

PLANNING ADVISORY COMMITTEE
Town Hall – Council Chambers & ZOOM
Tuesday, May 12, 2026
4:00pm.



AGENDA

1. Call to Order
2. Approval of the Agenda
3. Approval of the Minutes
 - 3.1 April 13, 2026
4. Action/Discussion Items
 - 4.1 Magee Drive Development Agreement
 - 4.2 Northlands Secondary Plan Update
5. Anything by Members
6. Next Meeting Date
7. Adjournment

A meeting of the Planning Advisory Committee (PAC) was held in person on Monday, April 13, 2026, starting at 4:00pm.

PRESENT

Chairing the meeting: Hilary Campbell; Councillors Dan Smith and Jonathan Archibald; Citizens-at-large, Howard Selig, Dianne McDonald, and Margaret Jerke, Senior Project Manager Jennifer Nicholls, Development Officer, Ethan Oderkirk, Chief Administrative Officer, Ashley Crocker and Director of Public Works, Adam Verran.

Regrets: Councillor John Bartlett, Recording Secretary/Planning Services Coordinator, Sara Marceau

1. CALL TO ORDER

Chair Campbell called the meeting to order at 4:00pm.

2. APPROVAL OF THE AGENDA

260413.01 It was moved and seconded to approve the agenda as circulated. **Motion carried.**

3. APPROVAL OF THE MINUTES

3.1 Approval of the Previous Meeting Minutes

February 19, 2026 Committee Meeting Minutes
February 19, 2026 Public Information Meeting Minutes

An omission was noted by Dianne McDonald, and the minutes were considered approved as corrected.

4. ACTION/DISCUSSION ITEMS

4.1 18 King Street, Planning Report

Councillor Archibald declared a conflict of interest and left the discussion table.

Development Officer Ethan Oderkirk gave a presentation on the 18 King Street Planning Report.

Development Officer Oderkirk outlined concerns that were raised at the Public Information Meeting, including stormwater management (pooling and flooding neighboring yards), increased traffic on King Street, nuisance impacts (bright lighting), and the impact on the Town's tax base if the zoning change were to take place.

Oderkirk described the process moving forward, recommending that the request proceed by development agreement. He also outlined key aspects proposed for inclusion in a development agreement, to help address some of the public's concerns:

- Requirement of a stormwater management plan
- Outlines the intended use of Subject Property
- Driveway access requirements
- Landscaped buffering requirements along King Street and south adjacent residential property – including retaining mature trees in buffer
- Lighting controls requirements
- Parking requirements
- Maintenance of property and landscaped buffer
- Permitted hours of operation control and winter maintenance

Oderkirk then described the approval process, after which Committee members asked questions:

Margaret Jerke asked whether the public would still have an opportunity to voice concerns if the motion were recommended.

- Staff responded that yes, Council is required to hold a public hearing in conjunction with Second Reading

Dianne McDonald and Howard Selig expressed concern about bright lighting overnight and asked whether motion sensors or dimming could be used.

- Staff responded that motion detector lighting could be explored, and that there may be liability reasons that require lights to be on overnight.

Margaret Jerke asked for clarification on the timeline for installing fencing and buffers, and responsibility of maintaining the fence.

- Staff responded that the mature trees would be maintained, and the fencing would go in between the trees. Staff confirmed that the development agreement states that the applicant is responsible for maintaining the fence.

Councillor Smith asked about recourse if the applicant does not follow the development agreement.

- Staff responded that the development agreement will state that all actions required in the agreement must be completed before permits are awarded.

Councillor Smith also noted that it will only be evident if the stormwater management plan works if it rains. He said that there are public comments and complaints around flooding in that area since the previous parking lot was put in. He asked for clarification on how a stormwater management plan can be accepted if it's not certain it will work, and whether there are options if it doesn't work.

Chair Hilary Campbell asked if it was possible to write a one-year review clause into the development agreement to require the applicant to take additional steps to mitigate any problems that may arise if the stormwater management plan proves to be ineffective.

- Staff responded that they would need to investigate this.

Margaret Jerke noted that there were concerns from residents about the potential effect this project may have on property values in the area. She asked if a review has been completed on this.

- Staff explained that the potential impact on neighbouring property values is not a consideration in the application process.

Dianne MacDonald expressed concern for the environment, ensuring trees are protected and that the Town is a welcoming community.

Chair Hilary Campbell noted that, based on a review of the zoning map, this would be the first commercial/residential mixed zone without frontage on Main Street. While she acknowledged that mitigation measures could be implemented, she questioned whether permitting this property to expand further into residential areas could set a precedent and asked where such expansion would be limited. She emphasized that Council must carefully consider the potential negative impacts of commercial encroachment into residential neighborhoods.

CAO Crocker asked if there is a plan to consolidate the lot, so it is not separated and the only lot that is left without road frontage.

- Staff confirmed that the development agreement requires the lot to be consolidated with the one right above it, which would give the newly consolidated lot road frontage on Main Street.

Margaret Jerke asked for clarification on whether the applicant can put a separate entrance into the new parking lot from King Street.

- Staff responded that the current development agreement states that the new parking lot must be accessed through Main Street.

Committee members discussed amendments but chose to proceed while ensuring concerns were reflected in the minutes:

The PAC recommends that Council consider putting additional mitigation measures in the development agreement or ask staff and the applicant to further explore:

- 1) Planting of mature trees instead of saplings
- 2) A clause that the stormwater management plan be revisited after one year to see if the plan is working and if not, that the applicant be required to put additional measures in place to rectify any problems, particularly with flooding
- 3) Motion censored lights or lights that will dim overnight
- 4) The negative impacts of encroachment of commercial businesses into residential areas

260413.02 It was moved and seconded that the Planning Advisory Committee recommend that Council give First Reading to the proposed amendments to the Municipal Planning Strategy and Land Use By-law to redesignate and rezone 18 King Street (PIDS 05079264 and 05180641) from Residential to Residential Mixed Use (RMU); and that Council give initial consideration to the attached draft development agreement; and that Council schedule a Public Hearing. **Motion carried.** Councillor Smith voted against the motion.

Councillor Archibald returned to the discussion table.

4.2 Magee Drive Amendments

Development Officer Ethan Oderkirk gave a presentation on the Magee Drive Amendments.

