Earnscliffe Ave. on March 30, 2026, and closed on April 22, 2026. The Town received three compliant submissions. All bids exceeded the approved project budget, reflecting higher-than-anticipated construction costs. Contributing factors include increased material and labor costs, and the regional construction market (labour scarcity).

### Tender submissions – evaluation

Staff have reviewed the 3 tender submissions and evaluated them in more detail. This scoring favors Dexter Construction, a well known and experienced contractor who can meet the Town’s requirements and expectations for a project of this scale. Staff evaluate this type of submission (with consultant support) using the following:

- **Price (40%):** Evaluated for competitiveness, relative to the budget
- **Relevant Past Experience (35%):** Specifically for municipal road reconstruction, underground utility work, and urban streetscapes
- **Construction Schedule (5%):** Feasibility of the timeline, specifically regarding traffic management, phasing, and completion deadlines
- **Project Personnel, Equipment, Scope of Practice (15%):** Qualifications of the project manager and superintendent, available equipment, areas of expertise and abilities
- **Safety Record (5%):** Evidence of COR (Certificate of Recognition)

Dexter’s bid was \$2,823,539.98 including net HST. This requires an increase in the project budget. As you can see from the scoring criteria above, price is an important metric but not the only consideration in scoring.

Staff are estimating an additional \$600,000 on top of the \$2.4 million originally budgeted would be adequate to complete this street in 2026. **This new total would be a \$3 million project budget.**

## REQUEST FOR DECISION 033-2026

Title: Earnscliffe Ave Budget Increase & Tender Award  
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### Estimated breakdown of this budget:

- \$2,823,539 for contractor
- \$50,000 for land acquisitions (\$38,000 plus legal/subdivision costs)
- \$125,000 (Contingency) for potential change orders or additions. For example, there may be an opportunity to have a connection from the end of Earnscliffe Ave into the Acadia Woodland Trails, depending on land access across EKM parking lot (south).

Staff recommend that Council approve the requested budget increase and award the contract as outlined in this report.

## 6) FINANCIAL IMPLICATIONS

Wolfville's Capital Investment Plan allocates over \$5 million to road investments—including East Main, University Avenue, Victoria Avenue, and Earnscliffe Avenue. The Earnscliffe Avenue project was specifically estimated at \$2.4 million. This amount requires an increase to reflect current pricing realities.

The 2026-27 Capital Budget approved funding for Earnscliffe Avenue to come from long-term borrowing. The Town has capacity in its debt servicing ratio to increase the cost of this road rehabilitation and continue to fund the entire project through long-term borrowing.

## 7) REFERENCES TO COUNCIL STRATEGIC PLAN

**Fiscal Responsibility:** *Ensure organizational sustainability and deliver public services using sound financial decision-making, through:*

- *Asset Management: Collect accurate and timely data to make informed decisions that inspire trust and confidence.*
- *Community Focus: Make Investments in public services reflective of community need*
- *Financial Planning and Management: Collect, administer, and manage funds in a transparent manner.*

## 8) COMMUNICATION REQUIREMENTS

- Communication with the selected contractor
- Communication with the neighborhood and landowners
- Communications plan and central landing page (blooms) being developed.

## 9) ALTERNATIVES

- Council may choose not to increase the budget
- Council may choose not to award the contract and re-issue the tender (with or without changes)

**REQUEST FOR DECISION 033-2026**

Title: Earncliffe Ave Budget Increase & Tender Award  
Date: 2026-05-05  
Prepared by: Devin Lake, Director of Planning and Public Works  
Contributors: Mark Fredericks, Senior Planner  
Diana Gibson, Director of Corporate Services

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**ATTACHMENT 1 – TENDER BID RESULTS**

<b>Contractor</b>	<b>Bid price</b>	<b>Score</b>
Misner Misner Excavation	\$2,406,999.20	90
Dexter Construction	\$2,718,670.00	97
Harbour Construction	\$4,244,465.00	82

**REQUEST FOR DECISION 036-2026**

Title: VWRM – Debt Guarantees 2026-27 Capital Program

Date: 2026-05-05

Prepared by: Diana Gibson, Director of Corporate Services

Contributors: Valley Waste Resource Management Staff

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## SUMMARY

### Valley Waste Resource Management (VWRM) Debt Guarantee for 2026-27 Capital Program

Each year the Town is involved in Valley Waste Resource Management (VWRM)'s budget process, including any debt guarantees that are required in relation to the capital budget.

The request before Council today relates to the current year (2026-27) capital program, for which VWRM will be participate in the Municipal Finance Department's debenture issue. The first step in this process is for each of the Inter-Municipal Agreement Service Partners to guarantee their proportionate share of the debt. The documents before Council with this report represent that guarantee for Wolfville.

#### **DRAFT MOTION:**

That Council guarantees a share of Valley Waste Resource Management's Municipal Partner Guarantee Resolution of \$2,400,000, with Wolfville's guarantee repayment share being 6.98% equal to \$167,506 as per the attached partner guarantee resolution form.

## REQUEST FOR DECISION 036-2026

Title: VWRM – Debt Guarantees 2026-27 Capital Program

Date: 2026-05-05

Prepared by: Diana Gibson, Director of Corporate Services

Contributors: Valley Waste Resource Management Staff

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### 1) CAO COMMENTS

The CAO supports the recommendation of Staff.

### 2) LEGISLATIVE AUTHORITY

- Municipal Government Act – Sections 60 & 88
- Valley Waste Resource Management Inter-Municipal Service Agreement (IMSA)

### 3) STAFF RECOMMENDATION

That Council approves the loan guarantee requested by VWRM to address their 2026-27 capital program requirements.

### 4) REFERENCES AND ATTACHMENTS

- Valley Region Solid Waste-Resource Management Authority Municipal Partner Guarantee Resolution (attached).

### 5) DISCUSSION

VWRM must go through the process required by the Municipal Finance Department to access debenture funding for its capital program. The first step of this process requires all IMSA partners to guarantee their share of the debt. As one of these partners, Wolfville must guarantee its share of VWRM's long-term borrowing.

When VWRM moves forward with accessing this debt from the Municipal Finance Department, a Temporary Borrowing Resolution will be brought back to Council for approval at that time.

