Special Committee of the Whole
Tuesday, June 27, 2017
8:30 a.m.
Council Chambers, Town Hall
359 Main Street

Agenda

1. Approval of Agenda

2. Approval of Minutes:
   a. Committee of the Whole Minutes, June 6, 2017

3. Staff Reports for Discussion
   a. RFD 040-2017: 462/468 Main St Development Agreement
   b. RFD 041-2017: 9 Gaspereau Avenue Amending Development Agreement

4. Question Period
   Procedure: A thirty-minute time period will be provided for members of the public to address Council regarding questions, concerns and/or ideas. Each person will have a maximum of two minutes to address Council with a second two-minute time period provided if there is time remaining within the thirty-minute Public Input/Question Period timeframe.

5. Special Committee of the Whole Meeting Adjourned
c. RFD 032-2017: RESIDENTIAL RENTAL REGISTRATION BYLAW CH101
   • Director Community Development provided background information to Council on the proposed
     Residential Rental Registration Bylaw
     07-06-17 IT WAS REGULARLY MOVED AND SECONDED THAT THE COMMITTEE OF THE WHOLE
     FORWARD THE FOLLOWING MOTION TO COUNCIL FOR DECISION ON OCTOBER 17, 2017: THAT
     COUNCIL GIVE FIRST READING TO THE RESIDENTIAL RENTAL REGISTRATION BYLAW, CH101
     CARRIED

d. RFD 036-2017: POLICY 120-006, FLAG FLYING POLICY AMENDMENTS
   08-06-17 IT WAS REGULARLY MOVED AND SECONDED THAT THE COMMITTEE OF THE WHOLE
   FORWARD THE FOLLOWING MOTION TO COUNCIL FOR DECISION: THAT COUNCIL APPROVE THE
   AMENDMENTS TO THE FLAG FLYING POLICY 120-006
   CARRIED

8. QUESTION PERIOD
   • Elisabeth Kosters, in looking to have a ban on one-time plastic shopping bags, highlighted the
     following issues:
     o Valley Waste Resource Management support all efforts to reduce the amount of solid waste in
       the community, especially when it comes to single use items such as shopping bags. While
       plastic bags are recyclable in the region, they are no doubt wasteful and in many cases
       unnecessary. According to Valley Waste, in 2015-2016, 618 metric tons of plastic film was
       recycled and Wolfville was responsible for 34 metric tons, while not all of that was shopping
       bags, a good portion of it was
     o Making consumers conscious of the waste they create is important education. Banning plastic
       bags is an important educational tool for consumers
     o The cost to the municipality to collect and recycle plastic bags can be considerable. It costs the
       Town of Wolfville $125 per ton to have plastic film recycled, not including the cost associated
       with the collection trucks and transfer facilities. So, for 34 tons it cost Wolfville $4,250 for
       plastic recycling by Valley Waste Resources
     o There should be a cost charged for each and every plastic bag used by the consumers
     o There needs to be a plastic bag ban in the Town of Wolfville. As a town of firsts, the Town of
       Wolfville needs to ban plastic bags
     o Council was urged to make a difference by banning and charging for the use of one-time plastic
       bags
     o Mayor highlighted that this was an issue that could be taken back to the Wolfville Business
       Development Corporation.
     o Councillor Brian, as Chair to the Environmental Sustainability Committee, highlighted that there
       will also be a recommendation coming forward from the Environmental Sustainability
       Committee
   • Deputy Mayor Oldham inquired about future meetings having recorded voting. CAO recommended
     that it be put forward as a recommended Agenda item for a future Council meeting
   • CAO closed out issues from earlier in the meeting:
SUMMARY

462-468 Main Street Development Agreement

For Council to consider the PAC recommendation regarding the draft development agreement at 462-468 Main Street (PID 55279087 & 55500300) to allow for the construction of two (2) storeys of residential use above the existing single storey commercial building to create a three-storey multi-use building on the subject property.

PAC Motion (June 21, 2017):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT THE PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR 462-468 MAIN STREET TO COUNCIL WITH A POSITIVE RECOMMENDATION.

CARRIED

DRAFT MOTION:

That Committee of the Whole refer the Draft Development Agreement for 462-468 Main Street to a Public Hearing on July 18, 2017.
1) CAO COMMENTS

No Comments Required.

2) LEGISLATIVE AUTHORITY

The Municipal Planning Strategy establishes the ability to enter into development agreements. See attached PAC Staff Report.

3) STAFF RECOMMENDATION

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

4) REFERENCES AND ATTACHMENTS

- PAC Staff Report dated June 21, 2017
- Draft Development Agreement dated June 21, 2017

5) DISCUSSION

PORTER & GILBERT PROPERTIES LTD. is seeking a development agreement that would allow for the construction of two (2) storeys of residential use above the existing single storey commercial building to create a three-storey multi-use building located at 462-468 Main Street.

The proposed development would create a multi-use building with four commercial units located on the ground floor, four residential units located on the second floor, and another four residential units located on the third floor, totalling to twelve (12) units (four commercial and eight residential) on the subject property.

The Planning Advisory Committee (PAC) reviewed the application during their June 21, 2017 meeting and provided a positive recommendation to Council upon considering:

- comments from the public, which were recorded from the Public Information Meeting that took place on April 13, 2017; and
- the professional opinion of Staff provided through a Staff Report;

Further information on the proposal and related discussions from the Public and PAC can be found in the attached PAC Staff Report.

The next step in the process is for the application to go forward to a public hearing, which has tentatively been set for July 18th, 2017. Following the public hearing, Council will then provide a decision to enter into the development agreement.
6) **FINANCIAL IMPLICATIONS**

None

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

Full policy review provided in the attached PAC Staff Report.

8) **COMMUNICATION REQUIREMENTS**

The Town held a Public Information Meeting on April 13th, 2017 and the notes from the session are included as Attachment 2 of the PAC Staff Report. In addition, staff sought comment on the application from the Traffic Authority and the Municipal Engineer. The application was circulated to the DRC on March 31st, 2017, which further assisted the review process in identifying significant design issues with the subject property and proposed building. Property owners within 100 metres of the property were notified by mail of the application, a sign was placed on the property indicating that the site was subject to a development agreement application and notification was placed on our website /social media regarding the application.

A Public Hearing is the next step of the process, which is tentatively set for July 18th, 2017. This step will provide further opportunity for Council to hear directly from the public regarding the proposal. Notification of the public hearing will be mailed to neighbouring property owners, ads will be placed in the newspaper, and information posted to the Town’s website and social media. The existing sign will remain placed on the property indicating the property is subject to a development agreement.

9) **ALTERNATIVES**

1. COTW forwards the application to Council to refer the application to the Planning Advisory Committee with specific direction or questions for consideration.
2. COTW forwards the application to Council with a recommendation to reject the application.
1) PROPOSAL
PORTER & GILBERT PROPERTIES LTD. is seeking a development agreement that would allow for the construction of two (2) storeys of residential use above the existing single storey commercial building to create a three-storey multi-use building located at 462-468 Main Street.

The proposed development would create a multi-use building with four commercial units located on the ground floor, four residential units located on the second floor, and another four residential units located on the third floor, totalling to twelve (12) units (four commercial and eight residential) on the subject property (Fig. 1).

2) STAFF RECOMMENDATION
Staff believe that the draft development agreement is consistent with the relevant policies of the Municipal Planning Strategy and recommends that it be forwarded to Council with a positive recommendation for its review and decision.
3) PROCESS

Section 230 of The Municipal Government Act (MGA) establishes the process for the approval of a Development Agreement. This process requires review by the Planning Advisory Committee and the holding of a Public Hearing by Council prior to a decision by Council to approve or reject the proposal (Fig. 2). The decision by Council may be appealed to the Nova Scotia Utility and Review Board by an aggrieved person or by the Applicant.

The first stage of the application review process began at the Public Information Meeting (PIM) held on April 13th, 2017. Property owners within 100 metres of the development were notified by mail, indicating that the site was subject to a development agreement application. The purpose of the PIM was to provide the public with an opportunity to offer preliminary feedback on the request and allow the applicant to answer any arising questions. Notes from this session have been included as ‘Attachment 2’ and assisted the review process in identifying significant issues or concerns raised by Town residents and nearby property owners.

The subject property (462-468 Main Street) is located within the ‘Downtown’ Architectural Control Area and required review by the Town’s Design Review Committee (DRC). The Application was circulated to the DRC on March 31st, 2017, which further assisted the review process in identifying significant design issues with the subject property and proposed building.

The next stage of the process will have the Planning Advisory Committee (PAC) review this report and provide a recommendation to Council. Council will then provide Initial Consideration and may hold a Public Hearing prior to a decision. The Public Hearing would be scheduled following Initial Consideration.
4) BACKGROUND AND CONTEXT

**Designation & Zoning**

The property identified (outlined in red) as 462-468 Main Street (PID 55279087 & 55500300) has a combined lot size of 10,293 ft², is designated Central Commercial in the Municipal Planning Strategy (MPS) and zoned C-1 (Central Commercial) in the Land Use Bylaw (LUB) (Fig. 3).

*Figure 3: Location Map – 462-468 Main Street*
Existing Development & Use
Located along Main Street and in the heart of Downtown Wolfville, the subject property is in proximity and easily accessible to Town amenities, nearby parks, trails, and shopping boutiques. The property is a ‘Through Lot’, which provides access and egress from Main Street and Front Street, and contains generally a flat typography (Fig. 4 – Fig. 5).

The existing building on site, which is a single storey steel frame structure with infill masonry on a full basement concrete foundation, contains four commercial retail units (Trip Central, Box of Delights Book Shop, Casa Bella, and the Harvest Gallery), totaling to approximately 5360 ft² of commercial space. The Main street façade is brick masonry veneer with large commercial windows designed for retail display. The east and west walls are in close proximity to the property lines and are also of masonry construction.

Figure 4: Existing Conditions - Looking east along Main Street at the subject property (462-468 Main Street).

Figure 5: Existing Conditions - Looking west along Front Street at the rear entrance to the subject property (462-468 Main Street).
The subject property has two existing easements with adjoining properties (Fig. 6). The first easement is adjoining with 3 Elm Avenue and is located along the west property line of the subject property and does not encumber the property but provides a benefit. This easement provides access to the rear of the building on the subject property. This easement will continue to provide as an access way to the subject property, as no changes or alterations have been proposed.

The second easement encumbers the property and adjoins with 460 Main Street and is located on the north-east side of the subject property. This easement allows the owners of Paddy’s Irish Brew Pub and Rosie’s Restaurant (460 Main Street) to access the north-east corner of the subject property for the location, storage and loading of products. This easement has been accommodated within the proposed Site/Landscape Plan for the subject property (Fig. 12 – Pg. 10) and will continue to exist, as no changes or alterations have been proposed.

Figure 6: Two easements exist with the subject property. The first exists between 3 Elm Avenue (west) and the second between 460 Main Street (east).
Proposed Development & Use
With a desire to develop luxury style apartments and to further densify the Core Area of Wolfville, the Applicant is seeking to construct two storeys of residential use above the existing single storey commercial building to create a three-storey multi-use building located at 462-468 Main Street (Fig. 7 – Fig. 8).

A total of eight (8) residential dwelling units is proposed. The second floor of the proposed building would contain three 2-bedroom units and one 1-bedroom unit, while the third floor would contain two 2-bedroom units and two 1-bedroom units, totaling to 13 bedrooms. The residential dwelling units would be accessed internally through the ground floor residential lobby entrance, located on the west-side of the building. The lobby would also extend to the north side of the building to provide direct access to on-grade parking for the residential tenants, accessed from Front Street. Bicycle parking/storage would be available for each residential unit and located on the basement floor of the building. The proposed development intends to incorporate a commercial solar PV System, encompassing most of the roof space, requiring a fence guard for safety and maintenance concerns.

Figure 7: Proposed Development - Looking west along Main Street at the subject property (Model of 462-468 Main Street).

Figure 8: Proposed Development - Looking west along Front Street at the entrance to the subject property (Model of 462-468 Main Street).

The proposed development would create a multi-use building, totalling to twelve (12) units (four commercial and eight residential) on the subject property.
Architecture, Character and Design of the Downtown

The Application was circulated to the Town’s Design Review Committee (DRC) for review on March 31st, 2017, as the subject property is located in the ‘Downtown’ Architectural Control Area of Town (Fig. 9).

Figure 9: 462-468 Main Street (circled in black) is located within the ‘Downtown’ Architectural Control Area of Town.

Wolfville’s downtown area, over the recent years, has emerged to play a role as a “regional specialty centre – servicing the Annapolis Valley, and attracting visitors from Halifax and the provincial tourism market” (Downtown Architectural Design Manual, Pg. 1). This area of Town has a compact urban character with an attractive mix of buildings, parking and pedestrian areas, and a vibrant retail economy. The continuous enhancement of streetscapes through provided lighting and landscaping, parking, and renovated and restored building facades are appealing features that has helped conserve the human scale and appeal of the downtown. More specifically, the existing scale and rhythm of buildings along Main and Front Street is greatly characterized by its space between buildings, changes in façade treatment, and a diversity of roof slopes and storey heights (Fig. 10).

Figure 10: Downtown Wolfville
The architecture found within Wolfville’s downtown is one which began with New England Planter influences in the late 1700’s. Since this time, a significant increase in Victorian buildings in the 19th century, with some “…1920’s store-front architecture and several examples of art deco and art nouveau styles has helped accommodate contemporary designs from the post-war period to present within the downtown area” (Downtown Architectural Design Manual, Pg. 2). However, while there is respect to for the Town’s heritage, there is, nevertheless, a varied nature to the architecture of the downtown. The Downtown Architectural Guidelines Manual states:

“The Town encourages proposals which are innovative, yet are keeping with the spirit and visual character of downtown Wolfville. The intent is not to simply repeat the architecture of the past or discourage the use of new style” … and “...The relationship of new construction to the overall context of the streetscape should provide cues for form, materials, and colour choices”. (Pg. 3)

‘General Principles’ for this area have also been developed, which help direct and maintain the architectural style and design of proposed developments. These principles are related to: creating a pedestrian environment; reinforcing the streetscape; respecting diversity; conserving architectural heritage; screening the utilitarian; providing weather protection; and controlling signage.