Development Officer Ethan Oderkirk clarified that only the amendments are coming forward at this time, and not the development agreement. This will give Council the discretion to allow grouped dwellings in its Municipal Planning Strategy and Land Use Bylaw. Any development over six (6) units must be approved by way of Development Agreement. Without having these amendments in place, a Development Agreement for Magee Drive cannot come forward.

Members of the Planning Advisory Committee asked a variety of questions:

Councillor Archibald asked how this development relates to trailer park situations, and if it would enable trailer parks in Town.

- Staff replied that trailer parks are a land-leased community, not a grouped dwelling. A trailer could be brought in, but only by Development Agreement.

Howard Selig asked if the grouped dwellings will all be one owner.

- Staff replied that yes, it is one owner for all the buildings.

260413.03 It was moved and seconded that the Planning Advisory Committee recommend that Council give First Reading to the proposed amendments to the Municipal Planning Strategy and Land Use By-law to enable Council to consider grouped dwellings within the Residential Designation by Development Agreement, and direct staff to proceed with the required Public Hearing process. **Motion carried.**

5. **ANYTHING BY MEMBERS**

Howard Selig expressed concern regarding increased lighting levels in the Industrial Park on the west side of Town. He noted that the intensity of lighting has grown and is impacting his property on Victoria Street, making it difficult to enjoy the area after dark. Mr. Selig indicated he is not aware of any existing Town bylaw or policy governing lighting and suggested that guidelines related to light pollution be explored.

Margaret Jerke expressed concern about the importance of maintaining clear boundaries between commercial and residential areas, noting that the Town should remain mindful of preventing the encroachment of commercial uses into residential neighborhoods.

6. **NEXT MEETING DATE**

Tuesday May 12th at 4:00pm. One agenda item Magee Drive Development Agreement.

7. **ADJOURNMENT**

Chair Campbell declared the meeting adjourned at 5:16pm.

CHAIR

RECORDING SECRETARY

Planning Report

DATE May 12, 2026



To: Middleton Planning Advisory Committee
Prepared By: Chrystal Fuller, LPP, MCIP
Date: May 12, 2026
Reference: Magee Drive Group Dwelling Proposal

Recommendation:

Staff recommend that the Planning Advisory Committee recommend that Council give initial consideration to the proposed Development Agreement for PID 05302047, Magee Drive, Middleton, to permit a 27-unit grouped dwelling development and one community office/boardroom space, subject to completion of the associated Municipal Planning Strategy and Land Use By-law amendment process.

Part 1. Background

1.1. Project Summary

Current Property Owner	Department of Growth and Development – Nova Scotia
Future Owner/Developer	Annapolis County Housing Association (ACHA) and COG Developments
Site Plan Prepared by	EKD Match Design
Civic Address	Magee Drive, Middleton
PID	05302047
Designation	Residential (R)
Zone	Residential (R)
Area	Approximately 2.59 acres (113,036 square feet)
Existing Land Use	Vacant land
Proposed Development	27 grouped dwelling units and 1 community office/boardroom space
Adjacent Land Uses	Residential uses, including nearby affordable and public housing developments, and limited commercial uses.

Subject Property
(shown in Red Outline)



1.2. Location and Site Description:

The Town of Middleton received an application from Eryn Dagley, Owner and Designer of EKD Match Design, on 4 February 2026 on behalf of Annapolis County Housing Association, COG Development and the Province of Nova Scotia. According to the application, these groups have entered into a Memorandum of Understanding to develop on this provincially owned lot to provide affordable housing. . ACHA has also submitted a request to have the development application fees waived, which Council will consider at first reading.

The proposal includes the development of 27 individual and semi-detached residential dwellings ranging in size from approximately 480 to 900 square feet, as well as one community office space. The development concept includes a mix of one-, two-, and three-bedroom units supported by grouped parking areas, pedestrian walkways, and shared green space connecting the internal development. The development will be a mix of market and affordable, with 55% being affordable and the ability to accommodate more as earning permit. Access to the site is proposed from Magee Drive by a private driveway.

The Subject Property is designated Residential under the Municipal Planning Strategy and zoned Residential (R) under the Land Use By-law. The Residential Zone permits a variety of residential building forms as-of-right, including single unit dwellings, semi-detached and duplex dwellings, townhouses, multiple unit dwellings, and grouped dwellings.

The maximum number of dwelling units permitted as-of-right on a lot in the Residential Zone is six (6), subject to meeting the applicable lot area, frontage, setback, height, and parking requirements. Proposals containing seven (7) or more units require Development Agreement approval

The Subject Property is located within an area characterized by a mix of residential and limited commercial uses. Lands to the north and east contain single-unit residential dwellings, while lands to the south contain additional public housing, while lands to the west remain vacant.

1.3. Application and Process

To consider this proposal, Council is currently considering amendments to the MPS to allow grouped dwellings in this zone. It is anticipated that Council will approve these amendments in May and this development agreement proposal is contingent on the approval of these amendments.

The Development Agreement would regulate the detailed form of development on the property. It would not amend policy on its own. Instead, it would establish the site-specific rules that would apply if Council approves the associated planning document amendments and those amendments take effect. The Development Agreement therefore serves as the implementation tool for the proposed grouped dwelling development on the site.

The draft agreement limits the development to 27 grouped dwelling units and one community office/boardroom space. It ties the development to the approved site plan and requires the Developer to provide updated technical information before the Town issues a Development Permit.