This Municipal Partner Guarantee Resolution approval is an annual housekeeping matter, finalizing details surrounding the Interim-IMSA Board and Town Council decisions regarding the 2026-27 capital budget. As a remainder of this, below is the list of all capital projects to be funded through long-term debt in 2026-27:

Item Description	2026-27 Budget Value
Dodge 1500 Reg Cab 4x4 W/Lift Gate	\$85,000
Dodge 2500 Reg Cab 4x4	\$95,000
Warehouse	\$750,000
EMC Painting to Match Expansion	\$80,000
EMC Camera Upgrades	\$40,000
Sprinkler System/Fire Rover	\$100,000
Cardboard Baler Upgrade	\$250,000
WMC Transfer Station Expansion (Design Build)	\$1,000,000
	<b>\$2,400,000</b>

## REQUEST FOR DECISION 036-2026

Title: VWRM – Debt Guarantees 2026-27 Capital Program

Date: 2026-05-05

Prepared by: Diana Gibson, Director of Corporate Services

Contributors: Valley Waste Resource Management Staff

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Below is the breakdown of guarantees by IMSA partners:

IMSA Partner	Guarantee Percentage	Guarantee Amount
Municipality of Kings County	58.38%	\$1,401,001
Municipality of Annapolis	21.11%	\$506,736
Town of Kentville	8.06%	\$193,446
Town of Wolfville	6.98%	\$167,506
Town of Berwick	2.72%	\$65,348
Tow of Middleton	1.91%	\$45,865
Town of Annapolis Royal	0.84%	\$20,098
	<b>100%</b>	<b>\$2,400,000</b>

## 6) FINANCIAL IMPLICATIONS

There is no immediate budget impact on the Town, as VWRM’s capital program was previously approved as part of the 2026-27 budget. The long-term borrowing requested will require increased Town contributions in future years once the debenture is in place and repayments are required.

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

None at this time.

## 8) COMMUNICATION REQUIREMENTS

Once approved, the guarantee will be signed and the Town will advise VWRM staff of Council’s decision, and then forward all duly signed copies of the guarantee to VWRM.

## 9) ALTERNATIVES

Council could choose not to approve the guarantee. In doing so VWRM would be required to seek alternatives to fund its capital budget. Given Council has already approved the VWRM Budget, not providing the guarantee at this time would be an impractical option and is not recommended by staff.

## REQUEST FOR DECISION 032-2026

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

Contributors:



## SUMMARY

### Development Agreement – Student Housing Nova Scotia, on Hillside Ave.

This RFD is intended for COW to consider the recommendation from the Planning Advisory Committee (PAC) regarding the proposed development agreement for Student Housing Nova Scotia's (non-profit housing provider) request to construct a 12-unit residential building, three stories in height, located on vacant land, between two existing multi-unit buildings on Hillside Ave.

There are no financial implications on the Town and Staff consider the application consistent with the applicable policies of the Municipal Planning Strategy (MPS) and recommends this be forwarded to a Public Hearing.

#### PAC Motion (April 9, 2026)

**THAT PLANNING ADVISORY COMMITTEE PROVIDES A POSITIVE RECOMMENDATION TO COUNCIL REGARDING THE DRAFT DEVELOPMENT AGREEMENT FOR THE SUBJECT PROPERTIES AT PID 55456875 AND A PORTION OF PID 55273908 AND THAT THE ATTACHED DRAFT DEVELOPMENT AGREEMENT BE FORWARDED TO COUNCIL FOR INITIAL CONSIDERATION**



#### COW Motion (May 5, 2026):

**THAT COMMITTEE OF THE WHOLE RECOMMEND THAT THE DEVELOPMENT AGREEMENT FOR STUDENT HOUSING NOVA SCOTIA LOCATED ON HILLSIDE AVE (PIDs 55456875 55273908) BE GIVEN FIRST READING AND PUBLIC HEARING SCHEDULED.**

#### Draft Council Motion:

**THAT COUNCIL APPROVES THE DEVELOPMENT AGREEMENT (SUBJECT TO FINAL ADMINISTRATIVE/LEGAL EDITS) FOR THE SUBJECT PROPERTIES AT PID 55456875 AND A PORTION OF PID 55273908 ON HILLSIDE AVE, WOLFVILLE, TO PERMIT A MULTI-UNIT BUILDING CONTAINING 12 DWELLING UNITS**

## REQUEST FOR DECISION 032-2026

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

Contributors:

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### 1) CAO COMMENTS

The CAO supports the recommendations from staff and PAC

### 2) LEGISLATIVE AUTHORITY

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

### 3) STAFF RECOMMENDATION

Staff consider the application consistent with the relevant policies of the Municipal Planning Strategy (MPS) and recommend that approve it at second reading, subject to final administrative / legal edits.

### 4) REFERENCES AND ATTACHMENTS

1. Attachment 1: Draft Development Agreement DA 2026-001
2. Reference: April 9, 2026 PAC Report

### 5) DISCUSSION

#### Background:

Fathom Studios applied on behalf of Student Housing Nova Scotia to construct a 12-unit residential building, three stories in height, located on vacant land, between two existing multi-unit buildings on Hillside Ave. A public information meeting helped shape an outcome that considered the neighbourhood by minimizing driveways, hiding parking in the rear, and preserving existing trees.

The applicants are permitted to build a multi-unit building on the property under the current R4 zoning. The Development Agreement is required because the proposed design is slightly over the hard surface coverage limit, and the building has too many units to be permitted through an as-of-right permit application or Site Plan Approval application.

The proposed 2026 Land Use Bylaw would not require a Development Agreement for this proposal and could permit this building through an as-of-right permit application, or a Site Plan Approval application including a Design Review Working Group consideration.

## REQUEST FOR DECISION 032-2026

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

Contributors:

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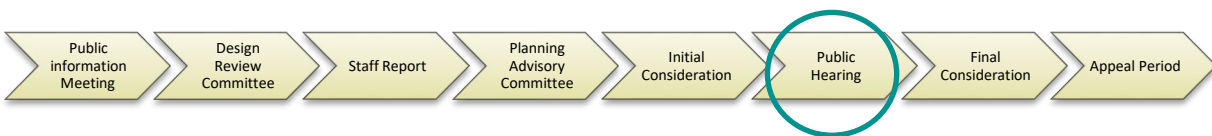
The proposed building is an intentionally designed step-down in scale and density between the surrounding and adjacent properties. There are multi-unit buildings on either side of this site, and the proposed 3 storey building helps to transition this street from the tallest four storey building (south) to the lower density 1-2 storey homes (further north) by filling the space in between with a building that has a height in between.