Ensuring that development proposals abide by these general principles, may also ensure that new developments and additions fit into the architecture and street fabric of the Town.

**Existing Development - Architecture, Character and Design of Building on Site**

The existing building on the subject property contains features such as a “single storey, masonry veneer, and large commercial windows for retail display”, which resembles a [Modernist/International style](#) of architecture ([Fig. 11](#)). The most common characteristics of a [Modernist/International](#) style of building contains:

- rectilinear forms;
- light, taut plane surfaces that have been completely stripped of applied ornamentation and decoration;
- open interior spaces;
- Glass and steel; and
- A visually weightless quality created using cantilever construction.

![Figure 11](#): The existing building at 462-468 Main Street resembles a Modernist/International style of architecture.
Proposed Development - Architecture, Character and Design of Building on Site

The proposed development is seeking to create an architectural style that is more resembling of the downtown area, while maintaining a relationship with the existing streetscape. The proposed architectural design and features of the building utilize a mansard roof style, which has a roof line that recedes slightly from the street façade. The proposed height of the building is 38’-6”, which is measured from the base grade of the building to the top of the solid parapet. The proposed building also incorporates a strong horizontal line through its design, which appears to minimize the overall appearance and height of the development by creating a continuous rhythm of windows and doors (Fig. 12 – Fig. 13).

The proposed development seeks to maintain its recessed store front entries on the ground floor and plans to introduce new features, such as awnings, which should provide weather protection and a visual appeal to the proposed building. The windows proposed for the second and third floors of the building are located and spaced to match the rhythm of the existing shop fronts, while providing unique elements to represent the displacement of units throughout the proposed building.
Besides addressing the evident architectural style and features associated with Main Street, the subject property also contains frontage on Front Street, which also must be considered (Fig. 14). The building façade on Front Street has several proposed steps, which creates spaces for private terraces for some of the dwelling units on site. This façade will specifically accommodate access for loading for the commercial units and further, would provide opportunity for commercial signage.

**Figure 14:** Proposed Development - Rear Façade of 462 – 468 Main Street (model view from Front Street).

The proposed Site/Landscape Plan for the subject property indicates the functional layout and operation of the site in relation to its surroundings by identifying the proposed parking configuration, landscaping and amenities on site (Fig. 15).
Figure 15: Proposed Site Plan/ Landscape Plan – 462-468 Main Street
5) POLICY REVIEW & DISCUSSION

A property zoned Central Commercial (C-1) containing a proposal of this nature is to be considered only through the development agreement process, as per section 9.2.4 of the MPS and subject to the following Municipal Planning Strategy (MPS) Polices:

- The Central Commercial Designation (9.2.4 and 9.2.9);
- Architectural Heritage (12.1.4, 12.1.5, 12.1.7); and
- Criteria for Development Agreements (18.6.1).

The following section provides an overview and discussion of relevant MPS policies. Tables summarizing all relevant policies of this development proposal are provided in Attachment 1.

**Municipal Planning Strategy (MPS) – Part 9 – Central Commercial Designation Policies**

The MPS establishes when a development requires a development agreement. In the Central Commercial Designation, within the C-1 (Central Commercial) zone, a development proposing an addition to an existing building in excess of 100 square metres or 25% of the total floor area, may only be approved by development agreement, as per Policy 9.2.4:

<table>
<thead>
<tr>
<th>9.2.4</th>
<th>to consider only by development agreement in areas zoned Central Commercial (C-1) proposals for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• new buildings in excess of 100 square metres building floor area in accordance with policies 12.1.4, 12.1.5 and 18.6.1.</td>
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<tr>
<td>• additions to existing buildings in excess of 100 square metres or which constitute over 25% of the building floor area of the existing building in accordance with policies 12.1.4, 12.1.5 and 18.6.1.</td>
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<tr>
<td>• new lounges, additions to, or extensions of established lounges in accordance with policy 9.2.8.</td>
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MPS Policy 9.2.4 identifies that the proposed development, which would see the construction of two storeys of residential use on top of the existing one storey commercial building, would constitute as an addition in excess of 100 square metres and more than 25% of the building floor area of the existing building.

In addition to MPS Policy 9.2.4, a development proposing a height greater than two storeys within the Central Commercial (C-1) Zone may only be considered by development agreement, as per Policy 9.2.9:

| 9.2.9 | to establish the normal building height for as-of-right development in the C-1 zone at two storeys. Buildings in excess of two storeys may be considered by development agreement in accordance with policies 12.1.4, 12.1.5, 12.1.7 and 18.6.1. |
MPS Policy 9.2.4 & 9.29 do not contain specific criteria that are required within the Central Commercial Designation. However, both policies require that the proposed development may only be considered by development agreement in accordance with policies relating to Architectural Heritage (12.1.4, 12.1.5, 12.1.7) and General Development Agreement Criteria (18.6.1).

**Municipal Planning Strategy – Part 12.1 – Architectural Heritage and Culture**

Section 12.1 of the MPS contains specific policy that addresses links between preservation, sustainability, management and protection of Wolfville’s architectural heritage. These policies help guide and direct the architectural style, design and character of proposed developments within Town. A summary table identifying all relevant Architectural Heritage policies with staff comment to each is provided in Attachment 1.

**Discussion & Analysis: Criteria Met from Policy 12.1.5 of the MPS:**

The proposed development, in Staff’s opinion, meets the intent of MPS Policies related to Architectural Heritage. However, MPS Policy 12.1.5, which refers to architectural style and character, was identified with initial concern, as the proposed building offered a new style of architecture. Policy 12.1.5 is discussed in detail below (Table A – Discussion of MPS Policy 12.1.5).

<table>
<thead>
<tr>
<th>Table A – Discussion of MPS Policy 12.1.5</th>
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<tbody>
<tr>
<td><strong>Policy</strong></td>
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<tr>
<td>Section: 12.1.5 States:</td>
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<tr>
<td>“to ensure that when considering development agreements the architectural character of any proposed new building, or the addition to or alteration of any building is visually compatible with the established architectural character of other buildings in the neighbourhood, in terms of height, bulk, scale, roof shape, materials, and relationships of</td>
</tr>
<tr>
<td>The subject property is located in the Downtown Architectural Control Area of Town, which is distinguished with diverse styles of architecture and features. A great importance is placed on proposed developments to maintain the relationship with the existing construction and overall context of the streetscape through form, materials, and colour choices.</td>
</tr>
<tr>
<td><strong>Architectural Character</strong></td>
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<tr>
<td>The proposed development will require an addition that will see the existing one-storey building raised by two-storeys, creating a three-storey multi-use building on site. The multi-use building is to be built with new architectural features that will better relate and resemble to the architectural character found along Main Street.</td>
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<tr>
<td><strong>Height:</strong></td>
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</table>
Staff believe the proposed development has a height that resembles the surrounding neighbourhood and meets the zoning standards set out within the Land Use bylaw. Further, the proposed development will be conditioned to maintain three-storeys and a maximum height of 40 feet through the development agreement. A maximum height of 40 feet has been selected in order to allow the Applicant extra footage for adjustments through the construction of the development.

**Bulk & Scale:** When comparing the proposed development to adjacent properties, the scale and bulk is quite noticeable. Both neighbouring properties are 2+ storeys and are built on the frontline of their lot, which helps create and maintain Main Street’s Streetscape.
The proposed development is seeking to enhance Main Street’s streetscape by developing a three-storey façade that will include vertical pilasters within the brick-work, to create a greater sense of vertical rhythm. This technique may reduce the perceived bulk and scale of the proposed building, in comparison with neighbouring buildings. The proposed development also has stepped back Front Street’s façade, which may assist in maintaining the scale of the street.

Staff believe that the proposed development maintains an adequate scale and bulk.

**Roof shape:** The proposed development utilizes a mansard roof style, which has a roof line that recedes slightly from the street façade. This Victorian roof style was chosen, according the design brief submitted by the applicant, as it best diminishes the perceived height of the building, while keeping it in scale with the streetscape. Although this style of roofing is not well observed in the Downtown (besides 382 Main Street and 10 Harbourside Drive), this roof shape has been utilized in other historical residential buildings surrounding the Downtown area. An example can be found at 19 Gaspereau Avenue, located just outside of the Downtown Architectural Control Area (see image below).
Staff believe that the proposed development does not contain a roof shape found well-resembled within the downtown area. However, the roof shape does contain residential tendencies, which relate back to the roots of a historical Victorian Style of Architecture and may pose well in the Downtown and fit the character of a multi-use building. Further, the Downtown Architectural Guidelines state that a variety of roof styles are utilized in the downtown area, which may conclude that the mansard roof style isn’t necessarily out of character with the surrounding neighbourhood and provides visual empathy for earlier periods.

Relationship of Doors & Windows:

Main Street’s Façade (South elevation) of the proposed building will maintain its large commercial windows and recessed store fronts (7-8m) on the ground floor. Vertical windows proposed for the second and third floors are recessed or ornamented and spaced adequately to with the rhythm of the existing shop fronts.

Front Street’s Façade (North elevation) of the proposed building will also have vertical windows, that will be recessed and maintain a similar style of trim found on Main Street’s Façade.
<table>
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<tr>
<th>Materials &amp; Architectural Features:</th>
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<tbody>
<tr>
<td>Staff believe that the proposed building’s doors and windows along Main Street and Front Street resemble the architecture style and rhythm of the surrounding neighbourhood. (see image below).</td>
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</table>

**Architectural features, which have been identified as conditions within the development agreement (s. 5.1.7.2 – s. 5.1.7.5), shall include, but not limited to:**

- Roofing - Asphalt Shingles or Alternative
- Roofing – Fence Guard
- Cladding - Accent Precast Concrete Elements or Alternative
- Cladding – Main Field Brick – Red in colour
- Cladding – Accent Brick
- Cladding – Finish Panels
- Cladding - Metallic Panels (above residential entry)
- Feature - Awnings – Above commercial store fronts
- Lighting – Wall Mounted (Main Street)
- Windows – Recessed Frame on Main Street
- Windows – Vertical Orientation (2nd + 3rd Floors)

**Design Review Checklist:**

Staff believe the applicable Design Review Checklist has been satisfactorily completed. Please see *Attachment 1* for a brief discussion and overview of the Downtown Architectural Guidelines - Design Review Checklist.
Staff believe the proposed development is generally consistent with the intent of Policy 12.1.5 of the MPS, as it has adequately addressed the Design Review checklist contained in the Downtown Architectural Guidelines Manual and maintains adequate visual compatibility with the established architectural character of other buildings in the downtown and surrounding neighbourhood.

**Municipal Planning Strategy – Part 18 – Implementation**

Both policies 9.2.4 and 9.2.9 of the MPS state that a development proposal of this nature may only be considered by development agreement in accordance with MPS Policy 18.6.1.

Policy 18.6.1 of the MPS contains general policy for all development agreements, which focus on issues related to the preservation, servicing, and design of the proposed development.

**Discussion: Criteria Met from Policy 18.6.1 of the MPS:**

Issues found by Town Staff during their review of the general criteria for all development agreements are reviewed below (Table B – Discussion of MPS Policy 18.6.1).

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Discussion</th>
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<tbody>
<tr>
<td>1. Type and Intensity of Use</td>
<td>Section 18.6.1 (b) of the MPS states:</td>
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<td>“to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods... (i) The type and intensity of use;”</td>
</tr>
<tr>
<td>Existing Use</td>
<td>• The existing use of the subject property, contains four commercial retail units (Trip Central, Box of Delights Book Shop, Casa Bella, and the Harvest Gallery), totaling to approximately 5,360 ft(^2) of commercial space.</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>• The proposed use for the subject property is a twelve-unit multi-use building, maintaining the four (4) commercial units on the ground floor, with the addition of eight (8) residential dwelling units containing a total of thirteen (13) bedrooms between the second and third storeys of the proposed building.</td>
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<tr>
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<td>• The proposed development will have a mix of unit types consisting of one bedroom units and two unit bedrooms.</td>
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<td></td>
<td>• The proposed development will decrease the existing its existing commercial space by 538 ft(^2) (50m(^2)) to develop the residential lobby located on the west-side of the development.</td>
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Discussion

- Altering the property’s use from commercial to multi-use (commercial and residential), may incur increased noise and traffic.
- A development of this nature is enabled by development agreement and is consistent with other uses in the area.
- The Imagine Wolfville’s Downtown Plan identifies that mixed density and housing options (see graphic on next page) are an important entity of Wolfville’s Community Visions for its Downtown.

- Along with this desired vision, it has been understood that providing an inclusive range of housing opportunities and supporting mixed land uses are principles for “Great DOWTowns” (pg. 13-14). More specifically, the subject property is located within two of the eight designated Downtown Precincts – this being Precinct 5 (Cultural & Residential) and Precinct 8 (Main Street). Both Precincts provide a focus on in-fill and public space enhancement possibilities, some of which include:
  
  “Mixed use retail, office and residential in-fill with retail/office at street level.” (Pg. 29)

Staff believe an intensification of use and density within this neighbourhood may increase the traffic within this area of downtown but will not substantially impact the street network. Further, the intent of the MPS and the Town’s downtown plan encourages development principles promoting inclusive housing opportunities and mixed land uses.
Section 18.6.1 (b) of the MPS states:

“to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods...
(ii) the height, mass or architectural design of proposed buildings;”

**Surrounding Neighbourhood**

- The subject property is located in the Downtown Architectural Control Area of Town, which is characterized by its compact urban character with an attractive mix of buildings, parking and pedestrian areas, and a vibrant retail economy. More specifically, the existing scale and rhythm of buildings along Main and Front Street is highly articulated with space between buildings, changes in façade treatment, and a diversity of roof slopes and storey heights.

**Height**

- The height of the existing main building will increase from one storey to three-storeys, totaling to 38’-6” in height.
- The proposed height will meet the Zoning Standards set out in section 12.4 of the Land Use Bylaw, as the maximum height permitted as-of-right is 39 ft., and will be conditioned within the development agreement to not exceed three storeys or a height of 40 ft.