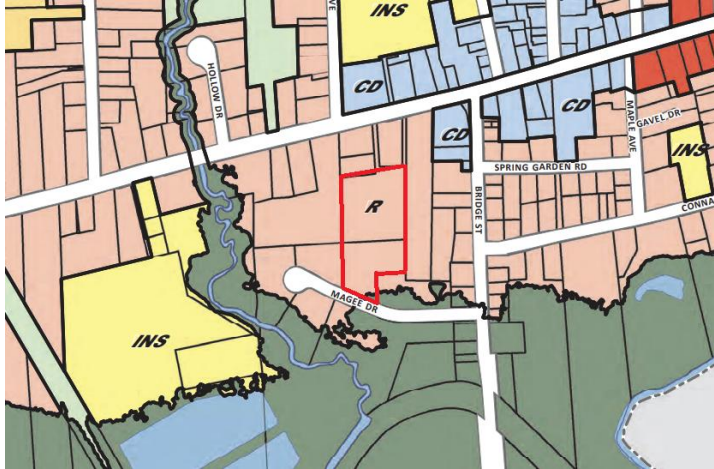


Figure 1 Subject Property Designation

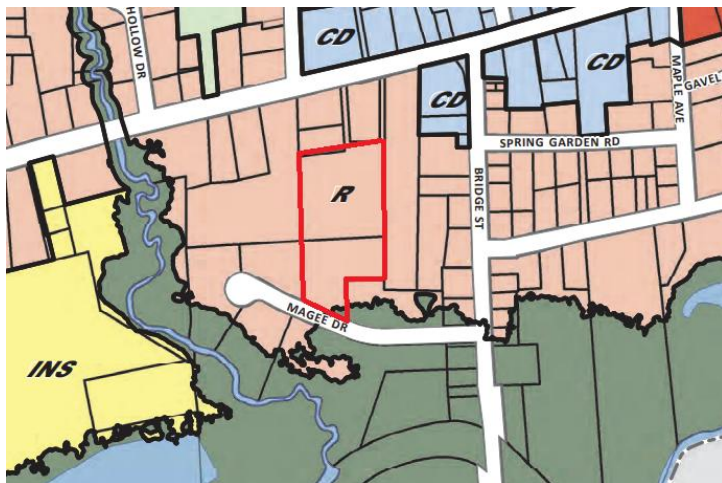


Figure 2 Subject Property Zoning

1.4. Public Information Meeting

The Town held a Public Information Meeting, (PIM), on February 19th, 2026, providing an opportunity for the public to voice their comments and concerns to staff and the applicant. Below is a summary of the main themes expressed by the public during the meeting:

Public Comment	Comment and Response
Community integration	How does this plan fit together with the existing community? Staff response: <ul style="list-style-type: none"> The town does not regulate tenancy; the tenant mix will be determined by the organization.
Buffering	How much distance is there between the green space and property, will there be fencing? Staff response: <ul style="list-style-type: none"> Fencing and other landscape buffering will be regulated by Development Agreement.
Tax rate or exemption	Will there be a tax exemption for providing affordable units? Staff response: <ul style="list-style-type: none"> Not at this time
Construction Access	Where will construction vehicle access to the property be? Staff response: <ul style="list-style-type: none"> Construction access will be from Magee Drive, there is no other option to access the site.

Part 2. Discussion

2.1. Policy Review

The Subject Property is designated Residential under the Town of Middleton Municipal Planning Strategy and zoned Residential (R) under the Land Use By-law. The Residential Designation supports long-term residential development, and Policies R1 and R2 encourage a range of housing forms within the Town.

Policy R9, when adopted, provides Council with the authority to evaluate larger residential developments through a Development Agreement, which allows detailed review of site design and compatibility considerations but does not include grouped dwellings.

Policy R9 – “It shall be the intention of Council to consider the development of new multiple unit dwellings, townhouse dwellings, Grouped Dwellings the conversion of an existing residential structure containing seven (7) or more units and the development of new day nurseries, bed and breakfast uses and boarding and rooming houses in the Residential Designation by Development Agreement subject to criteria contained in Policy IM16 and IM17.”

The Municipal Planning Strategy supports a range of housing options, including opportunities for infill and redevelopment where appropriate. In that context, the proposed grouped dwelling development aligns with the residential intent of the designation.

Policies IM16 and IM17 provide the framework for Development Agreement review. These policies allow Council to consider matters such as building location and scale, open space, site design, access, parking, landscaping, buffering, lighting, servicing, and stormwater management. This framework gives Council the ability to evaluate the detailed layout and compatibility of the proposed development.

Policy IM17 outlines considerations of a Development Agreement, Council must consider whether the proposal conforms with the intent of the Strategy, whether infrastructure and road networks can support the development, and whether the development can avoid or mitigate adverse impacts on adjacent uses. The proposed amendment would create a policy pathway for Council to consider grouped dwellings through this review process rather than permit them as-of-right.

Overall, the proposal maintains residential use on the property and aligns with the broader intent of the Municipal Planning Strategy to support housing within the Residential Designation.

2.2. Proposed Amendment

The proposed text amendment to the Land Use By-law and Municipal Planning Strategy would include grouped dwellings in the already established policy requiring developments containing seven (7) or more unit to proceed with the Development Agreement process in Policy R9 and corresponding sections of the LUB.

2.3. Planning Analysis:

The development introduces a compact housing form on vacant land, which supports more efficient use of municipal infrastructure and land already designated for residential purposes. Furthermore, the development and addition of new housing units is in an area where municipal water, sanitary sewer, and stormwater services are already available.

The surrounding area contains residential uses, including single-unit dwellings to the north and east and affordable public housing to the south. In this context, a grouped dwelling development is generally consistent with the residential character of the area. At the same time, the proposal raises site-specific land use compatibility matters that require careful consideration, including buffering, privacy, lighting, access, parking, and the relationship of the development to adjacent properties and surrounding community development.

The site plan shows a community green space and walking path in the rear portion of the property, together with permeable pathways and pedestrian site circulation linking the development internally and toward Magee Drive. This is an important feature from a land use planning perspective because it provides amenity space for residents, supports walkability, and creates a transition between built form and the edges of the site.

The revised site plan shows a 27-unit grouped dwelling development on a lot of approximately 2.59 acres. This results in a density of approximately 10.4 units per acre. From a planning perspective, the proposal introduces a more intensive residential form than the surrounding

single-unit pattern. Magee Drive has larger developments already existing, including public and affordable housing. The site plan shows total lot coverage of 34% and approximately 66% green space.

Stormwater management is an important consideration for this site. Several storm outfalls in the area discharge to the Annapolis River, and elevated river levels during the spring can occasionally slow drainage. Although no flooding concerns have been identified at the Magee Drive elevation, on-site stormwater retention will be required through the Development Agreement to manage runoff before discharge to the municipal system. Public works has also indicated that a review of down stream sewage capacity must be conducted to ensure capacity.

The Traffic Impact Statement concludes that the proposed 27-unit development can be accommodated on Magee Drive and Bridge Street with no appreciable impact on traffic operations. The report estimates that the development will generate 19 vehicle trips in the AM peak hour and 25 vehicle trips in the PM peak hour, which is relatively modest in planning terms.