### Process

This application went to the Planning Advisory Committee on April 9, 2026, and received a positive recommendation. Please see that report for additional planning context, renderings and information.

On May 5, 2026, Committee of the Whole gave initial consideration to the draft development agreement. The PAC report and draft development are attached to this updated report which was presented at the Committee of the Whole meeting.

At this Public Hearing, members of the public have the opportunity to provide feedback on the proposed development, directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published on the Municipal website and social media, at which time a 14-day appeal period becomes effective.



**REQUEST FOR DECISION 032-2026**

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

Contributors:



**Proposed elevations**



1 WEST ELEVATION  
A-200 Scale: 1:100



Figure 1 - View from the Street (Hillside)



1 NORTH ELEVATION  
A-201 Scale: 1:100



Figure 2 - View from the side

**REQUEST FOR DECISION 032-2026**

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

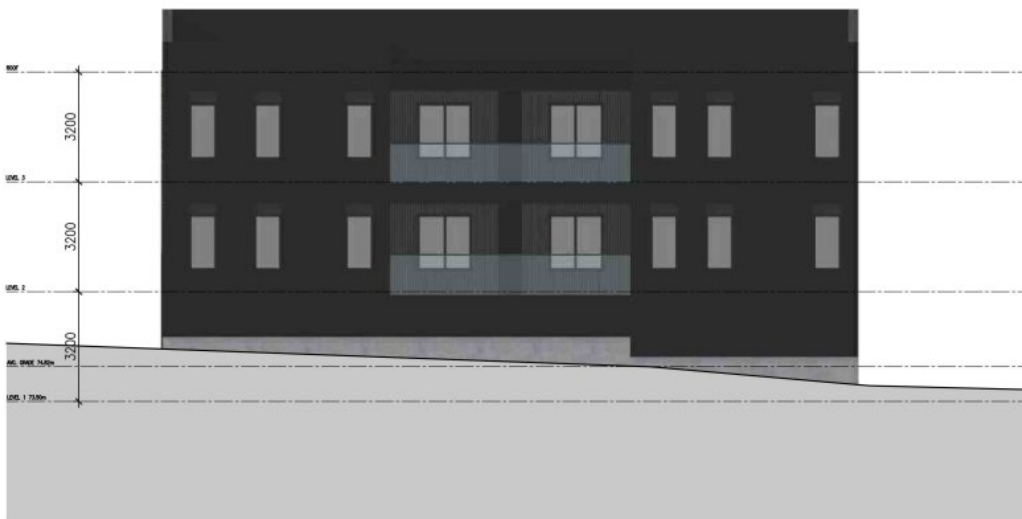
Prepared by: Mark Fredericks, Senior Planner

Contributors:



1 SOUTH ELEVATION  
A-203 Scale: 1:100

Figure 3 - View from the side



1 EAST ELEVATION  
A-202 Scale: 1:100

Figure 4 - View from the back yard

## REQUEST FOR DECISION 032-2026

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

Contributors:

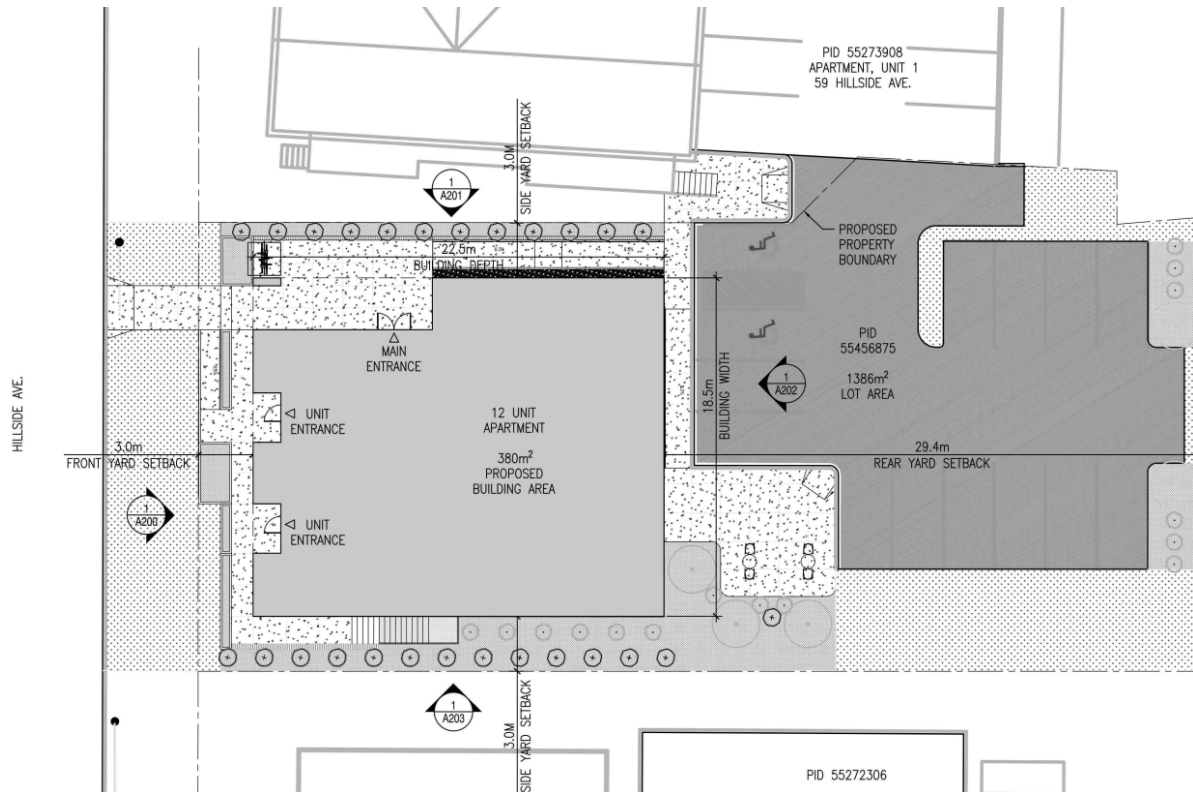


Figure 5 - Proposed Site Plan (shared driveway with adjacent property to the north)

## 6) FINANCIAL IMPLICATIONS

There are no financial implications associated with forwarding this development agreement on to a Public Hearing.