**Mass**

- The mass of the existing building will increase, with the addition of two storeys. However, Staff believe the proposed development provides a scale that is adequate and architectural features which diminish the perceived bulk or mass of the building.
- See Staff comment regarding ‘bulk and scale’ in Table A: Discussion of Policy 12.1.5.

**Architectural Design**

- See Staff comment regarding Architectural features in Table A: Discussion of Policy 12.1.5.

Staff believe that the alterations proposed to the exterior appearance of the existing building on the subject property are compliant with the Town’s Downtown Architectural Guidelines.
Section 18.6.1 (g) of the MPS states:
“to ensure that the proposed site and building design provides the following:
(ii) functional vehicle circulation and parking and loading facilities designed to avoid congestion on or near the property and to allow vehicles to move safely within and while entering and exiting the property;”

Nearby residents of the subject property believed that parking and traffic would be an issue if further densification was permitted (Attachment 2). Please see Staff’s comments on the proposed access, egress, parking, and loading facilities for the subject property:

### Parking
- Using the Land Use Bylaw as a guideline for parking requirements, the development requires zero (0) parking spaces to be located on-site.
- The Applicant has exceeded this requirement and has proposed five (5) on-site parking spots, one of which will be barrier free, by developing the rear-side of the property (Fig. 15). Commercial tenants will not receive a designated parking spot.
- Parking spaces 1 - 3 (as marked on the Site/Landscape Plan) are 7’-9” by 20’-0” with some extra footage and approximately meets the standard dimensions of a parking spot.
- Parking spaces 4 and 5 (as marked on the Site/Landscape Plan) are or greater than 9’-6” x 23’-0”.

### Loading Facilities
- The Applicant has identified that the existing loading zone will not change from its existing functions or conditions. Each commercial unit will have a rear door, accessible to the driveway from Front Street.

### Vehicle Circulation (Access & Egress)
- Existing access and egress to the north-side of the subject property is to utilize a one-way driveway with a width of 11’-9” (3.5 metres). This width meets the standard width of an accessible clear path for emergency vehicles, as identified on pg. 201 of the “Global Street Guide” produced by the National Association of City Transportation Officials (NACTO)
- Although the proposed driveway is of adequate width, it may cause issues for access and egress on site, as it is a one-way drive.
Further, greater volume of traffic in this area may cause conflict to the access and egress of this site, due to the single lane width. Staff believe the proposed development exceeds the parking provisions set out in Part 23 of the LUB and that the parking, vehicle circulation, and loading facilities are adequate given the existing location and feedback from the Traffic authority.

Staff believe the development proposal is consistent with the intent and criteria set out in Policy 18.6.1 of the MPS. A summary table for MPS Policy 18.6.1 with staff comment to each criterion is provided in Attachment 1.

6) REVIEW FROM OTHER DEPARTMENTS
The development proposal has been reviewed by the Public Works Department and the Traffic Authority, with no concerns related to servicing capacity, access, egress and parking.

7) PUBLIC INFORMATION MEETING
The Town held a Public Information Meeting on April 13th, 2017; notes from this meeting are included as Attachment 2. The planning issues raised at the PIM were related to:

1. Commercial Space & Use
   - Concerns regarding the size of commercial space
   - Concerns regarding construction timeline and disturbance to existing businesses

2. Parking
   - Concerns regarding a formal parking configuration and adequate parking space for residential tenants

3. Residential Dwelling Units
   - Concerns regarding the size of residential dwelling units
   - Concerns regarding the number of dwelling units per proposed floor of construction

4. Loading Zone
   - Concerns regarding adequate space for loading zone
8) SUMMARY OF DRAFT DEVELOPMENT AGREEMENT PROVISIONS

The Draft Development Agreement, as attached (Attachment 3), requires the following:

- A Multi-Use Building, containing: (s. 5.1.2.1)
  - Eight (8) Residential Dwelling Units
- Landscape provisions (s. 5.1.3.3)
- Landscape buffer (s. 5.1.3.5)
- Stormwater run-off shall not be directed to adjacent properties (s. 5.1.3.8)
- Eight (8) parking spaces be provided on site (s. 5.1.3.9)
- Building specifications & architectural features/materials (s. 5.1.7)
  - Mansard Roof (s. 5.1.7.1)
  - Building Materials (s. 5.1.7.2 – 5.1.7.5)
  - Maximum Height of 40 Feet (s. 5.1.7.6)
  - PV Array System (s. 5.1.7.9)
- Discharge of previous Development Agreement (DA - 2005-01) (s. 7.1.1)

9) COMMENTS & CONCLUSIONS

The subject property (462-468 Main Street) is currently a single storey building, containing four commercial-retail units. The development agreement application proposes a three storey multi-use building, containing four commercial units on the ground floor, four residential dwelling units on the second floor, and another four residential dwelling units on the third floor, totalling to 12 units (4 commercial and 8 Residential) on the subject property.

Staff believe that although the intensified use of this subject property may contribute to further noise density and foot traffic in the local neighbourhood, the intensification is warranted and encouraged through MPS policy and fits within the description of the Downtown area provided within the Downtown Architectural Guidelines and in Imagine Wolfville’s Downtown plan.

Given this, Staff recommends that the Planning Advisory Committee provide a positive recommendation to Council regarding the Draft Development Agreement for 462-468 Main Street (PID 55279087 & 55500300) and the attached Development Agreement be forwarded to Council for Initial Consideration before a Public Hearing is held.

10) ATTACHMENTS

1. Policy Summary Tables
2. Public Information Meeting Notes
3. Draft Development Agreement
ATTACHMENT 1 – Policy Summary Tables

**Policy 9.2.4** of the MPS states the type of development to consider only by development agreement in areas zoned Central Commercial (C-1).

The following table outlines the Policy and provides Staff comment:

<table>
<thead>
<tr>
<th>Policy 9.2.4 of the MPS</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>To consider only by development agreement in areas zoned Central Commercial (C-1) proposals for:</td>
<td></td>
</tr>
<tr>
<td>• “new buildings in excess of 100 square metres building floor area in accordance with policies 12.1.4,</td>
<td>• Not applicable</td>
</tr>
<tr>
<td>12.1.5 and 18.6.1.”</td>
<td></td>
</tr>
<tr>
<td>• “additions to existing buildings in excess of 100 square metres or which constitute over 25% of the</td>
<td>• The Application proposes an addition to the existing building, which would</td>
</tr>
<tr>
<td>building floor area of the existing building in accordance with policies 12.1.4, 12.1.5 and 18.6.1.”</td>
<td>constitute over 25% of the building floor area and more than 100 square metres.</td>
</tr>
<tr>
<td>• “new lounges, additions to, or extensions of established lounges in accordance with policy 9.2.8.”</td>
<td>• See Staff comment on MPS Policies 12.1.4, 12.1.5 and 18.6.1 below.</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Policy 9.2.9** of the MPS states that buildings in excess of two storeys may be considered by development agreement in areas zoned Central Commercial (C-1).

The following table outlines the Policy and provides Staff comment:

<table>
<thead>
<tr>
<th>Policy 9.2.9 of the MPS</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>“To establish the normal building height for as-of-right development in the C-1 zone at two storeys.</td>
<td>• The proposed development would be three-storeys in height.</td>
</tr>
<tr>
<td>Buildings in excess of two storeys may be considered by development agreement in accordance with policies</td>
<td>• See Staff comment on MPS Policies 12.1.4, 12.1.5, 12.1.7 and 18.6.1 below.</td>
</tr>
<tr>
<td>12.1.4, 12.1.5, 12.1.7 and 18.6.1.”</td>
<td></td>
</tr>
</tbody>
</table>
Section 12.1 of the MPS establishes architectural heritage requirements for all developments located within a designated Architectural Control Area of Town. The relevant Architectural Heritage policies (12.1.4, 12.1.5, 12.1.7) within the MPS have been reviewed in response to the proposed development.

The following table provides Staff comment on the identified policies:

<table>
<thead>
<tr>
<th>Relevant Architectural Heritage Policies</th>
<th>Staff Comment</th>
</tr>
</thead>
</table>
| 12.1.4 “to require that all developments located within a designated Architectural Control Area be consistent with the design principles and guidelines contained in the appropriate Architectural Guidelines Manual.” | • The subject property is located within the ‘Downtown’ Architectural Control Area of Town.  
• Staff believe the proposed development is compliant with the Downtown Architectural Guidelines and its ‘General Principles’:  
  ○ Creating a Pedestrian Environment  
    ▪ Staff believe the proposed development would have multiple linkages and access points to the parking area, streets, and between buildings that would improve the existing pedestrian environment.  
    ▪ Staff believe the proposed development lacks landscaping and open space on site. However, the subject property is located to many nearby amenities, which includes walking trails and parks (Clock park, Rail Trail, and Roby Tuffs).  
  ○ Reinforcing the Streetscape  
    ▪ Staff believe the proposed development would be built to the front lot line, providing a scale that respects existing adjacent structures and enhances Main Street’s existing streetscape.  
    ▪ Staff believe the proposed development will maintain the existing rhythm of buildings along Main Street, as the proposed building will still contain seven-to-eight-metre-wide façades, each with its own recessed store front entry and windows.  
    ▪ Staff believe the proposed development will not completely maintain common-height lines of adjacent structures, as a four-foot gap between the first and second floor of the building is being proposed. This gap is proposed to assist with installation of the residential units and to keep existing commercial establishments open during the buildings proposed construction.  
  ○ Respecting Diversity  
    ▪ Staff believe the proposed development would contain a mix of masonry and wood clad architecture, which is found within other
developments along Main Street. The proposed development will remain authentic and seek to blend in and reinforce the existing architectural and street fabric.

- **Conserving Architectural Heritage**
  - Staff believe the proposed development exhibits a visual empathy with adjacent buildings and architectural styles. The building maintains a strong emphasis on its first-floor horizontal base line, large store front windows, vertical window orientation on the second and third levels. The proposed development would use masonry siding, which also helps conserve the 'look and feel' of the Downtown.

- **Screening the Utilitarian**
  - Staff believe the proposed development will screen all utilitarian elements. A condition concerning this issue has been written into the development agreement to ensure all utilitarian elements are adequately screened.
  - Staff believe the parking areas have been visually buffered from the street.

- **Providing Weather Protection**
  - Staff believe the proposed development will offer adequate weather protection, as the proposal contains canopies/awnings above the existing store fronts and recessed entries. Utilizing canopies/awnings will assist in providing a more adequate scale and improve the pedestrian experience along Main Street, while reinforcing the visual character and architecture of the proposed building.

- **Controlling Signage**
  - **Main Street Signage**
    - The proposed development will maintain the existing approach to signs hanging above the doorways facing the street, which will be top-lit with a lighting track.
    - A branded sign identifying the residential units will be placed above the residential entrance on the west-side of the building, attached to the façade.
  - **Front Street Signage**
    - The proposed development will offer opportunity to commercial tenants to place a branded sign on the facade adjacent to
their unit within the arcade facing Front Street.
- The proposed development will provide a branded sign for the residential units on the rear façade facing Front Street.
  - Staff believe that the proposed development will contain adequate signage that will be limited to purposes of identifying building names, operations, and provide appropriate placement, size and style.

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

- See ‘Table A – Discussion of MPS Policy 12.1.5’ of this report for Staff comment regarding compatible architectural character.
- Section 6.0 of the Downtown Architectural Guidelines provides a Design Review Checklist pertaining to:
  - **Site Layout**
    - Staff believe the proposed development provides a site layout that provides adequate identification and location of access/egress to the lot, plantings, parking configuration, and building(s) on site.
  - **Vehicular Access & Parking**
    - Staff believe that vehicular entrances to the site have been held to a minimum and that there is adequate parking space on site. Staff believe that the proposed lighting for the parking areas have been considered and adequately address the safety issues on the subject property.
  - **Building Form & Material**
    - Staff believe the entrances, windows, and roof design have been considered in relation to the overall streetscape of Main Street.
    - Staff believe the proposed development has considered adequate architectural styles, features, colours, and materials, and for the proposed development.
    - Staff believe the proposed development maintains visual compatibility with the established architectural character and rhythm of other buildings in the neighbourhood.
    - Staff believe that height lines of adjacent structures have been considered in the design. The proposed development does not share common height lines with the adjacent properties. This is due to the gap between the
existing ground floor and the proposed second floor. Creating a gap between the ground and second floor will provide commercial businesses with an opportunity to stay open, while the building is under construction.

○ **Screening & Landscape**
  - Staff believe that the location and screening of mechanical equipment, service areas, and other utilitarian elements from the public have been considered.
  - Staff believe that that parking configuration on site has been created in a manner to screen it from public view.

○ **Signage**
  - Staff believe appropriate signage design has been selected for coordination with the architectural style of the building.
  - Signage shall be coordinated with the requirements set out within the Land Use Bylaw.

<table>
<thead>
<tr>
<th>12.1.7</th>
<th>“to consider only by development agreement in the area designated as Downtown Architectural Control Area proposals for new main buildings in excess of 100 square metres, additions to existing buildings that constitute more than 25% of the building floor area of the existing building, and additions to registered heritage properties that constitute more than 10% of the building floor area of the existing heritage building in accordance with policy 18.6.1.”</th>
</tr>
</thead>
</table>
| | • The proposed development would see an addition of the existing building on the property that would constitute more than 25% of the building floor area.  
  • See Staff comment to MPS Policy 18.6.1 below. |
Policy 18.6.1 of the MPS states the general policies for all development agreements. As part of the review for this section, staff may have contacted other departments or outside agencies to seek specific information.