The TIS also concludes that the proposed parking supply of 36 spaces exceeds the minimum requirement of 27 spaces. In addition, the report recommends extending the existing sidewalk on Magee Drive to connect to the proposed site sidewalk, which is an important consideration for pedestrian safety and connectivity. The TIS notes that sight distance at the proposed access is generally acceptable, although consideration could be given to removing an existing tree east of the driveway to improve visibility along the curve.

Under Sections 225C and 225D of the *Municipal Government Act*, Council may consider the proposed Development Agreement at the same time as the associated Municipal Planning Strategy and Land Use By-law amendments and may grant provisional approval or approval in principle where the Development Agreement has been presented at the public hearing and only minor administrative revisions remain. In this case, final approval of the Development Agreement would not occur unless and until the related MPS and LUB amendments are adopted and take effect, with final approval occurring when the Minister has approved the amendments.

Overall, the development supports additional housing within the Town, make use of serviced residential land, and allows Council to consider a grouped dwelling form through a detailed site-specific review process. From a land use planning perspective, this creates a reasonable and controlled path to consider the proposal while maintaining the Town's ability to regulate design, servicing, and compatibility through a Development Agreement. Any land use conflicts have been adequately mitigated by the development agreement provisions.

Both the director of public works and the Fire Chief for Middleton have reviewed the site plan and provided feedback which has been incorporated into the DA. This included the installation of a private fire hydrant on the site, increase in the turn around area for fire trucks and the installation of a 6 inch lateral for water services.

2.4. Draft Development Agreement

Attached to this report is a draft Development Agreement for the proposed development on Magee Drive. The draft sets out the site-specific requirements that will govern the development if Council approves the related Municipal Planning Strategy and Land Use By-law amendments.

The draft limits the use of the property to a 27-unit grouped dwelling development and one community office or boardroom space. It ties the development to the approved site plan and requires the Developer to submit the information needed before the Town issues a Development Permit.

The draft addresses servicing and stormwater management. It requires the Developer to submit a stormwater management plan, confirm downstream sewer capacity, and complete any required sewer easement changes. It also requires on-site stormwater retention to control runoff before discharge to the municipal system.

The draft identifies Magee Drive as the site access and regulates the internal layout through the approved plans. It also limits office use to the building identified on the site plan and prohibits general commercial use within that space.

The draft includes requirements for landscaping, fencing, lighting, parking, and maintenance. It requires landscaped buffering along the property boundaries, a six-foot opaque wooden fence along the north side of the community greenspace and walking path, and downward-directed exterior lighting standards away from adjacent properties. It limits parking to 36 spaces, including 3 accessible spaces, and requires the Developer to maintain common green space, pedestrian pathways, internal driveways, parking areas, and landscaped areas.

The draft Development Agreement allows the development to proceed in phases, subject to specific conditions. It requires completion of all landscaping and the walking trail before final occupancy permits are issued. Where the development proceeds in phases, the Development Officer must approve the phasing plan, walkways and internal driveways for individual units must be complete before occupancy, and the stormwater detention pond must be constructed before the Town issues a Development Permit for the 16th unit.

2.5. Summary

The proposed grouped dwelling development represents a significant residential project on vacant serviced land in Middleton. The draft Development Agreement provides the mechanism to regulate the details of that development and to secure the site design, servicing, buffering, parking, lighting, maintenance, and phasing measures needed to make the project function properly.

Subject to completion of the related policy amendment process and subject to final drafting corrections, staff find that the Development Agreement provides an appropriate framework for Council to consider the proposed development.

2.6. Staff Recommendation to PAC:

Staff recommend that the Planning Advisory Committee recommend that Council give initial consideration to the draft Development Agreement for PID 05302047, Magee Drive, Middleton, for a 27-unit grouped dwelling development and one community office/boardroom space.

2.7. Proposed Motion

That the Planning Advisory Committee recommend that Council give initial consideration to the draft Development Agreement for PID 05302047, Magee Drive, Middleton, to permit a 27-unit

grouped dwelling development and one community office/boardroom space, subject to the associated Municipal Planning Strategy and Land Use By-law amendments being approved and taking effect.

Part 3. Appendices:

Appendix A: Summary of Policy Evaluation

Appendix B: Draft Development Agreement

Appendix C: PIM Minutes

Appendix A: Summary of Evaluation Criteria

Policies	Comment and Concerns
<p>MPS Policy R9 <i>It shall be the intention of Council to consider the development of new multiple unit dwellings, townhouse dwellings, the conversion of an existing residential structure containing seven (7) or more units and the development of new day nurseries, bed and breakfast uses and boarding and rooming houses in the Residential Designation by Development Agreement subject to criteria contained in Policy IM15 and IM16.</i></p>	<p>The proposal seeks to enable a grouped residential development containing multiple units through the Development Agreement process. Policy R9 provides Council with the authority to evaluate larger residential developments through a Development Agreement, which allows the Town to review site design, compatibility with surrounding uses, and servicing considerations prior to development proceeding.</p>
<p>MPS Policy IM-16 <i>It shall be the intention of Council that a Development Agreement, made pursuant to the Municipal Government Act, may contain such terms and conditions that Council feels necessary, to ensure that the Development Agreement is consistent with the policies of this Strategy. To this end, the agreement may include, but is not limited to, some or all of the following:</i></p>	
<p>(a) The specific use and size of the structure, either new, or an expansion of an existing structure;</p>	<p>The proposal includes approximately 27 individual and semi-detached residential dwellings and 1 community office space ranging from approximately 480 to 950 square feet. The proposed amendment would enable Council to consider this grouped residential development through the Development Agreement process.</p>
<p>b) The location of any structure within a development;</p>	<p>Regulated through the Development Agreement process and comply with the setbacks within the LUB, generally conforming to the site plan.</p>
<p>c) The percentage of land that may be built upon and the size of yards, courts or other open spaces;</p>	<p>Regulated by Development Agreement.</p>
<p>d) The maximum density of the population within the development;</p>	<p>The proposal includes approximately 27 residential units and 1 community office space on a 2.59-acre property.</p>