## 7) REFERENCES TO COUNCIL STRATEGIC PLAN

There are several aspects of this development that align with Council's strategic plan. These include:

- The fiscal responsibility of enabling in-fill development that makes more efficient use of existing infrastructure.
- Fostering a prosperous economy by enabling affordable housing providers to build new dwelling units in Wolfville.
- Enhancing Wolfville's inclusive community by supporting non-profit housing providers creating affordable dwelling units that can integrate more ages and life stages into one neighbourhood.

## 8) COMMUNICATION REQUIREMENTS

*Lead with care, creativity and purpose – honour our past, enrich our present, and shape a resilient future*

## REQUEST FOR DECISION 032-2026

Title: Development Agreement – Student Housing Nova Scotia on Hillside Ave

Date: 2026-05-05 – updated for Council

Prepared by: Mark Fredericks, Senior Planner

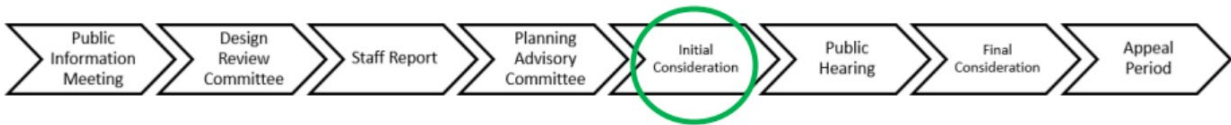
Contributors:

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If COW forwards the Development Agreement to Council for First Reading and a Public Hearing, advertising and notices are required.

Notification of the public hearing will be mailed to neighbouring property owners, ads will be placed circulated, and information posted to the Town’s website. The existing sign will remain placed on the property indicating the property is subject to a planning application. Following the public hearing, Council will then choose whether to give the development agreement final approval (final consideration).



### 9) ALTERNATIVES

- 1) COW forwards the application to Council with a recommendation to reject the application.
- 2) COW forwards the application to Council to refer the application back to PAC with specific directions or questions for consideration.

This **Development Agreement** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BETWEEN:

**STUDENT HOUSING ASSOCIATION OF NOVA SCOTIA**  
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55456875 and PID 55273908) 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 DD/MM/2026 approved entering into this Development Agreement to permit the establishment of a multi-unit building containing up to 12 dwelling units on the Lands, subject to the registered owner of the Lands entering into this Development Agreement;

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

## 1. Schedules

The following schedules form part of this Development Agreement:

Schedule “A” – Legal Parcel Description of Lands

Schedule “B” – Site Plan

Schedule “C” – Landscape Plan

Schedule “D” – Architectural Design

## 2. Definitions

2.1 In this Development Agreement:

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

“Developer” means the owner(s) of the lands, their heirs, successors, assigns, and all subsequent owners of the lands.

“Development” means the proposed 12-unit residential building and surrounding integration to the adjacent property where shared access and driveways exist.

“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 55456875 and a portion of PID 55273908) and as described in Schedule “A”. For clarity, the Lands includes two properties, one with an existing building at 59 Hillside Ave, and another vacant lot. The boundary line between these properties will be adjusted, as enabled in DA 5.1.8.

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

“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville

Town Council under the provisions of the *Municipal Government Act*. At the date of this Development Agreement, it is the Municipal Planning Strategy effective September 3, 2020.

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

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

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

### **3. Relevance of Planning Documents and Other Regulations**

- 3.1** This Development Agreement contains definitions and regulations for the Development. It complements the Town’s Planning Documents. Unless specified in this Development Agreement, requirements in the Town’s Planning Documents shall apply. Where there is a conflict between this Development Agreement and the Planning Documents, this Development Agreement shall prevail.
- 3.2** Regulations outside of this Development Agreement or the Town’s Planning Documents may be applicable to the Development. However, the terms of this Development Agreement shall not be materially changed in order to comply with such regulations without an amendment to this Development Agreement.

### **4. Background**

The Developer wishes to construct a 3-storey multi-unit residential building containing up to 12 dwelling units.

### **5. Terms**

#### **5.1 Development Conditions**

##### **5.1.1 Permits and Approvals**

- 5.1.1.1** This Development Agreement allows the Developer to obtain development permits, other permits, and permissions to allow uses permitted by this Agreement.

- 5.1.1.2 The Developer shall be responsible for obtaining all necessary permits and approvals required by law for the Development, including but not limited to development permits, building permits, and any approvals required from the Province of Nova Scotia.
- 5.1.1.3 Obligations or other requirements in this Development Agreement are those of the Developer, unless otherwise specified.
- 5.1.1.4 No occupancy permit shall be granted for this Development until all provisions of this agreement are met, except for landscaping requirements that cannot be met due to seasonal restrictions.

## **5.1.2 Land Use**

- 5.1.2.1 The following uses are permitted:
  - (a) Continuation of existing use and,
  - (b) 12 unit residential building and,
  - (c) other accessory uses permitted as by the Land Use Bylaw for the corresponding zone.

## **5.1.3 Landscaping & Site Requirements**

- 5.1.3.1 The Development shall conform to the zone standards of the Land Use By-law, except as otherwise established by this Agreement.
- 5.1.3.2 All Development shall occur on the Lands. The existing building addressed as #59 Hillside Ave shall be considered an existing use within the Lands.
- 5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan and Specifications of Schedule “B”, which may be varied to accommodate minor irregularities, at the discretion of the Development Officer. The proposed building shown on “Schedule B”, shall meet the following site conditions apply:
  - (a) The maximum number of dwelling units is twelve (12) units.
  - (b) The minimum front yard setback and side yard setback is 3m.
  - (c) The maximum hard surface shall not exceed 75% of the lot area.
  - (d) The minimum number of parking spaces shall be 10 spaces.
  - (e) The minimum amount of amenity space for the 12 unit building shall be 120 square meters.
- 5.1.3.4 The Developer shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.

- 5.1.3.5** Storm water runoff from the Lands shall not be directed onto adjacent properties unless permission is obtained from the adjacent property owner for the direction of such storm water runoff.
- 5.1.3.6** No parking shall be permitted on non-hard surfaced areas of the site.
- 5.1.3.7** The Developer shall provide sufficient onsite lighting for all driveways and walkways on the Lands to provide for the reasonable safety and security of vehicles and pedestrians. All exterior lighting fixtures shall direct light toward the ground as to prevent the unreasonable illumination of adjacent properties.
- 5.1.3.8** The Developer shall provide an access easement across PID the Lands to ensure access to the shared parking and driveway.
- 5.1.3.9** The Development's landscaping shall be generally in accordance with the Landscape Plan and Specifications of Schedule "C", and specify native species selected for their specific growing conditions and may be varied at the discretion of the Development Officer.