The following table outlines the Policy and provides Staff comment:

<table>
<thead>
<tr>
<th>General Development Agreement Policies of the MPS (Section 18.6.1)</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) to ensure that the proposal conforms to the intent of the MPS and to all other applicable Town By-Laws and regulations, except where the application for a development agreement modifies the requirements of the LUB or Subdivision By-Law.</td>
<td>• This proposal is enabled for consideration by development agreement and in Staff’s opinion is consistent with the intent of the MPS.</td>
</tr>
<tr>
<td>(b) to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods through:</td>
<td></td>
</tr>
<tr>
<td>i) the type and intensity of use</td>
<td>• See Staff Comment (Table B – 18.6.1)</td>
</tr>
<tr>
<td>ii) the height, mass or architectural design of proposed buildings</td>
<td>• See Staff Comment (Table B – 18.6.1)</td>
</tr>
</tbody>
</table>
| iii) hours of operation of the use | • Residential  
|  
| • Not applicable (residential use)  
| • Commercial  
|  
| • No changes have been proposed from existing | |
| iv) outdoor lighting | • Additional lighting from the development proposed may affect adjacent land uses.  
|  
| • Wall mount lighting has been proposed for the front and rear of the existing building. The rear parking lot will be primarily lit from the existing power pole situated just north of the subject property (as marked on the Site/Landscape Plan)  
|  
| • The Land Use Bylaw includes clauses to control spread of outdoor lighting to adjacent properties | |
| v) noise, vibration, or odour | • Eight (8) additional residential dwelling units on this property may result in increased noise |
| vi) vehicles and pedestrian traffic | • Eight (8) additional residential dwelling units on this property may result to increased pedestrian traffic and vehicles on site but the road network will not be impacted. |
| (vii) alteration of land levels/or drainage patterns | • The proposed development will see an addition of two storeys on-top of the existing single storey building.  
• Land levels and drainage patterns are not expected to change based on this proposed development. |
| viii) deprivation of natural light | • No issues |

(c) to ensure that the capacity of local services is adequate to accommodate the proposed development and such services will include, but not be limited to the following:

| i) sanitary and storm sewer systems | • Adequate capacity |
| ii) water systems | • Adequate capacity |
| iii) schools | • No issues |
| iv) recreation and community facilities | • No issues |
| v) fire and police protection | • No issues |
| vi) street and walkway networks | • No issues |
| vii) solid waste collection and disposal systems | • No issues |

(d) to ensure that the proposal is not premature or inappropriate by reason of the financial ability of the town to absorb capital and/or maintenance costs related to the development.

• No costs to be incurred by the Town

(e) to ensure that the proposal does not cause environmental damage or damage to adjacent properties through:

| i) pollution of soils, water or air | • No issues |
| ii) erosion or sedimentation | • No issues |
| iii) interference with natural drainage systems | • Stormwater run-off shall be maintained on site  
• See Clause 5.1.3.7 of draft development agreement |
| iv) flooding | • No issues |

(f) to ensure that the proposal protects and preserves matters of public interest such as, but not limited to:

<p>| i) historically significant buildings | • The building is not designated or registered as a heritage property. |</p>
<table>
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</thead>
<tbody>
<tr>
<td></td>
<td>The existing building on the subject property maintains significant characteristics of a Modern/Internationalist Architecture Style, which is not historically significant.</td>
</tr>
<tr>
<td>ii) public access to shorelines, parks and public and community facilities</td>
<td>No issues</td>
</tr>
<tr>
<td>iii) important and significant cultural features, natural land features and vegetation</td>
<td>No issues</td>
</tr>
<tr>
<td>(g) to ensure that the proposed site and building design provides the following:</td>
<td></td>
</tr>
</tbody>
</table>
| i) useable active transportation networks that contribute to existing active transportation links throughout the community | Not applicable  
- The subject property does provide linkage to adjacent streets and properties, as it is a Through Lot, and to some degree contributes to the connectivity of pathways and walkways through the downtown. |
| ii) functional vehicle circulation and parking and loading facilities designed to avoid congestion on or near the property and to allow vehicles to move safely within and while entering and exiting the property | Adequate facilities provided.  
- See Staff Comment (Table B – 18.6.1) |
| iii) facilities for the safe movement of pedestrians and cyclists | Adequate facilities provided.  
- Multiple points of access and egress on site  
- Bicycle Storage located in the basement of the proposed development. The bicycle storage locker space will be accessible from the ground floor lobby by stairs and the elevator. |
| iv) adequate landscaping features such as trees, shrubs, hedges, fences, flower beds and lawns to successfully integrate the new development into the surrounding area | Adequate landscaping provided  
(See Site Plan – Figure 15)  
- Landscaping features are primarily proposed for the rear of the building and the west property line wrapping around to Front Street.  
- Landscape buffers have been provided to the west and north side of the property to screen the proposed parking area. |
<p>| | |</p>
<table>
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</thead>
<tbody>
<tr>
<td>v) screening of utilitarian elements, such as but not limited to; mechanical and electrical equipment, and garbage storage bins</td>
<td>• Requirements included in development agreement</td>
</tr>
<tr>
<td>vi) safe access for emergency vehicles</td>
<td>• No issues</td>
</tr>
<tr>
<td>vii) adequate separation from, and consideration of, public and private utility corridors to ensure their continued safe and functional operation</td>
<td>• Not applicable</td>
</tr>
<tr>
<td>viii) architectural features, including but not limited to, mass, scale, roof style, trim elements, exterior cladding materials, and the shape, size and relationship of doors and windows; that are visually compatible with surrounding buildings in the case of a new building or with the existing building in the case of an addition</td>
<td>• Wolfville’s Main Street has a mix of masonry and wood clad architecture. • The proposed project preserves and enhances the existing masonry architecture of the building • The proposed development is compliant with the Architectural guidelines. • See Staff Comment (Table A: Discussion of Policy 12.1.5)</td>
</tr>
<tr>
<td>ix) useable outdoor amenity space for use of residents in a residential development</td>
<td>• Staff believes the proposed development lacks adequate amenity space on site. Outdoor amenity space is limited to only half of the residential units, as only the units on the north façade contain balconies that can be used for gathering and leisure activities. • Staff believe that although the proposed development lacks adequate amenity space on site, the subject property is located in the heart of the downtown and is very close to walking trails, parks, and other local amenities.</td>
</tr>
<tr>
<td>x) accessible facilities for the storage and collection of solid waste materials</td>
<td>• Requirements included in the development agreement and other applicable Town by-laws.</td>
</tr>
<tr>
<td>xi) appropriate consideration for energy conservation</td>
<td>• PV Array System has been proposed for development. The proposed development will have to meet current building code requirements.</td>
</tr>
<tr>
<td>xii) appropriate consideration of and response to site conditions, including but not limited to; slopes, soil, and geological conditions,</td>
<td>• No issues</td>
</tr>
</tbody>
</table>
(h) where Council determines, on the advice of a licensed professional, that there is a significant risk of environmental damage from any proposed development which does not require an assessment under the Environmental Assessment Act, environmental studies shall be carried out at the expense of the developer for the purpose of determining the nature and extent of any environmental impact and no agreement shall be approved until Council is satisfied that the proposed development will not create or result in undue environmental damage

- No issues identified
**Policy 18.6.2** establishes what conditions may be established in the development agreement. The conditions are limited to those listed, and to the specific policies guiding the particular type of development.

<table>
<thead>
<tr>
<th>SECTION 18.6.2</th>
<th>STAFF COMMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>18.6.2</strong> that a development agreement may contain such terms and conditions that are provided for in Section 227 of the Municipal Government Act which ensures that the proposed development is consistent with policies of this Municipal Planning Strategy. The agreement may include some or all of the following:</td>
<td>• The draft Development Agreement includes terms and conditions in relation to many of the items included in 18.6.2.</td>
</tr>
<tr>
<td>(a) the specific type of use;</td>
<td></td>
</tr>
<tr>
<td>(b) the size of the structure(s) within a development;</td>
<td></td>
</tr>
<tr>
<td>(c) the percentage of land that may be built upon and the size of yards, courts, or other open spaces;</td>
<td></td>
</tr>
<tr>
<td>(d) the location of structure(s) in relation to watercourses, steep slopes and development constraint areas;</td>
<td></td>
</tr>
<tr>
<td>(e) storm water drainage plans;</td>
<td></td>
</tr>
<tr>
<td>(f) the maximum and minimum density of the population within the development; the architectural design or external appearance of structures, in particular its compatibility with adjacent structures, where required by policy;</td>
<td></td>
</tr>
<tr>
<td>(g) traffic generation, access to and egress from the site and impact on abutting streets and parking;</td>
<td></td>
</tr>
<tr>
<td>(h) landscape design plan indicating the type, size and location of all landscaping elements that buffer or screen the development. This may also include fencing, walkways and outdoor lighting;</td>
<td></td>
</tr>
<tr>
<td>(i) open storage and outdoor display;</td>
<td></td>
</tr>
<tr>
<td>(j) public display or advertising;</td>
<td></td>
</tr>
<tr>
<td>(k) maintenance of the development;</td>
<td></td>
</tr>
<tr>
<td>(l) any other matter which may be addressed in the Land Use By-law or Subdivision By-Law, such as parking requirements, yard requirements, etc.;</td>
<td></td>
</tr>
<tr>
<td>(m) site specific information relating to soils, geology, hydrology and vegetation.</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 2 - Public Information Meeting Notes

Public Information Meeting
April 13th, 2017 - 6.00 PM – Council Chambers
Development Agreement Proposal - 462/468 Main Street

Attending

Staff: Planner Colin Simic & Administrative Assistant James Collicutt
Councillors: Councillor Wendy Donovan
Members of the Public: Five (5) members of the public
Developers: Ian Porter, Lis Porter & Architect Vincent den Hartog

Mr. Simic began the meeting with a PowerPoint presentation that provided an overview of the proposal to add two storeys of residential units above the existing commercial spaces along with a review of relevant policy and the process for the application before inviting Mr. Porter to comment on the development.

In addressing the audience, Mr. Porter began with a brief summary of how he came to acquire the property and in his discussion of the development proposal he noted that the apartments would be of a high-quality finish with special considerations being made for noise containment and accessibility.

Mr. Simic then looked to the public for any comments or questions.

Public Comments & Questions:

Q: Peter Herbin, 453 Main Street asked:
   • Who will be the target market for the residential units?

A: Ian Porter replied:
   • The units will be in the upper-end of the local price range and most units could possibly be made accessible.

Q: Jeffery Sachs, 100 Pleasant Street asked:
   • What are your plans for the commercial spaces?

A: Ian Porter replied:
   • Unchanged, except for one unit becoming slightly smaller but the current tenants will be able to maintain their occupancies. There will be a noise-reducing space under the 2nd story of the building that will also serve as a utilities conduit for minimal disturbance to businesses.

Donovan asked:
What will tenants do in regards to parking?

Porter answered:
There is formalized parking on the plan, and Vincent added that there will be a single spot for each residential unit.
Cathy asked:
How many units:

Porter answered
8 units, 4 per floor, smallest 700ish, largest just under 1300 sq. ft.

Donovan asked about loading zones:

Porter answered:
The space remains essentially the same as it currently exists.

Cathy asked:
How long to build?

Porter answered:
Approximately 4 months with the main part of the build starting in early 2018.

Sachs asked:
Rent for residential properties?

Porter Answered:
Unsure, but likely higher than average but appropriately priced for the finishes, upgrades to building and location.

Herbin stated: no way to go in Wolfville except for up and demands on parking and traffic are increasing so if council has more access to assessment cash to put towards such projects.

At this time, there were no more questions or comments and the meeting adjourned at 6.19 PM.
This Development Agreement is made this _______ day of ______________________, 2017.

BETWEEN:

PORTER & GILBERT PROPERTIES LIMITED
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55279087 & 55500300) 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 ___________,2017 approved entering into this Development Agreement to permit the establishment of a multi-use building with a maximum of four commercial units and eight residential units on the Lands, subject to the registered owner of the Lands entering into this Development Agreement;

AND WHEREAS Development Agreement 05-01 (Document #82281974 as registered June 23, 2005 with the Kings County Land Registration Office) is registered against the deed of the Lands (PID 55279087) that approved the change in the exterior cladding material at 462 Main Street (Harvest Gallery), will be discharged on approval of this development;

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/Landscape Plan for the Lands
- Schedule “C” – Building Specifications: Elevations and Materials

2. **Definitions**

2.1 In this Development Agreement:

“Barrier Free Parking Stall” means the provisions set forth under Section 3.8.3.4 (3) under Schedule C within the Nova Scotia Building Code Regulations made under Section 4 of the Building Code Act.

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


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

“Development” means a multi-use building and accessory uses.

“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 55279087 & 55500300, and as described in Schedule “A”.

“Land Use By-Law” means the Land Use By-Law of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the Municipal Government Act. At the date of this Development Agreement, it is the Land Use By-Law adopted by Council on September 23, 2008, and
recorded at the Kentville Land Registry Office on November 6, 2008, as Document Number 92078600.

“Multi-Use Building” means a commercial/residential building as described in Schedule “C”.

“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the Municipal Government Act. At the date of this Development Agreement, it is the Municipal Planning Strategy adopted by Council on September 23, 2008, and recorded at the Kentville Registry of Deeds Office on November 6, 2008, as Document Number 92078543.

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

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

“PV Array System” means the complete power-generating system, consisting of any number of PV modules and panels, that supplies usable solar power by means of photovoltaics.

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 two (2) storeys of residential use above the existing single storey commercial building to create a three-storey Multi-Use Building located at 462-468 Main Street.

The proposed addition would create a Multi-Use Building, which would allow commercial and residential uses.

The Central Commercial Designation in the Municipal Planning Strategy requires that additions to existing buildings in excess of 100 square metres or which constitute over 25% of the building floor area may only be permitted by development agreement. The parties have therefore agreed to enter into this Development Agreement.

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. All as-of-right uses permitted in the Central Commercial (C-1) zone in the Land Use By-law, as amended from time to time.
   b. A Multi-Use Building, containing a maximum of eight (8) Residential Dwelling Units

5.1.2.2 Obnoxious uses, as defined by the Town of Wolfville Land Use Bylaw, shall not be permitted on the lands.
5.1.2.3 Commercial Units of the ground floor (marked on Schedule “C”) shall be used as commercial spaces and have direct outside access from Main Street and Front Street.

5.1.2.4 Residential Dwelling Units of the Development (marked on Schedule “C”) shall be located above the ground floor and accessed internally through the ground floor residential lobby.

5.1.2.5 Signage shall conform with the requirements of the Land Use Bylaw

5.1.3 Landscaping & Site Requirements

5.1.3.1 The Development shall conform to the zone standards of the Land Use By-law, except as otherwise established by this agreement.