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e) The architectural design or external appearance of structure, in particular, its compatibility with adjacent structures;	N/A
f) The provision of services and utilities;	Municipal water, sanitary sewer, and stormwater services are available along Magee Drive. Downstream capacity will be confirmed before permitting. 6 inch water pipes must be installed along with a private fire hydrant.
g) Traffic generation, ingress to and egress from the site to abutting streets and parking;	Access is proposed from Magee Drive by a private driveway. Parking and site circulation are regulated through the Development Agreement (DA) process. A traffic report completed by Harbourside Transportation indicated no concern with the increase traffic generated by the proposal.
h) The landscaping or buffering of developments that may include fencing, walkways, and outdoor lighting;	Regulated by Development Agreement.
i) Alteration of land levels;	Regulated by Development Agreement.
j) Open storage;	Regulated by Development Agreement.
k) Public display of advertising;	Regulated by Development Agreement.
l) Integration of universal accessible design considerations for structure and site design and the provision of accessible parking spaces.	Accessible parking spots will be provided as required by the national building code.
m) Any other similar matter that may be addressed in a Land-Use By-law that Council feels is necessary, to ensure general compatibility of the use and structure with adjacent areas.	Regulated by Development Agreement.
MPS Policy IM17 - General Implementation and Administration In considering amendments to the zoning in the By-law or, entering into Development Agreements, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard for the following matters:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations;	The proposal maintains residential use within the Residential Designation and supports residential development within the Town.

(b) That the proposal is not premature or inappropriate by reason of:	
(i) the financial capability of the Town to absorb any costs relating to the development;	Potential impacts to the Town are sewer capacity issues and removal and applying of sewage and water easement.
(ii) the adequacy of sewer and groundwater to support the proposed density of development;	Downstream sewer capacity to be confirmed before development permit is issued.
(iii) the adequacy and proximity of school, recreation, and other community facilities;	The subject property on Magee Drive is located within Middleton and in proximity to a range of community facilities. Educational facilities in Middleton include Annapolis East Elementary School at 325 Marshall Street, which serves Pre-Primary to Grade 5, and Middleton Regional High School at 18 Gates Avenue, which serves Grades 6 to 12. A report of Annapolis west education centre family of schools in 2017 shows sufficient capacity of public schools.
(iv) the adequacy of road networks adjacent to, or leading to, the development;	Private driveway access to the site is proposed from Magee Drive. Public Works and a report done by Harbourside Transportation identified no traffic concerns.
(v) the potential for the contamination of water courses or the creation of erosion or sedimentation;	No known impacts, Stormwater management will be regulated through the Development Agreement (DA) process.
(vi) stored water capacity for fire protection;	No concerns
(vii) the potential for damage to or destruction of historical buildings and sites.	N/A
(c) That controls are contained in a Land Use By-Law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(i) type of use;	The proposed development is residential and is located within the Residential Designation.
(ii) emissions, including air and water pollutants and noise;	Stormwater management and lighting will be regulated through the Development Agreement (DA) process.
(iii) height, bulk, and lot coverage of the proposed building;	There is an increase to non permeable surface proposed on the Subject Property.

	Stormwater management will be regulated by DA
(iv) traffic generation, access to and egress from the site, and parking;	Access to the development is proposed from Magee Drive. Public Works reviewed the proposal and identified no concerns.
(v) open storage;	To be regulated by the DA
(vi) signs;	To be regulated by the DA
(vii) similar matters of planning concern.	To be regulated by the DA
(d) Suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps or bogs , and proximity of highway ramps, railway rights-of-way, and other nuisance factors.	The Subject Property is serviced by municipal infrastructure. A geotechnical report identified the area can not accommodate high density dwellings in a single building, presenting the grouped dwelling approach.
(e) Provision is made for buffering, landscaping, screening, and access control, to reduce potential incompatibility with adjacent land uses and traffic.	Site plan includes buffering from adjacent residential properties. The plan also shows the required distances as set out for the Residential zone in the Land Use By-law. Tress will be planted on the south and west part of the site. Buffering will be regulated and ensured by DA.

This Development Agreement made this _____ day of _____, A.D., 2026

Between:

Town of Middleton, a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town",

OF THE FIRST PART

-and-

ANNAPOLIS COUNTY HOUSING ASSOCIATION in Middleton, Nova Scotia, and hereinafter called the "Developer",

OF THE SECOND PART

WHEREAS the Developer is the Owner of certain lands known as Lot 4A-D Magee Drive (PID 05302047) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for a 28 unit grouped dwelling development, consisting of a mix of single, two-, and three-bedroom units and a community office space.

AND WHEREAS Policy R9 of the Town of Middleton Municipal Planning Strategy requires that a grouped dwelling development with seven (7) or more units only be permitted by Development Agreement.

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date and approved by a majority vote of the Town Council on Insert Date pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

Part 1: General Requirements and Administration

1.1 Applicability of Agreement

1.1.1 The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

1.2 Applicability of Other By-laws, Statutes and Regulations

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to the sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.3 Conflict

1.3.1 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4 Costs, Expenses, Liabilities and Obligations

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

1.5 Provisions Severable

1.5.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

1.6 Property

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

Part 2: Definitions

2.1.1 All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

2.2 When interpreting this agreement, the following words are defined as follows:

- a) *Land Use Bylaw* means the Town of Middleton Land Use By-law adopted by Council on November 15, 2018, as amended from time to time.
- b) *Municipal Planning Strategy* means the Town of Middleton Municipal Planning Strategy adopted by Town Council on November 15, 2018, as amended from time to time.
- c) *Driveway flare* means the portion of a driveway access that widens at its intersection with a public or private street to facilitate vehicle turning movements and improve ingress and egress.
- d) Private Hydrant means a fire hydrant that is owned and installed by the property owner, but that meets all applicable municipal, provincial and national standards.

Part 3: Use of Property, Subdivision and Development Provisions

3.1 Schedules

3.1.1 The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property
- b) Schedule B: Site Plan

3.2 Requirements Prior to approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Submission of a site plan that generally complies with the Site Plan in Schedule B and this Agreement. The site plan shall include the location of lighting standards, stormwater retention, parking, and all landscaping features.