#### **5.1.4 Municipal Services**

- 5.1.4.1** The parties agree that municipal sanitary sewer and water services are available.
- 5.1.4.2** The Developer will be required to submit a service connection application to connect to the central sewer and water services.
- 5.1.4.3** The Town makes no warranties, guarantees or claims as to the adequacy of the Town's water supply to provide the recommended Fire Flow amounts for protection of the building from fire. The Developer shall satisfy itself that the available fire flows are satisfactory to meet its needs.

#### **5.1.5 Refuse Storage and Utility Equipment**

- 5.1.5.1** Refuse, compost, recyclables, and other similar matters shall be stored within the building(s), or within accessory structures or containers pursuant to the requirements of the Land Use Bylaw, Valley Region Solid Waste-Resource Management By-Law, and other applicable regulations. These receptacles may be located on either property or provide shared storage for both buildings.

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

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

### **5.1.6 General Maintenance and Operation**

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

### **5.1.7 Architecture**

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

### **5.1.8 Subdivision**

**5.1.8.1** The developer shall subdivide the Lands generally as illustrated in Schedule "B", Site Plan. The area of the newly created lot shall be approximately 1,400 square meters.

### **5.1.9 Timing**

**5.1.9.1** This Development Agreement shall be deemed entered into on the day following the day on which the time for appeal of Town Council's approval has elapsed, or the day on which any appeals have been disposed of and the policy of the Wolfville Town Council approving this Development Agreement has been affirmed by the Nova Scotia Utilities and Review Board, under the provisions of the MGA, or other judiciary body as applicable.

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

**5.1.9.3** All Development enabled by this Agreement shall be completed within three (3) years. Upon failure to meet this timing requirement, the Town may

discharge this Development Agreement without the consent of the Developer or Tenant.

#### **5.1.10 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 requirements for completion imposed by section 5.1.8.3.
- (b)** Parking and access arrangements.

#### **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 insure 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. All expenses arising out of the entry of the Lands and performance of the obligations may be recovered by the Town from the Developer by direct suit and shall form a charge upon the Lands. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by

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

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

- (a) Terminate this Development Agreement;
- (b) Exercise its rights under paragraph 5.1.12.1 above; or,
- (c) Take no action.

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

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

#### **5.1.14 Administration**

The Development Officer administers this Agreement. Their decision is final and binding on all parties.

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

### **6.1 Title and Authority**

**6.1.1** The Developer warrants as follows:

- (a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign this Development Agreement to validly bind the Lands.
- (b) The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

## **7. Full Agreement**

### **7.1 Other Agreements**

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

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

## **8. Notice**

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

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

and if to the Developer:

Student Housing Association of Nova Scotia  
5991 Spring Garden Toad  
Halifax, Nova Scotia  
B3H 1Y6

## **9. Headings**

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

## **10. Binding Effect**

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

**11. Execution**

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

SIGNED AND DELIVERED )  
In the presence of: )  
 )  
 ) TOWN OF WOLFVILLE  
 )  
 )  
 ) By \_\_\_\_\_  
 ) MAYOR

\_\_\_\_\_  
Witness )  
 )  
 )  
 ) By \_\_\_\_\_  
 ) TOWN CLERK

SIGNED AND DELIVERED )  
In the presence of: )  
 )  
 )  
 ) By \_\_\_\_\_  
 ) Mitchell Archibald  
\_\_\_\_\_)  
Witness )  
 )

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

I certify that on \_\_\_\_\_, 2026, \_\_\_\_\_ a witness to this agreement came before me, made oath, and swore that the **TOWN OF WOLFFVILLE**, 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 \_\_\_\_\_, 2026, \_\_\_\_\_ a witness to this agreement came before me, made oath, and swore that **Mitchell Archibald** caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

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

**Schedule "A" – Property Descriptions**

**PID 55456875**

Place Name: Hillside Avenue, Wolfville  
Municipality/County: Town of Wolfville  
Designation of Parcel on Plan: Lot FS-2  
Title of Plan: Plan of Survey Lot FS-1, FS-2 Lands of The Estate of Frederick W. Salsman, Wolfville, Kings County, Nova Scotia  
Registration County: Kings County  
Registration Number of Plan: P-12301  
Registration Date of Plan: April 10, 2003

\*\*\* 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: 2003  
Plan or Document Number: P12301

**PID 55273908**

Place Name: Hillside Avenue, Wolfville  
Municipality/County: Town of Wolfville  
Designation of Parcel on Plan: Lot FS-1  
Title of Plan: Plan of Survey Lot FS-1, FS-2 Lands of The Estate of Frederick W. Salsman, Wolfville, Kings County, Nova Scotia  
Registration County: Kings County  
Registration Number of Plan: P-12301  
Registration Date of Plan: April 10, 2003

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

Compliance:

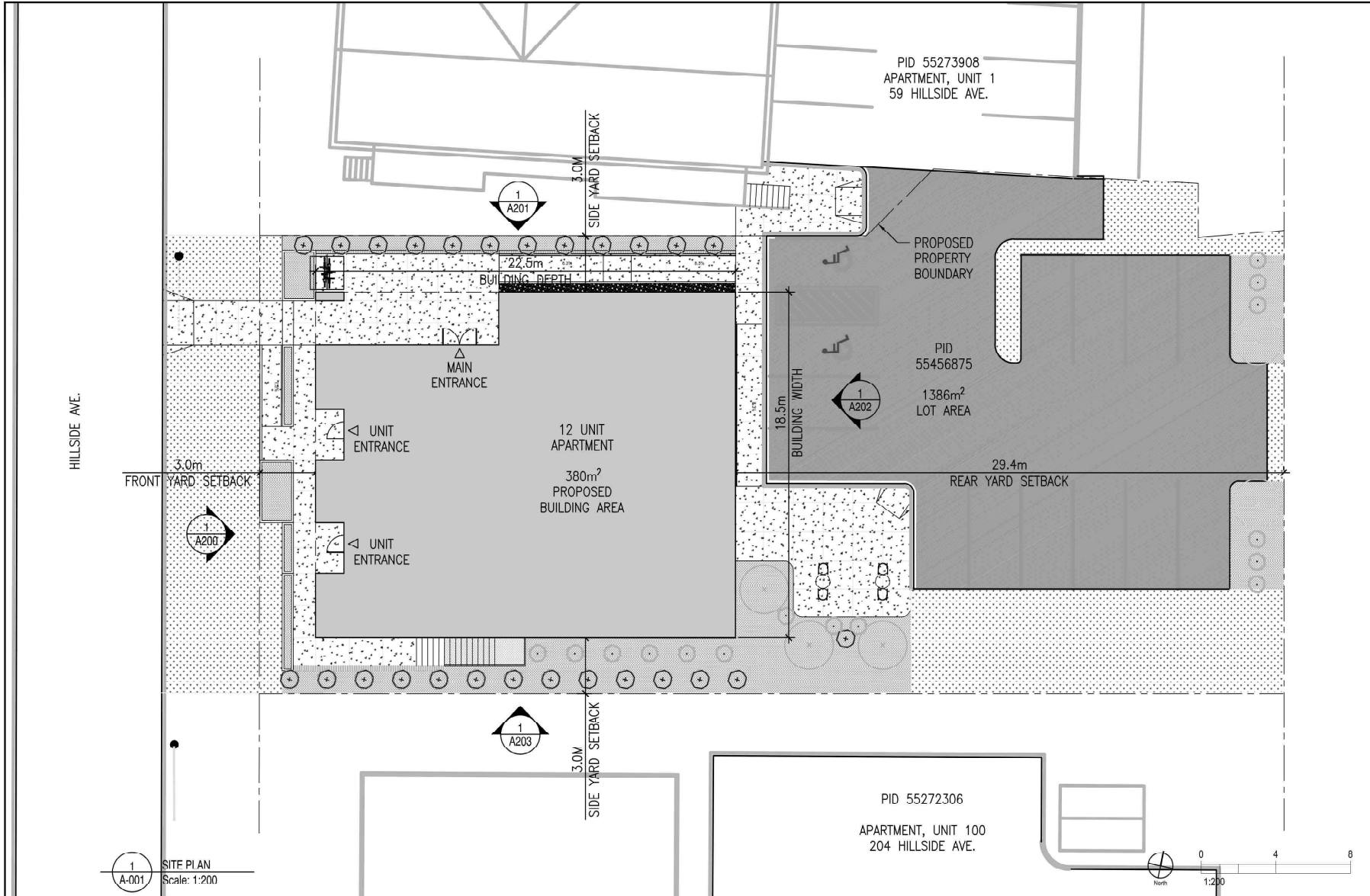
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY  
Registration Year: 2003  
Plan or Document Number: P12301





Schedule B. Site Plan



**Fathom**

Fathom Studio  
fathomstudio.ca

40 King St  
Dartmouth, NS  
B2Y 2K4

Client:

Student Housing Nova Scotia  
365-5991 Spring Garden Road | Halifax, NS

Scale:

NOT FOR CONSTRUCTION

Revisions:

NO.	DATE	DESCRIPTION
1	ISSUED FOR DA	2025-12-05

Project:

Wolfville Student Housing  
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name:

SITE\_PLAN

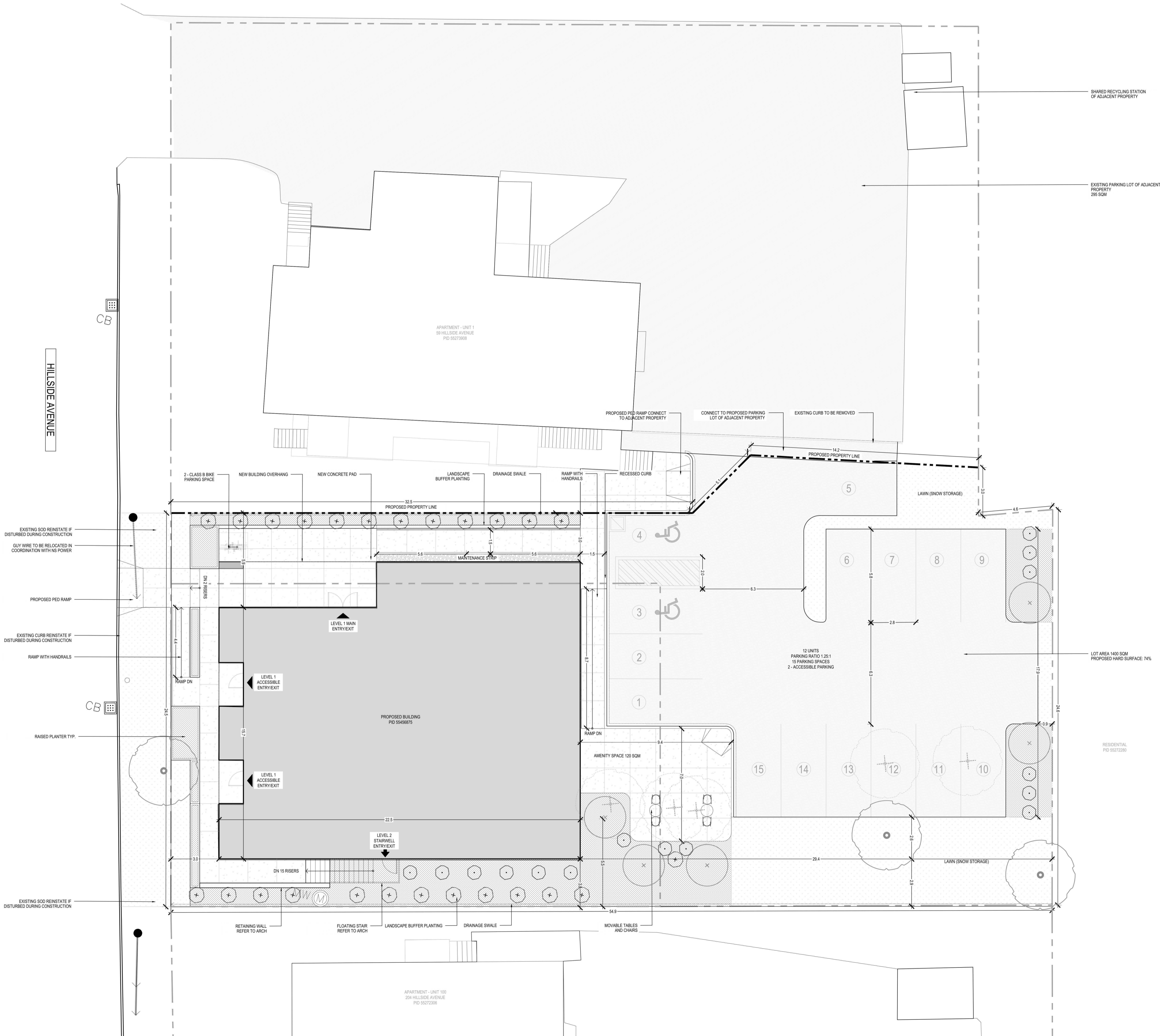
Scale:	Project number:
1:200	25-100

Drawn By:	Checked:	Approved:
AM	JB	JB

Drawing Number:

**A001**

# Schedule C. Landscape Plan



LAYOUT LEGEND	
SYMBOL	DESCRIPTION
---	PROPOSED PROPERTY LINE
- - - -	EXISTING PROPERTY LINE
▲	BUILDING ENTRY/EXIT
↑	BACK ENTRY/EXIT
▬	CONCRETE WALKWAY
▨	SOD
▩	PLANTER BED
+	PROPOSED TREE
○	EXISTING TREE TO BE PROTECTED
⊗	EXISTING TREE TO BE REMOVED
●	EXISTING UTILITY POLE
⊞	2 CLASS B SPACES - BIKE RACK

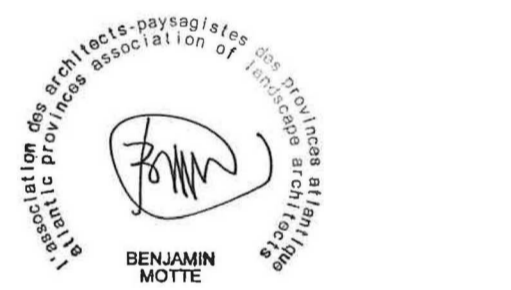
PLANTING SCHEDULE	
SYMBOL	DESCRIPTION
+	Amelanchier canadensis / Serviceberry 50mm CAL
+	EVERGREEN/NATIVE BUFFER Ilex x meserveae 'Blue Princess' / Blue Princess Holly 5 GAL
○	EVERGREEN/NATIVE BUFFER Viburnum trilobum / Highbush Cranberry 5 GAL

Client  
Student Housing Nova Scotia

Key Plan



Seal



NOT FOR CONSTRUCTION

Revisions		DATE
NO.	DESCRIPTION	
01	ISSUED FOR APPROVAL	2025-12-05
02	ISSUED FOR APPROVAL	2026-02-11

Project  
NS STUDENT HOUSING WOLFVILLE

WOLFVILLE, NOVA SCOTIA  
B4P 1N3

Drawing Name  
LANDSCAPE SITE PLAN

Scale  
1:125

Project number  
25-108

Drawn By  
JY

Checked  
BM

Approved  
BM

Drawing Number

# L101

# Schedule D. Architectural Design

# Fathom

Fathom Studio  
fathomstudio.ca  
40 King St  
Dartmouth, NS  
B2Y 2K4

Client  
Student Housing Nova Scotia  
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

Revisions  
Rev 1 ISSUED FOR DA 2025-12-05

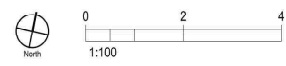
Project  
Wolfville Student Housing  
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name  
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Drawn By: AM Checked: JB Approved: JB  
Drawing Number



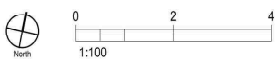
1 WEST ELEVATION  
A-200 Scale: 1:100



# A200



1 NORTH ELEVATION  
A-201 Scale: 1:100



Client

Student Housing Nova Scotia  
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

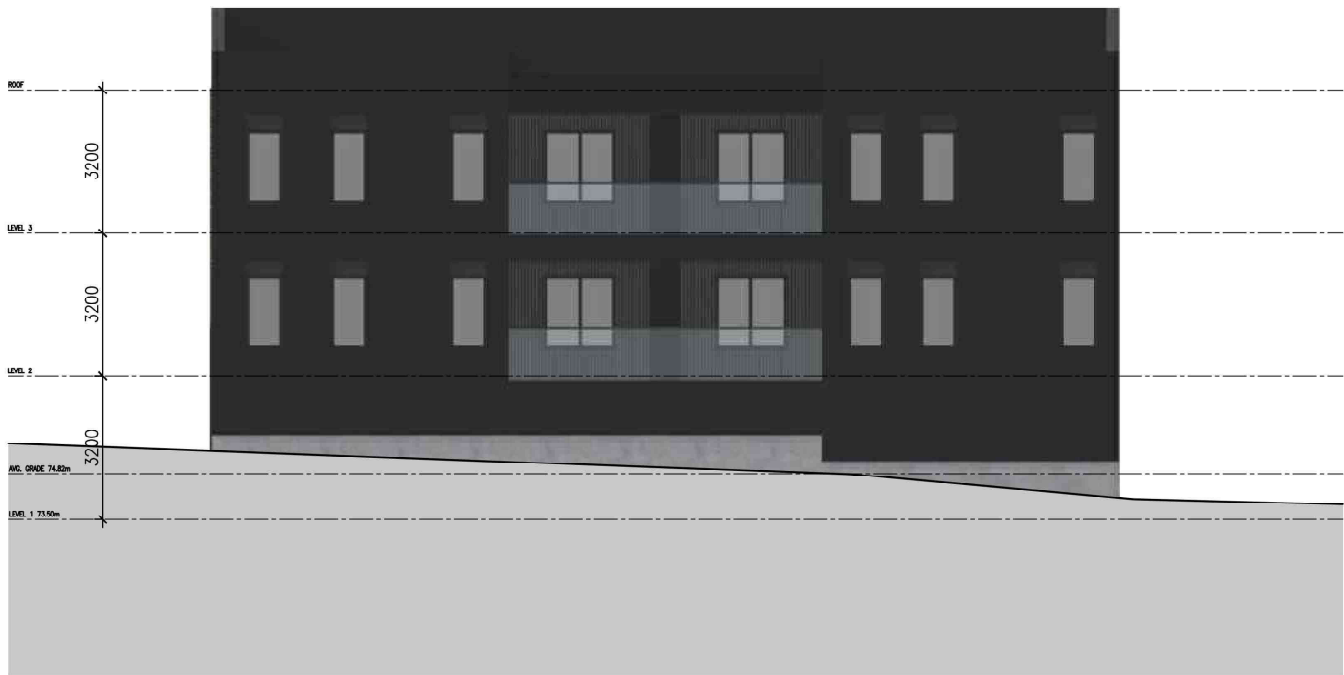
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Wolfville Student Housing  
LOT FS-2 Hillside Avenue | Wolfville, NS