5.1.3.2 All Development shall occur on the Lands.

5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan/Landscape Plan and Specifications of Schedule “B.” Landscaping requirements as shown in Schedule “B” may be varied to accommodate different plant varieties, the location of planting beds or other minor details.

5.1.3.4 The developer shall construct and maintain a wood fence five-foot (5’) minimum to six-foot (6’) maximum in height that is visually opaque, along the west property line. If pressure treated materials are used they shall be stained or painted so that raw pressure treated material is not the visual finish.

5.1.3.5 The Developer shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.

5.1.3.6 Parking areas must be paved.

5.1.3.7 All hard surfaces and landscaped areas on the lands that are disturbed by construction related to the Development shall be reinstated.

5.1.3.8 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.

5.1.3.9 The Development shall develop and maintain a minimum of five (5) parking spaces, one of which is to be a Barrier Free Parking Stall, as indicated on the Site/Landscape Plan and Specifications of Schedule “B”.
5.1.3.10 The Developer shall provide and maintain access and egress to Front Street through a two-way lane that has a minimum width of 10 feet (3m).

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

5.1.4 Municipal Services

5.1.4.1 The parties agree that municipal sanitary sewer and water services are available in the street on Main Street and that the building is currently connected to these services. All costs to connect the building to these services are the responsibility of the Developer.

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

5.1.5 Refuse Storage and Utility Equipment

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

5.1.5.2 Containers referenced in 5.1.5.1 shall be located so that they are visually screened by fencing or landscaping.

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.

5.1.6.2 No storage of goods or materials of any kind shall be permitted on the residential unit outdoor terraces except for typical outdoor balcony furniture and appliances.
5.1.6.3 No radio antennae, television aerial, clothes line, or any other fixture shall be attached to the outside of the building except for awnings above commercial units, weather stations appropriate in size, security cameras, animal deterrent systems, and flags provided they meet appropriate standards.

5.1.6.4 No exterior window within a residential dwelling unit shall be covered with or display any poster, flag, sign or any other covering or display which uses words, symbols or pictures that can convey meaning and be visible from any public property.

5.1.7 Building Specifications & Architectural Features

5.1.7.1 The Development on the Lands shall have a Mansard Roof comprised of asphalt shingles or an alternative material that provides a similar visual aesthetic. The Mansard Roof shall contain a forty-two-inch (42”) parapet fence guard.

5.1.7.2 The Developer shall build the Development (as marked on the elevations in Schedule “C” – South Elevation – Front Entrance) on the Lands with exterior finish materials comprised of the following:

a) Cladding - Accent precast concrete elements, or alternative material that simulates precast concrete
b) Cladding – Main field brick – red in colour
c) Cladding – Accent brick – colour optional
d) Cladding - Metallic panels - located above residential entry way
e) Feature – Awnings - located above commercial store fronts
f) Feature - Lighting – Wall mounted
g) Windows – All to have vertical orientation
h) Windows - Third Floor - Recessed frame with pointed pediment
i) Windows – Third Floor - Single recessed frame with accent pediment
j) Windows – Second floor – Juliette windows and balconies

5.1.7.3 The Developer shall build the Development (as marked on the elevations in Schedule “C” – North Elevation – Rear Entrance) on the Lands with exterior finish materials comprised of the following:

a) Cladding - Accent precast concrete elements, or alternative material that simulates precast concrete
b) Cladding – Main field brick – red in colour
c) Cladding – Accent brick – colour optional
d) Cladding - Metallic panels - Second-storey windows and residential entrance
e) Feature - Lighting – Wall mounted
f) Feature – Arcade – approximately 10 feet in height
g) Windows – All to have vertical orientation
h) Windows - Third Floor - Recessed frame with pointed pediment

5.1.7.4 The Developer shall build the Development (as marked on the elevations in Schedule “C” – East Elevation) on the Lands with exterior finish materials comprised of the following:
   a) Cladding – Stucco finish panels or alternate metal panels or other non-combustible panel system cladding material

5.1.7.5 The Developer shall build the Development (as marked on the elevations in Schedule “C” – West Elevation) on the Lands with exterior finish materials comprised of the following:
   a) Cladding – Stucco finish panels or alternate metal panels or other non-combustible panel system cladding material
   b) Cladding – Main field brick – red in colour
   c) Cladding – Accent brick
   d) Cladding - Metallic panels - Second-storey above residential entrance
   e) Feature - Lighting – Wall mounted

5.1.7.6 The Development (as marked on Schedule “C”) on the Lands shall not exceed three-storeys or a maximum height of 40 Feet (12.19m).

5.1.7.7 The Development (as marked on Schedule “C” – North Elevation) on the Lands shall contain 4 outdoor terraces. Each outdoor terrace shall have a minimum floor area of 86 ft² (8m²).

5.1.7.8 Any outdoor lighting associated with the development shall minimize the impact on surrounding properties by directing the light away from surrounding properties using techniques such as, but not limited to, hooded, top-lit, and wall mounted lights.

5.1.7.9 A PV Array System, producing an appropriate KW array, shall be placed on the roof surface of the Development.

5.1.8 Timing

5.1.8.1 This Development Agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council’s approval to enter it 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. All other time requirements imposed in this Development Agreement shall be calculated from that date, the effective date.
5.1.8.2 All development enabled by this Agreement shall be completed within five (5) years of the Effective Date. Upon failure to meet this timing requirement, the Town may discharge this Development Agreement without the consent of the Developer or Tenant.

5.1.8.3 The following resident amenities, building components and site improvements shall be completed and functional prior to the issuance of the first Occupancy Permit for the building:

a) Exterior landscaping as required by section 5.1.3.3
b) Paving of all hard surfaces on the Lands, as required by section 5.1.3.6
c) Screening of utilitarian elements, as required by section 5.1.5.3
d) All exterior finishes, as required by section 5.1.7.2 – 5.1.7.5

If any of these elements are not complete at the time of the request for the first Occupancy Permit, the Developer may provide to the Town a cash security, or security of some alternative form acceptable to the Town, for the completion of these elements within one year of the date of the first Occupancy Permit. The amount of such security shall be determined by an estimate of costs for completion of the work prepared by a qualified person acceptable to the Development Officer. Should the work not be completed within one year of the first occupancy permit, the Town may use the security deposit to complete the required work.

5.1.9 Amendment

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

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

(a) The requirements for completion imposed by section 5.1.8.2 and 5.1.8.3
(b) Alterations to the building specifications and architectural features identified in section 5.1.7.2 – 5.1.7.5, provided that the alterations are in keeping with the Downtown Architectural Design Guidelines or the existing features of the building (identified on Schedule “C”) on the Lands.
(c) The construction of commercial units on the second floor.
5.1.10 Discharge

5.1.10.1 This Development Agreement may be discharged through a motion of Council, with or without concurrence of the Developer, five (5) years from the issuance of the first Occupancy Permit on the Lands, provided that the terms of this Agreement are met and that a non-conforming situation is not created.

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

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

6. Warranties by the Developer

6.1 Title and Authority

6.1.1 The Developer warrants as follows:

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

(b) The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

7. Full Agreement

7.1 Other Agreements

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

7.1.1 The parties acknowledge an existing development agreement in effect for the lands between the TOWN OF WOLFVILLE and HILBERN PROPERTIES LTD dated May 31st, 2005 filed at the Registry of Deeds in Kentville on June 23, 2005. This earlier development agreement is now discharged on approval of this Development Agreement. The Town
hereby discharges these earlier development agreements within the authority of the Municipal Government Act, section 229(1).

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:

PORTER & GILBERT PROPERTIES LIMITED
12 Elm Avenue Unit F
Wolfville, NS
B4P 1Z9
9. Headings

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

10. Binding Effect

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

11. Execution

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

SIGNED, SEALED AND DELIVERED
In the presence of:

________________________________    )
) ) )
) ) ) TOWN OF WOLFVILLE
) ) )
) ) ) By _____________________________
) ) ) MAYOR

Witness

________________________________    )
) ) )
) ) ) By _____________________________
) ) ) TOWN CLERK

SIGNED, SEALED AND DELIVERED
In the presence of:

________________________________    )
) ) )
) ) ) PORTER & GILBERT PROPERTIES LIMITED
) ) )

Witness
As approved by Council _______, 2017

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ______________________, 2017, _____________________________________ a witness to this agreement came before me, made oath, and swore that the TOWN OF WOLFVILLE, caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

________________________________________
A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on ___________________________, 2017, ________________________________ a witness to this agreement came before me, made oath, and swore that PORTER & GILBERT PROPERTIES LIMITED caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

________________________________________
A Commissioner of the Supreme Court of Nova Scotia
Schedule “A” – Property Description

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

BEGINNING at a point on the Northern boundary line of Main Street at the Southwestern corner of lands of D. Ross Cochrane;

THENCE running Westwardly along the Northern boundary line of said Main Street 61.6 feet to the Southeastern corner of lands of William C.B. Harris;

THENCE Northwardly by the Eastern boundary line of said Harris lands to the Northeastern corner thereof marked by a cedar post in the Southern boundary line of lands of the Estate of Annie L. Crawley;

THENCE Eastwardly by the Southern boundary line of said Crawley Estate lands to the Southeastern corner thereof 33 feet;

THENCE Northwardly by said Crawley Estate East boundary line to the Northeastern corner thereof on Front Street;

THENCE Eastwardly by the Southern boundary line of said Front Street 25 feet more or less to the Northwestern corner of said land of D. Ross Cochrane;

THENCE Southwardly by the Western boundary line of said Cochrane lands to the place of beginning on the Northern side of said Main Street;

BURDENS:

FIRST BURDEN
SUBJECT TO the right of the adjacent landowner to occupy a certain portion of the within lands over which the building located on those adjoining lands encroaches and an easement related thereto as set out in the Agreement dated December 20, 1991, recorded in Book 888 at Page 344 as Document No. 16945.

SECOND BURDEN
SUBJECT TO the terms of a Development Agreement dated May 31, 2005, registered as Document No. 82276933.

THIRD BURDEN
SUBJECT TO an Easement\Right of Way more particularly described in an Easement\Right of Way registered in the Kings County Land Registration Office as Document 100465948 on April 13, 2012, and as amended by an Easement Amending Agreement registered in the Kings County Land Registration Office as Document 109470519 on August 24, 2016.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.
Schedule “B” – Site/Landscaping Plan
Schedule “C” – Building Specifications: Elevations and Materials

South Elevation – Front Entrance
North Elevation – Rear Entrance
East Elevation
SUMMARY

9 Gaspereau Avenue Development Agreement

For Council to consider the PAC recommendation regarding the draft amending development agreement at 9 Gaspereau Avenue (PID 55274955) to allow Central Commercial uses on the subject property, in the form of a multi-use building containing commercial-retail on the ground floor level and one residential unit for personal use located above.

PAC Motion (June 21, 2017):

MOTION: IT WAS REGULARLY MOVED AND SECONDED THAT THE PLANNING ADVISORY COMMITTEE FORWARD THE DRAFT DEVELOPMENT AGREEMENT FOR 9 GASPEREAU AVENUE TO COUNCIL WITH A POSITIVE RECOMMENDATION

CARRIED

DRAFT MOTION:

That Committee of the Whole refer the Draft Amending Development Agreement for 9 Gaspereau Avenue to a Public Hearing on July 18th, 2017.
1) CAO COMMENTS

No Comments Required.

2) LEGISLATIVE AUTHORITY

The Municipal Planning Strategy establishes the ability to enter into development agreements. See attached PAC Staff Report.

3) STAFF RECOMMENDATION

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

4) REFERENCES AND ATTACHMENTS

- PAC Staff Report dated June 21, 2017
- Existing Development Agreement dated March 30, 1999
- Draft Amending Development Agreement dated June 21, 2017

5) DISCUSSION

The Applicant (Casa Bella Gifts Ltd.) has been provided with permission by the current property owner, Lisa Nette, to undertake the process to change the subject property’s existing use from Restricted Commercial (business) to Central Commercial (retail/residential). The Applicant seeks to amend the existing development agreement to form a multi-use building containing one commercial-retail unit at ground floor level and one residential dwelling unit located above. Approximately 800 ft² of commercial space will be located on the ground floor, with the second floor converted into a single dwelling unit containing a total of two bedrooms.

The Planning Advisory Committee (PAC) reviewed the application during their June 21, 2017 meeting and provided a positive recommendation to Council upon considering:

- the professional opinion of Staff provided through a Staff Report;

Further information on the proposal can be found in the attached PAC Staff Report.

The next step in the process is for the application to go forward to a public hearing, which has tentatively been set for July 18th, 2017. Following the public hearing, Council will then provide a decision to enter into the development agreement.
6) FINANCIAL IMPLICATIONS

None

7) REFERENCES TO COUNCIL STRATEGIC PLAN AND TOWN REPORTS

Full policy review provided in the attached PAC Staff Report.

8) COMMUNICATION REQUIREMENTS

A Public Information Meeting has not been held for the Application, as the proposed development will maintain a similar use and site plan, while maintaining the existing building’s exterior appearance, architectural character and residential integrity. However, property owners within 100 metres of the subject property were notified by mail, a sign has been placed on the property indicating that the site is subject to a development agreement amendment application and notification has been placed on our website.

The Public Hearing is the next step of the process, which is tentatively set for July 18th, 2017. This step will provide further opportunity for Council to hear directly from the public regarding the proposal. Notification of the public hearing will be mailed to neighbouring property owners, ads will be placed in the newspaper, and information posted to the Town’s website and social media. The existing sign will remain placed on the property indicating the property is subject to a development agreement.

9) ALTERNATIVES

1. COTW forwards the application to Council to refer the application to the Planning Advisory Committee with specific direction or questions for consideration.
2. COTW forwards the application to Council with a recommendation to reject the application.
APPLICANT | Casa Bella Gifts Ltd.
---|---
PROPOSAL | To amend the development agreement at 9 Gaspereau Avenue (approved by Council March 30, 1999) to allow a multi-use building on the subject property.
LOCATION | 9 Gaspereau Avenue (PID 55274955)
LOT SIZE | 4800 ft² (446 m²)
DESIGNATION | Restricted Commercial
ZONE | Restricted Commercial (C-2)
SURROUNDING USES | Residential (Low & Medium Density) & Commercial
NEIGHBOUR NOTIFICATION | Notices mailed to surrounding property owners within 100 metres and sign placed on property.