- b) A Stormwater management plan and connections to existing stormwater service on Magee Drive that is acceptable to the Town Engineer.
- c) An engineers letter confirming that adequate downstream sewer capacity is available.
- d) Release of the existing easement #3681 and a new sewer easement to accommodate the new sewer servicing and as shown on the Site Plan in Appendix B. The Developer is responsible for communicating with the adjacent property owner and all costs associated with moving the easement and reconnection of services to other parties using the easement.
- e) Confirmation of the location of the Private Fire hydrant on the Property

3.3 General Description of Land Use

3.3.1 The following uses are permitted on the Property subject to the requirements of the LUB, unless otherwise varied by this Agreement:

- Twenty-seven (27) grouped dwelling units
- One (1) community office/boardroom space
- The Subject Property shall be used for grouped residential dwelling units and have minimum separation distances between dwelling units of no less than the required fire separation distances established by the National Building Code.
- Roof mounted solar panels

3.3.2 Stormwater Retention

The Developer shall incorporate on-site stormwater retention measures to manage runoff generated from the development. Stormwater management infrastructure shall be designed to retain and control post-development runoff prior to discharge to the municipal stormwater system, to the satisfaction of the Town Engineer.

3.3.3 Office Use

An Office use is permitted in the building labelled as “office space” on the Site Plan, as shown in Appendix B, and shall comply with the following:

- a) The Office use shall not exceed 950 square feet and
- b) Shall be for office space to support the Development and no commercial uses are permitted.

3.3.4 Landscaping

- a) The Developer shall install and maintain a landscaped buffer along the Property boundaries as generally illustrated on the approved Site Plan. Landscaping may include trees, shrubs, and other vegetative planting.
- b) A landscaping plan shall be required at the time of permitting.
- c) New tree saplings must be a minimum height of 2 meters (6.5 feet) at the time of planting.
- d) Trees within the landscaped buffer shall be maintained. If a tree is removed for safety, or is dead, it shall be replaced with deciduous trees of a minimum height that is 2 meters (6.5 feet) in height at the time of planting.

3.3.5 Fencing

- a) A fence shall be installed along the north side property line of the “community green space and walking path”.
- b) Fencing shall be a minimum of 6 feet in height with wooden opaque boards.

3.3.6 Lighting

- a) Exterior lighting shall be directed downward and away from adjacent properties.

3.3.7 Parking

- a) There shall be a minimum of 36 parking spaces, 3 of which shall be painted as accessible.

3.3.8 Accessory Structure

- a) Accessory Structures shall not exceed 52 square feet.

3.3.9 Maintenance

- a) The Developer shall be responsible to maintain the Property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the Property is maintained in a safe and clean condition.
- b) The landscaped buffer shall be maintained in a healthy condition. Any dead or damaged plantings shall be replaced in the next growing season.
- c) All common areas within the development, including community green space, pedestrian pathways, landscaping, and amenity spaces, shall be maintained by the Developer.
- d) All internal driveways, parking areas, and circulation routes shall remain private and shall be maintained by the Developer.

Part 4: Phasing

- 4.1 The Development may occur in phases. All landscaping and the walking trail, as generally shown on the Site plan in Appendix B, shall be completed before final occupancy permits are issued.
- 4.2 If the development is phased, the Development Officer shall approve the phasing plan subject to the following:
- a) Walkways and internal driveways associated with individual units shall be completed before occupancy.
 - b) Stormwater detention pond, if required by the final Storm Water Management Plan, shall be constructed before the development permit for the 16th unit is issued.
 - c) If the Private Hydrant is not installed at the time of permitting of the Phase being approved, approval of the Fire Department that there is adequate ability to respond to fire in the proposed phases.

Part 5: Streets and Municipal Services

5.1 Off-Site Disturbance

- 5.1.1 Any disturbance to existing off-site infrastructure resulting from the Development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town's Engineer or Director of Public Works.

5.2 Private Hydrant

- 5.2.1 The Developer shall install a Private Hydrant to municipal standards in a location approved by the Development Officer. The Private Hydrant be in the general location between units 7 and 8 as shown on the Site Plan in Appendix B.
- 5.2.2 The Town agrees to maintain the Private Hydrant.
- 5.2.3 The Developer shall provide an access easement to the Town to provide unfettered access to the Private Hydrant and the waterline to the Private Hydrant.

5.3 Water Lines

- 5.3.1 The water lines that connect the Development shall be a minimum of 6 inches in size. The development officer, upon advice of the municipal engineer, may consider a reduction of size in the water lines

5.4 Driveway Access and Internal Circulation

- 5.4.1 The Driveway Flare from Magee Drive shall be no less than 7 meters wide.

- 5.4.2 The turn around location near the area identified as “Community Green Space and Walking Path” on the Site Plan in schedule B shall be a minimum of 50 feet wide.
- 5.4.3 The driveway between Magee Drive and the area identified as “Community Green Space and Walking Path” on the Site Plan in schedule B shall be paved or be covered by a hard surface material that is acceptable to the Town

Part 6: Amendments

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended through decision of the development officer.
- a) Changes to landscaping and buffering requirements
 - b) Changes to the Timing and Completion provisions in section 6.3 and 6.4 of this Agreement.
 - c) Changes to the total number of grouped dwellings as long as there is no increase in the total number of units and that no grouped dwelling has more than 4 units per building.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

Part 7: Registration, Effect of Conveyances and Discharge

7.1 Registration

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office for the County of Annapolis, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Property has not commenced within 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry

Office, as indicated herein, the Property shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean issuance of a Development Permit.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean issuance of a all occupancy permits, completion of landscaping requirements and internal circulation requirements and any other required elements of this Agreement.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

Part 8: Enforcement and Rights and Remedies on Default

8.1 Enforcement

8.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy two hours of receiving such a request.

8.2 Failure to Comply

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:
- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
 - c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
 - d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

Part 9: Expenses

- 9.1.1 In addition to the costs to be paid pursuant to section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 7 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. 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 shall be treated as an expense.
- 9.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

Part 10: 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 Middleton
131 Commercial Street
Middleton, NS
B0S 1P0
Attention: Chief Administrative Officer

And if to the Developer to:

Annapolis County Housing Association
1488 Ashlee Drive
Coldbrook, NS
B4R 1A1
Attention: Heather McCormick

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors, and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

Developer

Witness

Heather McCormick, Director

Witness

Other Signing Authority?