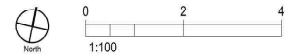
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Scale: 1:100 Project number: 25-100  
Drawn By: AM Checked: JB Approved: JB  
Drawing Number

# A201



1 EAST ELEVATION  
A-202 Scale: 1:100



Client

Student Housing Nova Scotia  
365-5991 Spring Garden Road | Halifax, NS

Scale

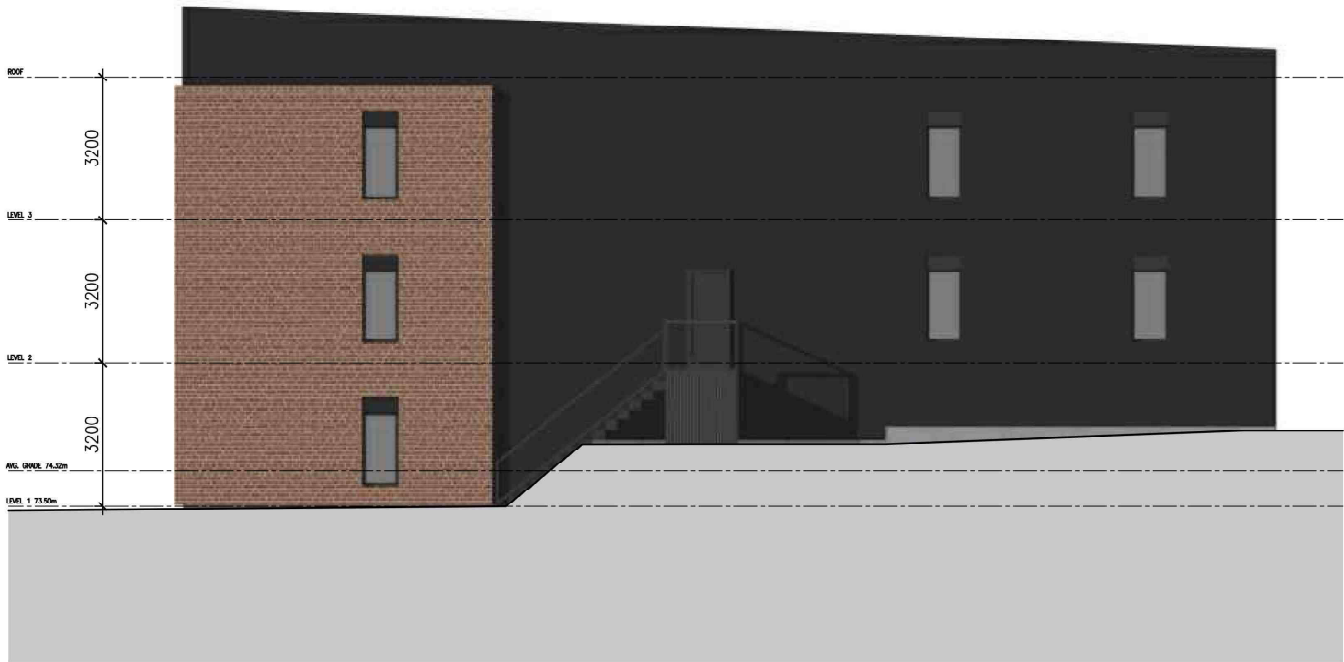
NOT FOR CONSTRUCTION

Revisions  
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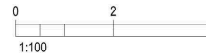
Project  
Wolfville Student Housing  
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name  
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Drawn By: AM Checked: JB Approved: JB  
Drawing Number



1 SOUTH ELEVATION  
A-203 Scale: 1:100



Client

Student Housing Nova Scotia  
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

Revisions  
Rev 1 ISSUED FOR DA 2025-12-05

Project  
Wolfville Student Housing  
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name  
SOUTH\_ELEVATION

Scale: 1:100 Project number: 25-100  
Drawn By: AM Checked: JB Approved: JB  
Drawing Number

# A203

## COMMITTEE UPDATE

Title: Planning Advisory Committee

Date: April 9, 2026

Department: Committee of the Whole

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Introductions of new committee members and new supporting staff were done. – Welcome to Tracey Read as our new member!

### **Development Agreement Application: DA-2026-001 Hillside Avenue - Student**

#### **Housing Nova Scotia**

Fathom Studio has submitted an application on behalf of Student Housing Nova Scotia to construct a new 12-unit building on Hillside.

- The building plan was presented.
- A planting buffer is proposed along all four sides of the property.
- Previous questions regarding parking and traffic control were addressed in the report.
- Stormwater management for the property is expected to be straightforward, as existing infrastructure is available for connection.
- Feedback from the Public Information Meeting indicated a desire to preserve street trees; the building plan has been revised to retain two additional trees.
- An additional section of sidewalk will require winter maintenance by the Public Works team, though this is not expected to significantly increase operational demands.
- There are currently no plans to add a sidewalk on the east side of Hillside Avenue; an existing sidewalk is located on the west side.

#### **Development Activity update**

- The new permit activity reporting system in GIS was demonstrated.
- 18 development permits were issued in the last three months.

#### **Various project updates:**

- Housing Accelerator Fund and Plan Review
-

## COMMITTEE UPDATE

Title: Planning Advisory Committee

Date: April 9, 2026

Department: Committee of the Whole

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- Public Hearing was scheduled for May 13th in the Wolfville Legion; details can be found under the events section on Wolfville.ca
- Earnscliff Ave road construction
- Tender issued and set to close on April 16.
- New street reconstruction will take place. The plan of street reconstruction was demonstrated.
- Water Transmission Main (West Main St)
- Reservoir Park - The Flow Mountain Bike trail will get a refresh.
- Old Burying Ground - An information report will come back to the committee.
- Waterfront Park and flood protection berm
- Concepts are being developed to address the flood risks in Waterfront Park.
- Grocery store mural - Coming in in May.

## ROUNDTABLE

- Noted a desire for requirements to add more trees during site redevelopment,
- as many trees are being removed during new construction.
- Expressed interest in greater preservation of heritage buildings at the Town entrance, given concerns about changes to Wolfville's aesthetic character.
- Raised the possibility of reviewing the noise bylaw in relation to new multi-unit developments.
- Discussed which development projects will be brought forward to the Planning

NEXT MEETING - May 14, 2026 – 6:30 p.m.

Respectfully submitted,

Jodi Mackay, Mayor

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