1) PROPOSAL
Casa Bella Gifts Ltd. are seeking to amend the development agreement (DA) registered on PID 55274955 (9 Gaspereau Avenue – Fig. 1) to change the property’s existing use from Restricted Commercial to Central Commercial, in the form of a multi-use building containing commercial-retail on the ground floor level and one residential unit for personal use located above.

2) STAFF RECOMMENDATION
Staff considers the proposal to be consistent with relevant policy and recommend that the draft development agreement amendment be submitted to Council with a positive recommendation.
3) PROCESS
The process for making a substantial amendment to the existing development agreement is outlined in Section 5.4 of the development agreement (Attachment 2) and Section 230 of the Municipal Government Act (MGA) (Fig. 2). Given the request to change the properties primary land use is a substantive amendment, this process requires review by the Planning Advisory Committee and the holding of a Public Hearing by Council prior to a decision by Council to approve or reject the proposal. The decision by Council may be appealed to the Nova Scotia Utility and Review Board by an aggrieved person or by the Applicant.

This proposal is located within the ‘Central Wolfville’ Architectural Control Area. Comments were not sought from the Design Review Committee, as no major alterations or additions to the exterior of the existing building have been proposed.

A Public Information Meeting has not been held for the Application, as the proposed development will maintain a similar use and site plan, while maintaining the existing building’s exterior appearance, architectural character and residential integrity. However, property owners within 100 metres of the subject property were notified by mail, a sign has been placed on the property indicating that the site is subject to a development agreement amendment application and notification has been placed on our website.

Figure 2: The Development Agreement Process

4) BACKGROUND AND CONTEXT
Designation & Zoning
The subject property is located within the Restricted Commercial (C-2) Zone (Map 1), which can be found in the core area of Town. Also known as the “The Live Work (C-2) Zone”, this area has been reserved as a likely and feasible area for expansion of commercial uses. Along
with providing for the partial commercial use of properties, this zone is also supportive of continued residential property uses in this area. This area is intended to be a transition area that encourages mixed-use containing limited commercial uses.

The property identified (outlined in red) as 9 Gaspereau Avenue (PID 55274955) has a lot size of 4800 ft², is designated Restricted Commercial in the Municipal Planning Strategy (MPS) and zoned C-2 (Restricted Commercial) in the Land Use Bylaw (LUB) *(Fig.3).*

*Figure 3: Location Map – 9 Gaspereau Avenue (PID – 55274955)*
Existing Development Conditions
Located along Gaspereau Avenue (Fig. 4 - Fig. 5), within close proximity to the intersection of Main Street and Gaspereau Avenue, the subject property is located in walking distance and easily accessible to Town amenities, nearby parks and trails. The subject property is not registered as a heritage property, and generally has a flat typography.

The subject property consists of a detached dwelling fronting on Gaspereau Avenue, a former Dental Clinic, with commercial space dedicated to the ground floor (approximately 1400 ft²) and the second floor (approximately 650 ft²) of the exiting building. Both floors contain a reception room, operatory, and office space.

The current development agreement on the property was approved by Council on March 30, 1999. This agreement approved an addition to the existing building (dental office) and allowed for two (2) parking spaces, ramp entry to the building, and landscaping provisions – see Attachment 2 for existing development agreement.
Proposed Development Conditions
The Applicant has been provided with permission by the current property owner, Lisa Nette, to undertake the process to change the property’s existing use from Restricted Commercial (business) to Central Commercial (retail/residential), in the form of a multi-use building containing one commercial unit at ground floor level and one residential dwelling unit located above (Fig. 6 – Fig. 7). Approximately 800 ft² of commercial space will be located on the ground floor, with the second floor converted into a single dwelling unit containing a total of two bedrooms.

No substantial alterations or additions have been proposed for the exterior of the building, which will leave the ‘look and feel’ of the property consistent with the other buildings in the surrounding neighbourhood.

**Figure 6:**
Second Floor Plan – proposed residential use, containing two bedrooms.

**Minor Exterior Alteration**
The Applicant plans to remove the front porch railing for a more inviting commercial-retail space.

**Figure 7:**
Main Floor Plan – proposed commercial retail use, approximately 800 ft².
Along with these proposed changes, the development proposal seeks to maintain the parking configuration and landscaping on site, as per the existing development agreement. These features of the subject property are identified through the existing Site Plan / Landscape Plan (Fig. 8).

Figure 8: Existing Site Plan/Landscape Plan (DA 1999) – 9 Gaspereau Street
Architecture and Design
The subject property is located in the ‘Central Wolfville’ Residential Architectural Control Area (RACA) of Town (Fig. 9).

![Figure 9: 9 Gaspereau Avenue is located within the ‘Central Wolfville’ Residential Architectural Control Area of Town.](image)

Of all the areas of Wolfville, The Central Wolfville RACA exemplifies the greatest residential density. Streets in this area, such as Acadia St., Gaspereau Ave., Summer St., and Linden Ave., are patterned in a tight regular grid and “are heavy with both automobile and pedestrian traffic” (Town of Wolfville - Residential Architectural Guidelines, Pg. 10). This area of Town contains a mix of single unit dwellings, multi-unit dwellings and apartment buildings. Most of the dwellings in this area are built with architectural features resembling the turn of the century and Modified Queen Anne. However, there are also “contemporary bungalows and two storey apartment buildings scattered throughout Winter, Acadia, and Summer Streets” (Town of Wolfville – Residential Architectural Guidelines, Pg. 10).

The application has not been circulated to the Town’s Design Review Committee (DRC), as no substantial alterations or additions have been proposed for the exterior appearance of the building. The proposed development is seeking to maintain these exterior features with the proposal to remove the existing front porch railing to develop a more inviting pedestrian environment.
5) POLICY REVIEW & DISCUSSION

A property zoned Restricted Commercial (C-2) proposing this use is to be considered only through development agreement, as per section 9.3.4 of the Municipal Planning Strategy (MPS) and in accordance with policies related to:

- Architectural Heritage (12.1.4 & 12.1.5); and
- Criteria for Development Agreements (18.6.1)

This section provides an analysis of relevant policies for this development proposal. Tables summarizing all policies of this development proposal are provided in Attachment 1.

Municipal Planning Strategy (MPS) – Part 9.3 – Restricted Commercial Designation Policies

The MPS establishes when a development requires a development agreement. In the Restricted Commercial Designation, within the C-2 (Restricted Commercial) zone, Central Commercial (C-1) uses, such as a multi-use building (residential/commercial retail), may only be approved by development agreement, as per MPS Policy 9.3.4:

9.3.4 to consider only by development agreement in areas zoned Restrictive Commercial (C-2) proposals for:

- Institutional developments of a limited nature not related to either main or accessory University uses, in accordance with policy 8.7.1.
- Multi-unit residential development to a maximum of 4 dwelling units in accordance with policies 8.7.3 and 18.6.1.
- Bed & Breakfasts in excess of 3 guestrooms and Inns provided that the proposed use is located within an Architectural Control Area; and development is in accordance with policies 12.1.4, 12.1.5 and 18.6.1.
- Bed & Breakfasts with a dormitory room that has an occupant load larger than four persons, provided that the proposed use is located within an Architectural Control Area and is in accordance with policies 12.1.4, 12.1.5 and 18.6.1.
- Central Commercial (C-1) uses which are not otherwise permitted in the Restricted Commercial (C-2) zone in accordance with policy 18.6.1.
- Replacement of existing multi-unit dwellings in excess of four units in accordance with policy 18.6.1.

MPS Policy 9.3.4 doesn’t contain specific criteria for Central Commercial (C-1) uses within the Restricted Commercial (C-2) Designation. However, this policy does require that the proposed development may only be considered by development agreement in accordance with policies relating to General Development Agreement Criteria (18.6.1) and Architectural Heritage (12.1.4, 12.1.5).
Municipal Planning Strategy – Part 12.1 – Architectural Heritage and Culture

Section 12.1 of the MPS contains specific policy that addresses links between preservation, sustainability, management and protection of Wolfville’s architectural heritage. These policies help guide and direct the architectural style, design and character of proposed developments within Town. A summary table identifying all relevant Architectural Heritage policies with staff comment to each is provided in Attachment 1.

Discussion & Analysis: Criteria Met from Policy 12.1.5 of the MPS:

The proposed development, in Staff’s opinion, meets the intent of MPS Policies related to Architectural Heritage. However, MPS Policy 12.1.5 was identified with initial concern, as the proposed development has proposed a minor alteration to its façade and is discussed in detail below (Table B – Discussion of MPS Policy 12.1.5).

<table>
<thead>
<tr>
<th>Policy</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section: 12.1.5 States:</td>
<td>The subject property is located in the Central Wolfville Architectural Control Area, which is distinguished by smaller lots and side yards, and contains a mix of housing types ranging from revived Queen Anne to contemporary bungalows.</td>
</tr>
<tr>
<td>“to ensure that when considering development agreements the architectural character of any proposed new building, or the addition to or alteration of any building is visually compatible with the established architectural character of other buildings in the neighbourhood, in terms of height, bulk, scale, roof shape, materials, and relationships of windows and doors and architectural details. Require that the applicable Design Review checklist contained in the Architectural Guidelines Manuals be satisfactorily completed as part of the development agreement application.”</td>
<td>No major exterior alterations, additions or renovations have been proposed for the existing building on the subject property, other than the removal of the front porch railing. The ramp access to the existing building will be maintained in order to provide access to the proposed commercial establishment on the subject property.</td>
</tr>
<tr>
<td></td>
<td>Section 6.0 of the Residential Architectural Guidelines provides a Design Review Checklist pertaining to Streetscape/Site Layout Guidelines (6.1) and Architectural Guidelines (6.2). Staff believe the proposed development maintains a site layout that provides adequate identification and location of access/egress to the lot, plantings, parking configuration, and building(s) on site. Staff also believe the proposed development adequately resembles the architectural style, features, materials, and character of the surrounding neighbourhood.</td>
</tr>
</tbody>
</table>
| | Staff believe the proposed development maintains visual compatibility with the established architectural character of other buildings in the neighbourhood.
Municipal Planning Strategy – Part 18 – Implementation

Policy 18.6.1 of the MPS contains general policy for all development agreements, which focus on issues related to the preservation, servicing, and design of the proposed development.

Discussion & Analysis: Criteria Met from Policy 18.6.1 of the MPS:

Issues identified by Town Staff during their review of the general criteria for all development agreements are listed below (Table B – Discussion of MPS Policy 18.6.1). A summary table for MPS Policy 18.6.1 with staff comment to each criterion is provided in Attachment 1.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Type and Intensity of Use</td>
<td>Section 18.6.1 (b) of the MPS states:</td>
</tr>
<tr>
<td></td>
<td>“to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods... (i) The type and intensity of use;”</td>
</tr>
<tr>
<td></td>
<td>The existing use of the property is a two-storey commercial building (dental office). The proposed development will intensify its existing use and density with the creation of a mixed-use building that will contain commercial-retail on the ground floor and a single residential dwelling unit on the floor above.</td>
</tr>
<tr>
<td></td>
<td>Staff believe the proposed development could increase noise, congestion, and traffic related to its intensified use and density within the current and surrounding neighbourhoods. However, Staff also believe the magnitude of the increase proposed will be minimal.</td>
</tr>
<tr>
<td></td>
<td>The subject property is currently zoned Restricted Commercial (C-2). This zone intends for mixed-uses in this zone that contain both commercial and residential. Staff believe the proposed development offers a similar use (commercial-retail) to what is allowed as-of-right in the C-2 Zone and is appropriate, given the intent and criteria set forth in MPS Policy.</td>
</tr>
</tbody>
</table>
2. Parking, Traffic & Egress

Section 18.6.1 (g) of the MPS states:

“to ensure that the proposed site and building design provides the following:
(ii) functional vehicle circulation and parking and loading facilities designed to avoid congestion on or near the property and to allow vehicles to move safely within and while entering and exiting the property;”

Using the Land Use Bylaw (LUB) as a guideline for parking requirements, the development requires four (4) parking spaces to be located on-site. However, since the proposed development is to only seeking to amend the existing development agreement, the subject property is only required to produce two parking spaces on-site.

3. Architectural Features

Section 18.6.1 (g) of the MPS states:

“to ensure that the proposed site and building design provides the following:
(viii) architectural features, including but not limited to, mass, scale, roof style, trim elements, exterior cladding materials, and the shape, size and relationship of doors and windows; that are visually compatible with surrounding buildings in the case of a new building or with the existing building in the case of an addition;”

The proposed height, mass and architectural design of the existing building on the subject property will not change, as no substantial exterior alterations, additions, or renovations have been proposed. Please see Staff comment regarding architectural heritage in ‘Table B – Discussion of MPS Policy 12.1.5’.

Staff believe that the proposed development is compliant with the Architectural Guidelines and is consistent with MPS policy.

Staff believe the proposed development is consistent with the intent and criteria set out in Policy 18.6.1 of the MPS. A summary table for MPS Policy 18.6.1 with staff comment to each criterion is provided in Attachment 1.
6) REVIEW FROM OTHER DEPARTMENTS
The proposal has not been reviewed by other Town Departments.

7) PUBLIC INFORMATION MEETING
A Public Information Meeting has not been held for this application, as the proposed development will maintain a similar use and site/landscape plan found in the existing development agreement, while maintaining the existing building’s exterior appearance, architectural character and residential integrity.

However, a sign has been placed on the property and a mailing regarding the proposed development has been delivered to property owners within 100 metres of the subject property.