Town of Middleton

Witness

Mayor

Witness

CAO/Clerk

Schedule “A”, - Property Description

Registration County: ANNAPOLIS COUNTY

Street/Place Name: MAGEE DRIVE /MIDDLETON

Title of Plan: PLAN OF S/D & CONSOLIDATION OF LOTS A & 4A-D LANDS OF DEPT OF MUNICIPAL AFFAIRS & HOUSING MAIN ST & MAGEE DR MIDDLETON

Designation of Parcel on Plan: LOT 4A-D

Registration Number of Plan: 125840729

Registration Date of Plan: 2025-05-16 15:26:39

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

Compliance:

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

Registration District: ANNAPOLIS COUNTY

Registration Year: 2025

Plan or Document Number: 125840729

Schedule "B", - Site Plan

- SETBACK A = 9'-10 1/8" (3m)
- SETBACK B = 34'-9 3/8" (10.6m)
- SETBACK C = 9'-10 1/8" (3m)
- SETBACK D = 34'-9 3/8" (10.6m)
- SETBACK E = 9'-10 1/8" (3m)
- SETBACK F = 26'-3" (8m)
- SETBACK G = 9'-10 1/8" (3m)
- SETBACK H = 26'-3" (8m)

LOT STATISTICS

LOT CALCULATIONS - PID 05302047

- 112 993sqft LOT
- 154'-9" OF FRONTAGE ON MAGEE DRIVE
- 8m FRONT YARD SETBACK
- 3m SIDE YARD SETBACK
- 10m REAR YARD SETBACK

HARD SURFACE CALCULATIONS

- BUILDING FOOTPRINT - 15 725sqft 14%
- ASPHALT PARKING/ DRIVEWAY - 23 100sqft 20%
- TOTAL LOT COVERAGE - 38 825sqft 34%

GREEN SPACE CALCULATION

- TOTAL GREEN SPACE - 72 168sqft 66%

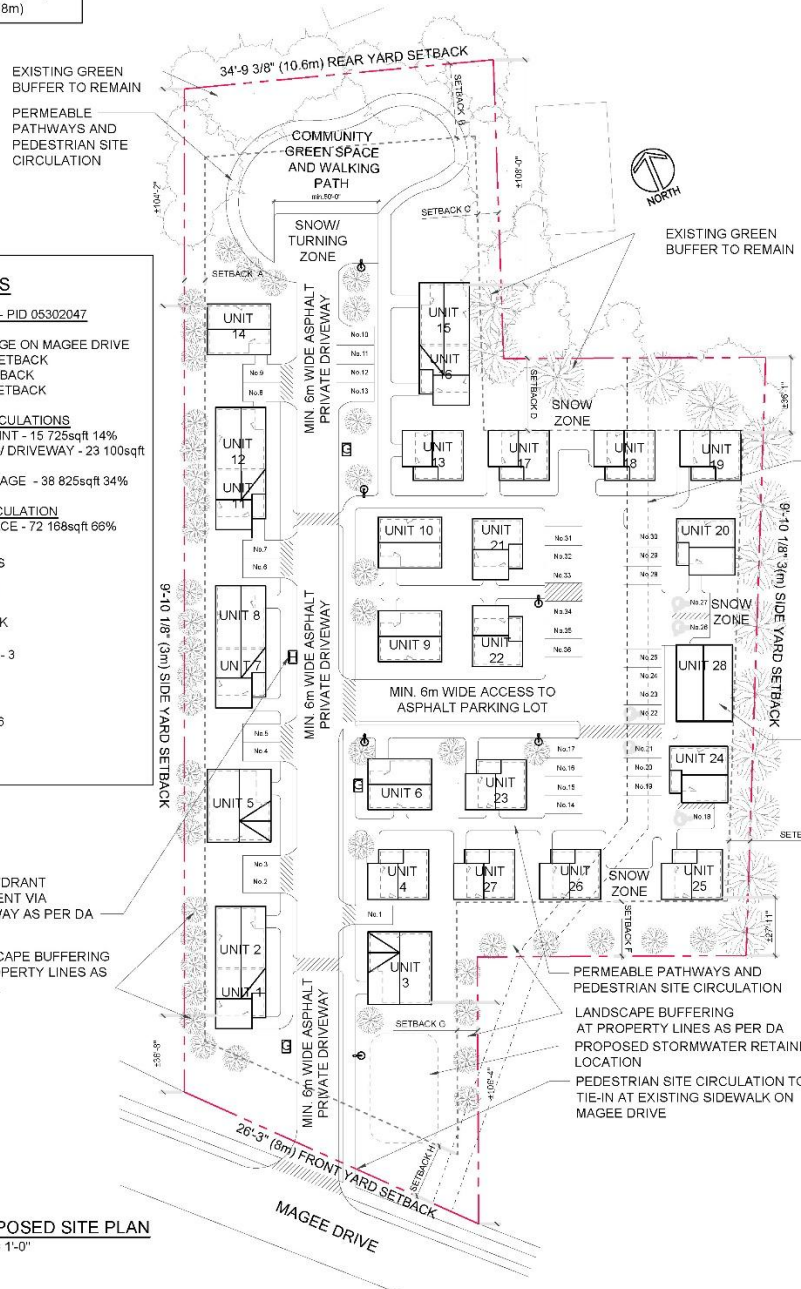
PARKING

- 36 PARKING STALLS

PROPERTY LINE

PROPERTY SETBACK

- GARBAGE STATION - 3
- FIRE HYDRANT - 1
- LIGHT STANDARD - 6
- CROSSWALK



PROPOSED SITE PLAN
1/32" = 1'-0"

GROUPED DWELLING
RESIDENTIAL
DEVELOPMENT

PI05302047
MAGEE ST, MIDDLETON
NOVA SCOTIA

EK2 Match Design
147 Middle St., Annapolis, MD 21403
TEL: 410-293-1100 FAX: 410-293-1102

PROPOSED
ISSUED FOR APPLICATION

- NOTES**
- 1. OWNER AND DESIGNER TO VERIFY ALL PERMITS.
 - 2. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 3. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 4. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 5. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 6. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 7. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 8. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 9. ALL UTILITIES TO BE DEPTH VERIFIED.
 - 10. ALL UTILITIES TO BE DEPTH VERIFIED.

DATE: 05/11/2023
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

EXISTING GREEN BUFFER TO REMAIN

EXISTING SANITARY EASEMENT SERVICES TO BE RECONNECTED TO SITE SERVICES

AMENITY SPACE AND OFFICE

PERMEABLE PATHWAYS AND PEDESTRIAN SITE CIRCULATION

LANDSCAPE BUFFERING AT PROPERTY LINES AS PER DA

PROPOSED STORMWATER RETAINING LOCATION

PEDESTRIAN SITE CIRCULATION TO TIE-IN AT EXISTING SIDEWALK ON MAGEE DRIVE

EXISTING GREEN BUFFER TO REMAIN

EXISTING GREEN BUFFER TO REMAIN

MIDDLETON NS
ACHA
GROUPED DWELLING
DEVELOPMENT

AX

A Public Information Meeting (PIM) of the Planning Advisory Committee (PAC) was held in person on Thursday, February 19, 2026, starting at 3:00pm.

PRESENT

Chairing the meeting: Howard Selig; Councillors Dan Smith and John Bartlett; Citizens-at-large, Hilary Campbell, and Margaret Jerke, Planner Chrystal Fuller, Development Officer Ethan Oderkirk, Director of Public Works, Adam Verran, CAO Ashley Crocker; and Recording Secretary/Planning Services Coordinator, Sara Marceau.

Regrets: Councillor Jonathan Archibald

Also in attendance: 26 attendees

1. CALL TO ORDER

CAO Crocker called the meeting to order at 3:04pm.

2. ACTION/DISCUSSION ITEMS

2.1. MPS/LUB Amendment for 18 King Street

Development Officer Ethan Oderkirk went over the staff report for 18 King Street.

Gerry Bezanson, 13 King Street

- What will the property taxes be?
 - Planner Fuller stated that it would be up to Property Valuation Services Corporation (PVSC) to determine any updated assessed value for the property.

Lloyd Lombard, 45 Connaught Avenue

- Has Council considered the impact on taxes, such as sewer and water?
 - Planner Fuller stated that considerations will include compatibility with the Town, as well as sewer, water, and overall financial impacts.

Shelly Specht, 16 King Street

- Lights are always turned on; however, lights are shining into their bedroom.
 - Alex Balcome stated that the lights for the new development will abut the residential area.
 - Planner Fuller stated that the lighting, hours of operation, and requirements are included in the Development Agreement (DA). The DA would not apply to the existing site; it applies only to the new site. The existing lights are a concern, as well as adding more.

Lloyd Lombard, 45 Connaught Avenue

- Expressed surprise that the Town does not have detailed information regarding the proposal and expansion. Noted that the commercial tax rate is higher; however, it is based on the assessed value.
 - Planner Fuller stated that it's the initial process and staff haven't done a full review.

Shelly Specht, 16 King Street

- There is currently a water issue related to when the existing property was built.
 - Alex Balcome stated that there are currently six catch basins on the property.
 - Planner Fuller stated that Alex Balcome can investigate the water issue on the existing property and follow up.

Shelly Specht, 16 King Street

- The fence would be approximately 6 feet tall. How close would it be to the property line?
 - Planner Fuller stated that the exact location is to be determined, but it must be on their side of the property line.

Lloyd Lombard, 45 Connaught Avenue

- Should install a fence that allows access without encroaching on the neighbor's property.
 - Planner Fuller stated that this involves bylaw considerations and would generally be treated as a civil matter.

Councillor Smith

- Asked whether the new lot would be used for employee parking or for existing sales parking.
 - Alex Balcome stated that the new lot would be designated for sales parking

Hal Cox, 25 George Street

- Will there be an increase in delivery trucks?
 - Planner Fuller stated that there would be no additional traffic and that vehicles would not turn onto King Street because of the new parking lot.

Craig Parsons, Parson's Investments

- How many additional truck spaces are there?
 - Planner Fuller stated there would be 17 additional parking spaces.

2.2. MPS/LUB Amendment for Magee Drive

Development Officer Ethan Oderkirk went over the staff report for a cluster development on Magee Drive.

Lloyd Lombard, 45 Connaught Avenue

- Are these on slab?
 - Erin Dagley from EKD Match Design confirmed that these homes will be built on a slab.

Brian Harvey, 82 Magee Drive

- How does this plan fit together and will there be another public meeting?
 - Heather McCormick from Annapolis County Housing Association stated that the development is fully integrated, accommodating young families and seniors. Based on the data collected, there is a diversity of ages, and it will likely be a mixed community.
 - Planner Fuller stated that the town does not regulate tenancy; the tenant mix will be determined by the organization, and there will be another public meeting before it is brought forward to Council.

Doris Blood, 234 Main Street

- How much space is there between the green space and her property, and will a fence be installed?
 - Planner Fuller stated that the green space will directly abut her property, and since the planning is still in the early stages, details are unclear.

Chris Dowell, 250 Main Street

- Will these units be rented or owned? Are there similar developments elsewhere in the province, and how are they functioning?
 - Heather McCormick stated that the units will be rented. She noted that, at the provincial level, there are new developments in Amherst, and most are rental. This is the first housing development of its kind in Nova Scotia in a rural type setting.
 - Heather added that the necessary structures and supports are already in place.

Craig Parsons, Parson's Investments

- How does a not-for-profit operate, and what happens if the funding runs out?
 - Heather McCormick from the Annapolis Valley Housing Association stated none of us are paid; all work as volunteers. We are partnering with an experienced developer, who will eventually hand the project over to a Housing Association.

Chris Dowell, 250 Main Street

- Does a non-profit have a different tax rate?
 - CAO Crocker stated that a non-profit might be eligible for a tax exemption, but this would require further review.

Tara Webb

- Pointed out that it's important to recognize the value of this project as community infrastructure, benefiting employees, volunteers, and people with disabilities - a real bonus to the community.

Brian Harvey, 82 Magee Drive

- Have they determined the point of entry for construction on Magee?
 - Planner Fuller stated not yet, but construction will take place.

Councillor Bartlett

- Asked if this is part of the 514 units the province announced?
 - Heather McCormick, Annapolis County Housing Association: No.
 - CAO Crocker stated that this development comes from the Provincial Opportunity Notices (PONs), which is separate.

Lloyd Lombard, 42 Connaught Avenue

- Commented that everyone should be aware of radon in this area.

2.3. Presentation – Annapolis County Housing Association

The Annapolis County Housing Association gave a brief presentation on the cluster development for Magee Drive.

3. ADJOURNMENT

260219.01: It was moved and seconded to adjourn the meeting at 4:27pm. **Motion carried.**

CHAIR

RECORDING SECRETARY