8) DRAFT AMENDING DEVELOPMENT AGREEMENT
The draft amending development agreement (see full amending agreement as Attachment 3) would permit the Applicant to:

- Allow Central Commercial (C-1) uses on the subject property (Clause 3.1.3)
- Maintain the two (2) existing parking spaces (Existing Development Agreement)
- Install adequate bicycle parking near the entrance of the building; (Clause 3.1.5)
- Maintain the existing landscape of the property in a manner consistent with the existing development; (Existing Development Agreement)
- Contain stormwater run-off on-site (Clause 3.1.4)
- Screen utilitarian elements such as garbage storage (Existing Development Agreement)

9) COMMENTS & CONCLUSIONS
The amendment application to permit a Central Commercial (C-1) use on the subject property, zoned Restricted Commercial (C-2), is consistent with relevant policy, particularly policies 9.3.4 and 18.6.1 of the MPS. Any impacts on adjacent properties by the increase in density should be minimal and are attempted to be mitigated through the terms of the draft amending development agreement. As such, Staff recommends to the Planning Advisory Committee that the draft amending development agreement (Attachment 3) be submitted to Council with a positive recommendation for its review and decision.

10) ATTACHMENTS
1. Relevant Policy - Summary Tables
2. Original/Existing Development Agreement
3. Draft Amending Development Agreement
ATTACHMENT 1 – RELEVANT POLICY - SUMMARY TABLES

Policy 9.3.4 of the MPS establishes the types of proposal that may be considered by a development agreement in areas zoned Restrictive Commercial (C-2).

The following table provides Staff comment on the identified policy criteria:

<table>
<thead>
<tr>
<th>Relevant Restricted Commercial Policies</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.3.4 “to consider only by development agreement in areas zoned Restrictive Commercial (C-2) proposals for:”</td>
<td></td>
</tr>
<tr>
<td>• “Institutional developments of a limited nature not related to either main or accessory University uses, in accordance with policy 8.7.1”</td>
<td>• Not Applicable</td>
</tr>
<tr>
<td>• “Multi-unit residential development to a maximum of 4 dwelling units in accordance with policies 8.7.3 and 18.6.1”</td>
<td>• Not Applicable</td>
</tr>
<tr>
<td>• “Bed &amp; Breakfasts in excess of 3 guestrooms and inns provided that the proposed use is located within an Architectural Control Area; and development is in accordance with policies 12.1.4, 12.1.5, and 18.6.1”</td>
<td>• Not Applicable</td>
</tr>
<tr>
<td>• “Central Commercial (C-1) uses which are not otherwise permitted in the Restricted Commercial (C-2) zone in accordance with policy 18.6.1.”</td>
<td>• See policy 18.6.1 analysis below.</td>
</tr>
<tr>
<td>• “Replacement of existing multi-unit dwellings in excess of four units in accordance with policy 18.6.1.”</td>
<td>• Not Applicable</td>
</tr>
</tbody>
</table>
Section 12.1 of the MPS establishes architectural heritage requirements for all developments located within a designated Architectural Control Area of Town. The relevant Architectural Heritage policies (12.1.4 & 12.1.5) within the MPS have been reviewed in response to the proposed development.

The following table provides Staff comment on the identified policies:

<table>
<thead>
<tr>
<th>Relevant Architectural Heritage Policies (Section 12.1.4 &amp; 12.1.5)</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1.4 “to require that all developments located within a designated Architectural Control Area be consistent with the design principles and guidelines contained in the appropriate Architectural Guidelines Manual.”</td>
<td>• The subject property is located within the ‘Central Wolfville’ Residential Architectural Control Area (RACA) of Town. • Staff believe the proposed development is compliant with the Residential Architectural Guidelines and its principles, as no major alterations to the existing site plan or exterior appearance of the building have been proposed.</td>
</tr>
<tr>
<td>12.1.5 “to ensure that when considering development agreements the architectural character of any proposed new building, or the addition to or alteration of any building is visually compatible with the established architectural character of other buildings in the neighbourhood, in terms of height, bulk, scale, roof shape, materials, and relationships of windows and doors and architectural details. Require that the applicable Design Review checklist contained in the Architectural Guidelines Manuals be satisfactorily completed as part of the development agreement application.”</td>
<td>• Please see ‘Table A – Discussion of MPS Policy 12.1.5’ of this report for Staff comment. • Staff believe the proposed development maintains visual compatibility with the established architectural character of other buildings in the neighbourhood.</td>
</tr>
</tbody>
</table>
**Policy 18.6.1** of the MPS establishes the general implementation policies that Council shall consider for all development agreements.

The following table provides Staff comment on the identified policy:

<table>
<thead>
<tr>
<th>General Development Agreement Policies of the MPS (Section 18.6.1)</th>
<th>Staff Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) to ensure that the proposal conforms to the intent of the MPS and to all other applicable Town By-Laws and regulations, except where the application for a development agreement modifies the requirements of the LUB or Subdivision By-Law.</td>
<td>- This proposal to amend the existing development agreement is enabled for consideration by development agreement and in Staff’s opinion is consistent with the intent of the MPS.</td>
</tr>
</tbody>
</table>
| (b) to ensure that the development does not cause conflict with adjacent land uses, disturb the quiet enjoyment of adjacent lands, or alter the character and stability of surrounding neighbourhoods through: | - The objectives of the Municipal Planning Strategy state that it shall be the intention of Council:  
  - “5.1.14 to support economic development initiatives that foster economic self-reliance and provide increased opportunities for a variety of business and employment activities.”  
  - The proposed development provides additional density and creates economic development, showcasing initiative and self-reliance within the surrounding neighbourhood and Town.  
  - The subject property is located in an area that divides the downtown from the surrounding neighbourhoods. A mixed-use building provides an adequate transition between the Commercial Core and Commercial Neighbourhood areas of Town.  
  - Any potential impacts on adjacent neighbours (i.e. lighting) are attempted to be mitigated through provisions in the amending DA. |
| i) the type and intensity of use | -  |

ii) the height, mass or architectural design of proposed buildings

| • The proposed height, mass and architectural design of the existing building on the subject property will not change, as no substantial exterior alterations, additions, or renovations have been proposed. |

iii) hours of operation of the use

| • Residential  
|   o Not applicable  
| • Commercial – Retail  
|   o Conditions regarding commercial-retail hours of operation have been placed within the development agreement, which indicate hours of operation from 8:00am – 9:00pm. |

iv) outdoor lighting

| • No issues anticipated.  
| • Requirement in the amending DA that lighting (including from parked vehicles) from the development shall not cause adverse impacts on adjacent residential properties. |

v) noise, vibration, or odour

| • A dwelling unit on this property may result in some level of increased noise within the neighbourhood but is not anticipated to be an issue. |

vi) vehicles and pedestrian traffic

| • An increase in vehicles and pedestrian traffic is anticipated, but should not substantial impact the surrounding neighbourhood or street network, due to its existing location within the Town. |

vii) alteration of land levels/or drainage patterns

| • No issues anticipated, as no changes have been proposed from existing. |

viii) deprivation of natural light

| • No issues anticipated, as no changes have been proposed from existing. |

(c) to ensure that the capacity of local services is adequate to accommodate the proposed development and such services will include, but not be limited to the following:

| i) sanitary and storm sewer systems  
|   • Adequate capacity |
| ii) water systems  
|   • Adequate capacity |
| iii) schools  
|   • No issues |
| iv) recreation and community facilities  
|   • No issues |
| v) fire and police protection  
|   • No issues |
### vi) street and walkway networks
- No issues

### vii) solid waste collection and disposal systems
- No issues

### (d) to ensure that the proposal is not premature or inappropriate by reason of the financial ability of the town to absorb capital and/or maintenance costs related to the development.
- No costs to be incurred by the Town.

### (e) to ensure that the proposal does not cause environmental damage or damage to adjacent properties through:

#### i) pollution of soils, water or air
- No issues

#### ii) erosion or sedimentation
- No issues

#### iii) interference with natural drainage systems
- No issues

#### iv) flooding
- No issues

### (f) to ensure that the proposal protects and preserves matters of public interest such as, but not limited to:

#### i) historically significant buildings
- No issues – not a historic building

#### ii) public access to shorelines, parks and public and community facilities
- No issues

#### iii) important and significant cultural features, natural land features and vegetation
- No issues

### (g) to ensure that the proposed site and building design provides the following:

#### i) useable active transportation networks that contribute to existing active transportation links throughout the community
- Not applicable
| ii) functional vehicle circulation and parking and loading facilities designed to avoid congestion on or near the property and to allow vehicles to move safely within and while entering and exiting the property | • No changes from existing  
• Two (2) on-site parking spots are provided through the existing Development Agreement  
• One (1) on-street parking spot is located on Gaspereau Avenue, adjacent to the existing building on the property.  
• Increased traffic and vehicle circulation near the property may occur. However, there are multiple public parking areas within a 5-minute walking distance of the subject property. |
| --- | --- |
| iii) facilities for the safe movement of pedestrians and cyclists | • Bicycle parking spots will be available on site for commercial-retail customers.  
• No issues anticipated. |
| iv) adequate landscaping features such as trees, shrubs, hedges, fences, flower beds and lawns to successfully integrate the new development into the surrounding area | • Adequate landscaping provided, consistent with existing landscaping on the property. |
| v) screening of utilitarian elements, such as but not limited to; mechanical and electrical equipment, and garbage storage bins | • Screening of mechanical and electrical equipment, along with waste bins is included in amending DA. |
| vi) safe access for emergency vehicles | • No changes from existing. |
| vii) adequate separation from, and consideration of, public and private utility corridors to ensure their continued safe and functional operation | • Not applicable |
| viii) architectural features, including but not limited to, mass, scale, roof style, trim elements, exterior cladding materials, and the shape, size and relationship of doors and windows; that are visually compatible with surrounding buildings in the case of a new building or with the existing building in the case of an addition | • Proposed building to be consistent with existing, besides minor exterior renovation, which would see the removal of the front porch railing (see Attachment 3 for proposed building elevations). |
| ix) useable outdoor amenity space for use of residents in a residential development | • Adequate amenity space in the form of open grassed areas and upper floor terrace on the property is provided. |
| x) accessible facilities for the storage and collection of solid waste materials | • No changes proposed from existing. • Requirements included in the development agreement and other applicable Town by-laws. |
| xi) appropriate consideration for energy conservation | • The existing main building will have to meet current building code requirements. |
| xii) appropriate consideration of and response to site conditions, including but not limited to; slopes, soil, and geological conditions, vegetation, watercourses, wetlands, and drainage | • No issues anticipated. |
| (h) where Council determines, on the advice of a licensed professional, that there is a significant risk of environmental damage from any proposed development which does not require an assessment under the Environmental Assessment Act, environmental studies shall be carried out at the expense of the developer for the purpose of determining the nature and extent of any environmental impact and no agreement shall be approved until Council is satisfied that the proposed development will not create or result in undue environmental damage | • No issues identified. |
Policy 18.6.2 establishes what conditions may be established in the development agreement. The conditions are limited to those listed, and to the specific policies guiding the development.

<table>
<thead>
<tr>
<th>SECTION 18.6.2</th>
<th>STAFF COMMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy 18.6.2 of the MPS</td>
<td>• The draft Development Agreement includes terms and conditions in relation to many of the items included in 18.6.2.</td>
</tr>
</tbody>
</table>

18.6.2 states that a development agreement may contain such terms and conditions that are provided for in Section 227 of the Municipal Government Act which ensures that the proposed development is consistent with policies of this Municipal Planning Strategy. The agreement may include some or all of the following:

- **(a)** the specific type of use;
- **(b)** the size of the structure(s) within a development;
- **(c)** the percentage of land that may be built upon and the size of yards, courts, or other open spaces;
- **(d)** the location of structure(s) in relation to watercourses, steep slopes and development constraint areas;
- **(e)** storm water drainage plans;
- **(f)** the maximum and minimum density of the population within the development; the architectural design or external appearance of structures, in particular its compatibility with adjacent structures, where required by policy;
- **(g)** traffic generation, access to and egress from the site and impact on abutting streets and parking;
- **(h)** landscape design plan indicating the type, size and location of all landscaping elements that buffer or screen the development. This may also include fencing, walkways and outdoor lighting;
- **(i)** open storage and outdoor display;
- **(j)** public display or advertising;
- **(k)** maintenance of the development;
- **(l)** any other matter which may be addressed in the Land Use By-law or Subdivision By-Law, such as parking requirements, yard requirements, etc.;
- **(m)** site specific information relating to soils, geology, hydrology and vegetation.
ATTACHMENT 2 – EXISTING DEVELOPMENT AGREEMENT
ATTACHMENT 3 – DRAFT AMENDING DEVELOPMENT AGREEMENT
1. **Title**

This Development Agreement is made this 30th day of **March**, 1997.

2. **Parties**

The Town of Wolfville, the "Town", and "Linda L. Nette and Dr. Andrew Nette", "Nette".

3. **Definitions**

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


"Development" means construct an addition to Dr. Nette Dental Office, 9 Gaspereau Avenue, Town of Wolfville.

"Development Officer" means the Municipal Development Officer appointed by the Town of Wolfville under the provisions of the Planning Act.

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

"Land Use By-Law" means the Land Use By-Law of the Town of Wolfville adopted by the Wolfville Town Council under the provisions of the Planning Act on April 25, 1996, approved by the Minister of Municipal Affairs on June 27, 1996, and filed at the Kentville Registry of Deeds Office an July 17, 1996, as No. P-10365, as amended.

"Lands means the real property in the Town of Wolfville owned by Nette and located at civic address 9 Gaspereau Avenue.

"Municipal Planning Strategy" means the municipal planning strategy of the Town of Wolfville adopted by the Wolfville Town Council under the provisions of the Planning Act on April 25, 1996, approved by the Minister of Municipal Affairs on June 27, 1996, and filed at the Kentville Registry of Deeds Office an July 17, 1996, as No. P-10366, as amended.

"Planning Act" means an Act respecting provincial and municipal planning RSNS 1989, Chapter 346.

"Schedule "A" is the plans and specifications for the development.
"Town" means the Town of Wolfville, a body corporate with head office at the Town Hall in the Town of Wolfville, County of Kings and Province of Nova Scotia.

"Nette" means Linda L. Nette and Dr. Andrew Nette, the owners of real property of civic address 9 Gaspereau Avenue, Town of Wolfville, County of Kings and Province of Nova Scotia.

4. Background

Nette has applied to the Town to construct an addition to the existing dental office located at civic address 9 Gaspereau Avenue, Town of Wolfville. The Municipal Planning Strategy and Land Use By-Law of the Town require that such a development be approved by a Development Agreement.

The parties have therefore agreed to enter this Development Agreement.

5. Terms

5.1 Development Details

5.1.1 Nette shall carry out the Development according to the terms of this Development Agreement.

5.1.2 Nette shall locate the Development on the lands.

5.1.3 Nette shall construct the work in accordance with Schedule "A" - Plans and Specifications.

5.1.4 Nette agrees that while this Development Agreement continues in effect Nette shall keep the exterior of the buildings on the lands, and all landscaping required under this Development Agreement, well maintained and in good condition.

5.1.5 Nette agrees that at no time shall garbage be stored on the lands unless placed in a container of design and location and with adequate screening, as approved by the Development Officer.

5.1.6 Nette shall provide screening for all mechanical and electrical equipment placed on the lands or placed on the buildings on the lands.

5.1.7 Nette agrees that all non-hard surface areas on the lands shall be maintained as landscaped areas and be developed and maintained to a minimum standard of mowable lawn areas.

Page 2
As approved by Council February 15, 1999
5.1.8 Nette agrees that all parking areas and associated driveways to be provided under this Development Agreement shall be constructed of hard surface (asphalt, concrete or bricks).

5.1.9 Nette agrees the parking area be maintained in a safe and useable condition as to allow the full use and enjoyment of property for the abutting property owner on the south side of the subject property. Nette shall bear the expense of retaining walls or other work required to ensure this requirement.

5.1.10 Nette agrees that parking for it’s employees shall not be permitted on the lands during regular business hours.

5.2 Timing

5.2.1 This Development Agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council’s approval to enter it has elapsed, or the day on which any appeals have been disposed of and the resolution 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 Planning Act. All other time requirements imposed in this Development Agreement shall be calculated from that date, the effective date.

5.2.2 Nette shall commence the Development within one year of the effective date. The commencement date shall be the date shown on the first development permit issued by the Town for the development.

5.2.3 Nette shall complete the Development, including all the requirements of this Development Agreement, within eighteen months of the commencement of the Development.

5.2.4 Before beginning the Development, Nette shall obtain all necessary permits and approvals required by law including, but not limited to, Development Permit, Building Permit, approvals from the Nova Scotia Departments of Health and Environment, and approval from the Provincial Fire Marshall's Office.

5.3 Applicable Legislation

5.3.1 The Town and Nette agree that the following legislation applies to the Development and that the Development shall in all respects comply with the applicable requirements of that legislation unless provided for otherwise in this Development Agreement:

Page 3
As approved by Council February 15, 1990
5.3.2 The following provisions of the Land Use By-Law shall not apply:

- Section 6.20 - Parking Requirements: Existing Buildings

5.4 Amendment

With the exception of matters which the Town and Nette do not consider to be substantial, the amendment of any other matter in this Development Agreement can only be made under the provisions of Section 73 of the Planning Act, including the holding of a Public Hearing.

Following are matters in this Agreement which the Town and Nette do not consider to be substantial:

1. The requirements for commencement and completion imposed by section 5.2.2 and 5.2.3;

2. A minor variation or modification of the plans and specifications of Schedule "A", if such variation or modification is not contrary to the spirit and the intent of this Development Agreement.

Subject to the other terms of this Development Agreement, the Development Officer has the sole discretion to approve a request by Nette to amend this Development Agreement on a matter which has been identified as not substantial by the Town and Nette.

5.5 Expenses

Nette shall pay all costs and expenses incurred by the Town related to this Development Agreement including but not limited to; advertising; notification of adjoining landowners; and solicitor's fees and disbursements incurred in drafting this Development Agreement.

5.6 Liability

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

5.7 Default

5.7.1 If Nette 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 Nette, enter the lands and perform any obligation with which Nette 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 Nette by direct suit and shall form a charge upon the lands. Nette shall pay interest on any sum so expended by the Town at the rate of 1.5% per month on the outstanding balance from time to time. Such interest costs shall be treated as an expense.

5.7.2 If Nette breaches any of the terms of this Development Agreement, the Town, at its sole option, may

- terminate this Agreement,
- exercise its rights under paragraph 5.7.1 above, or
- take no action.

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

5.7.3 Any expenses incurred by the Town in exercising its rights under sections 5.7.1 and 5.7.2, or either of them, shall be paid by Nette to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the lands, to their original condition before the beginning of work on the Development and all solicitors' fees and disbursements incurred in terminating or discharging this Agreement. Such expenses shall be payable by Nette to the Town as a debt and may be recovered from Nette by direct suit. They shall form a charge upon the lands.

6. Warranties by Nette:

Nette warrants as follows:

6.1 It has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the lands which would require
their signature on this Development Agreement to validly bind the lands or Nette has obtained the approval of every other entity which has an interest in the lands whose authorization is required for Nette to sign this Development Agreement to validly bind the lands.

6.2 It has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

7. Full Agreement

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

7.2 This Development Agreement shall not be a precedent for any other agreement either between the Town and Nette 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
Town Hall
P.O. Box 1030
Wolfville, Nova Scotia
B0P 1X0
Attention: Development Officer

and if to Nette:

Linda L. Nette and Dr. Andrew Nette
9 Gaspereau Avenue
P.O. Box 578
Wolfville, Nova Scotia.
B0P 1X0

As approved by Council February 15, 1999
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 enure to the benefit of and be binding upon the parties to this Agreement, their respective successors, administrators, and assigns.

11. Execution

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

SIGNED, SEALED AND DELIVERED
In the presence of:

Gladys Sattzman
Witness

TOWN OF WOLSFVILIE
By
By

LINDA L. NETTE AND
DR. ANDREW NETTE
By
By

Witness

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As approved by Council February 15, 1999
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on
March 30, 1999, GLADYS SALTZMAN a witness to this
agreement came before me, made oath, and swore that the Town of Wolfville, caused the same
to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in
its name and in its behalf in his/her presence.

G. LORRAINE JONES
A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on
March 30, 1999, GLADYS SALTZMAN a witness to this
agreement came before me, made oath, and swore that Linda L. Nette and Dr. Andrew Nette
executed the same in his/her presence.

G. LORRAINE JONES
A Commissioner of the Supreme Court of Nova Scotia

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As approved by Council February 15, 1999
This Amending Development Agreement is made this ___ day of _____________, 2017.

BETWEEN:

Linda L. Nette
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Town and the Developer entered into the Original Development Agreement dated March 30, 1999 and filed at the Registry of Deeds office in Kentville, Nova Scotia as document number P-1732, Book 1180, Page 615-625 on April 8, 1999;

AND WHEREAS the Applicant, Casa Bella Gifts Ltd, on behalf of the Developer has requested that the Town enter into an Amending Development Agreement to change the existing use from Restricted Commercial to Central Commercial on the Lands, pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville, as amended from time to time;

AND WHEREAS a condition of granting approval to amend the Original Development Agreement is that the parties enter into this Amending Development Agreement;

AND WHEREAS the Original Development Agreement approved the development pursuant to previous Town of Wolfville Planning Documents and this amendment has been made pursuant to the current (2008) Town of Wolfville Municipal Planning Strategy and Land Use By-law;

AND WHEREAS the Town Council of the Town, at its meeting on ________, 2017, approved entering into this Amending Development Agreement to allow Central Commercial uses on PID 55274955, in the form of a multi-use building containing commercial-retail on the ground floor level and one residential unit for personal use located above, subject to the registered owner of the land entering into this Amending Development Agreement;

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

As approved by Council ________, 2017.
1. **Background**

The Town and the Developer entered into the Original Development Agreement on March 30, 1999 (approval by Council) which permitted the development of PID 55274955 subject to certain terms and conditions. The 1999 agreement was administered under the requirements of the 1996 Municipal Planning Strategy and Land Use By-law.

This Amending Development Agreement responds to the request by the Applicant, Casa Bella Gift Ltd., on behalf of the Developer to allow Central Commercial uses on the property in the form of a mixed-use building containing commercial-retail on the ground floor level and one residential unit for personal use located above on the Lands.

2. **Definitions**

- “Amending Development Agreement” means this agreement between Linda L. Nette and the Town of Wolfville proposing to amend the Original Development Agreement to allow Central Commercial uses on PID 55274955.

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

- “Development” means as defined in the Amending Development Agreement.

- “Lands” means the real property in the Town of Wolfville owned by the Developer, PID 55274955, and as described in Schedule “A”.

- “Land Use By-law” means the Land Use By-law for the Town of Wolfville, including subsequent amendments, adopted by Wolfville Town Council in September of 2008.


3. Terms

3.1 General

3.1.1 Section 5.3.1 of the Original Development Agreement shall be amended to read:

_The Town and The Developer covenant and agree that the Development shall in all respects comply with requirements of the Land Use By-law (2008) of the Town of Wolfville and the policies of the Municipal Planning Strategy (2008), except only as herein specified._

3.1.2 Section 5.3.1.1 will read:

_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._

3.1.3 Section 5.1.10 of the Original Development Agreement shall be removed and amended to read as:

_The following uses are permitted:_

_a. All as-of-right uses permitted in the Restricted Commercial (C-2) zone in the Land Use By-law, as amended from time to time._

_b. Central Commercial (C-1) uses_

3.1.4 Section 5.1.11 shall be included to read as:

_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._

3.1.5 Section 5.1.12 shall be included to read as:

_A 2-6 stand bicycle element shall be provided on the side or front of the building on the site;_

3.1.6 Section 5.1.13 shall be included to read as:

_Outdoor lighting shall not cause adverse impacts on adjacent properties_
3.1.7 Section 5.1.13 shall be included to read as:

The buildings shall be located on the property as generally shown on Schedule A and in compliance with the yard requirements of the Land Use By-law;

3.1.8 Where discrepancies arise between Schedules A and the text of this Amending Development Agreement, the text shall prevail.

3.1.9 The Developer shall be responsible for obtaining all necessary permits and approvals required pursuant to current by-laws, and other legislation for the Development, including but not limited to development permits, building permits, and any approvals required from the Province of Nova Scotia.

3.1.10 Except as amended by this Amending Development Agreement, the Original Development Agreement (and amendments) between the Town and the Developer for the lands as filed at the Registry of Deeds in Kentville on March 30, 1999 as document number P-1732, Book 1180, Page 615-625 shall remain in full force and effect.

3.2 Timing
3.2.1 This Amending Development Agreement shall be deemed to be entered into on the day following the day on which the time for appeal of Town Council’s approval to enter it has elapsed, or the day on which any appeals have been disposed of and the policy of the Wolfville Town Council approving this Amending 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. All other time requirements imposed in this development agreement shall be calculated from that date, the effective date.

3.3 Expenses
3.3.1 The Developer shall pay all costs and expenses incurred by the Town related to this Amending Development Agreement including but not limited to: advertising; notification of adjoining landowners; and any solicitor's fees and disbursements incurred in drafting this Amending Development Agreement.

3.4 Default
3.4.1 Any expenses the Town incurs to enforce the terms of this Amending Development Agreement are payable to the Town.

3.4.2 If the Developer breaches any of the terms of this Amending Development Agreement, the Town, at its sole option, may:
   (a) Terminate this Amending Development Agreement;
   (b) Exercise its rights under paragraph 3.4.1 above; or,
   (c) Take no action.
3.4.3 Any election by the Town to take no action on a breach of this Amending Development Agreement by the Developer shall not bar the Town from exercising its rights under this Amending Development Agreement on any other breach.

4. Warranties by the Developer
4.1 Title and Authority
4.1.1 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. No other entity has an interest in the lands which would require their signature on this Amending 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 Amending Development Agreement to validly bind the lands.

(b) The Developer has taken all steps necessary to, and it has full authority to, enter this Amending Development Agreement.

5. Full Agreement
5.1 Other Agreements
5.1.1 This Amending Development Agreement together with the Original Development Agreement filed at the Registry of Deeds in Kentville, Nova Scotia as document number P-1732, Book 1180, Page 615-625 constitute the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.

5.1.2 This Amending 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.
6. **Notice**
Any notice to be given under this Amending 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  
Town Hall  
359 Main Street  
Wolfville, Nova Scotia  
B4P 1A1  
Attention: Development Officer

and if to the Developer:

LINDA N. NETTE  
Port Williams, NS, Canada  
B0P1T0

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

8. **Binding Effect**
This Amending Development Agreement shall endure to the benefit of and be binding upon the parties to this Amending Development Agreement, their respective successors, administrators, and assigns.
9. **Execution**

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

SIGNED, SEALED AND DELIVERED  
In the presence of:  

TOWN OF WOLFVILLE  

By _____________________________  
MAYOR  

Witness  

By _______________________________  
TOWN CLERK  

SIGNED, SEALED AND DELIVERED  
In the presence of:  

By _______________________________  
LINDA N. NETTE
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on __________________, 2017, _____________________________________________ a witness to this amending agreement came before me, made oath, and swore that the Town of Wolfville, caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

__________________________________________
A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on __________________, 2017, _____________________________________________ a witness to this amending agreement came before me, made oath, and swore that LINDA N. NETTE, caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

__________________________________________
A Commissioner of the Supreme Court of Nova Scotia
SCHEDULE A – PARCEL DESCRIPTION

All that certain lot of land and premises situate on the East Side of Gaspereau Avenue in the Town of Wolfville, in the County of Kings and Province of Nova Scotia and bounded and described as follows:

COMMENCING at an iron bar set at the southwest corner of lands of Dr. P. S. Cochrane;

THENCE Easterly Eighty-on (81) feet along the Southern boundary of said Cochrane lands or to an iron stake set in the Western boundary of lands of the Town of Wolfville marking the Southeast corner of said Cochrane lands;

THENCE Southerly along lands of the Town of Wolfville fifty (50) feet;

THENCE Westerly seventy-nine and seven tenths (79.7) feet or to a point on the Eastern boundary of Gaspereau Avenue fifty (50) feet Southerly from the point of beginning.

THENCE Northerly along Gaspereau Avenue fifty (50) feet to place of beginning.


ALSO BEING AND INTENDED TO BE the same lands conveyed to David R. Duncan et ux by Melita Waterbury by deed dated February 19, 1980 and recorded in the Registry of Deeds at Kentville in Book 486 at Page 66.