



WEST HANTS REGIONAL MUNICIPALITY
Regular Meeting of Council Agenda
June 22, 2021 - 6:00 p.m.
Sanford Council Chambers, 76 Morison Dr, Windsor, NS
Agenda is subject to changes up to and including during the meeting

1. Call to Order
2. Attendance
3. Announcements
4. Approval of the Agenda, including additions or deletions
 - a) Dashboard – Action Items
5. Declaration of Conflict of Interest
6. Approval of Previous Meeting Minutes
 - a) 2021-05-20 Special Council Meeting minutes
 - b) 2021-05-25 Council Meeting minutes
 - c) 2021-05-25 Public Hearing minutes (Meadows Development (closing))
 - d) 2021-05-25 Public Hearing minutes (Mobile Homes in Three Mile Plains (closing))
 - e) 2021-06-08 Special Council Meeting minutes
 - f) 2021-06-15 Special Council Meeting minutes
7. Presentations
 - a) Natural Forces, Proposed Benjamins Mill Wind Project - Kathleen Funke, Communications and Government Relations Manager and Meg Morris, Development Manager
8. Unfinished Business/Postponed Motions
 - a) Former Textile Mill Dangerous or Unsightly Update (standing item)
9. Public Hearings
 - a) Hantsport, MPS and LUB Text Amendment, Secondary Suites - Public Hearing (opening)
 - b) West Hants, WHMPS and LUB Text Amendment, Secondary Suites – Public Hearing (opening)
 - c) Windsor, WMPS and LUB Text Amendment, Secondary Suites – Public Hearing (opening)
10. Second Readings for the Public Hearing Matters in Agenda Matter #9 - None
11. Mayor's Information Report
12. Committees of Council Recommendations
 - a) Committee of the Whole Excerpts – June 08, 2021
 - i. 2021 Provincial Funding Applications

- ii. Glooscap First Nation and WHRM Council Meeting
 - iii. Hantsport Fire Station Build Tender Award
 - iv. Mobile Canteen Vending By-law RV-001 First Reading
 - v. Scada Migration /Upgrades
 - vi. Sidewalk Café Policy
- b) Planning / Heritage Advisory Committee – June 10, 2021
 - i. 233 Gray Street (PID #45354065) Development Agreement – First Reading
 - ii. 101 Three Mile Plains Cross Road (PID #45197456) Development Agreement – First Reading
 - iii. 20 Empire Lane (PID #45055746) Development Agreement – First Reading
- c) Audit Committee Excerpt – May 26, 2021
 - i. Use of former Municipality of West Hants 2019/20 Operating Surplus Funds
- 13. Councillor Municipal Activity Reports – Verbal Committee Updates
- 14. Correspondence
 - a) Information
 - i) Avon River Causeway/Hwy 101 Twinning Project Correspondence Log
 - 1) Current Avon Causeway correspondence received as of June 15, 2021
 - ii) FCM (June 9, 2021) – Congratulations re. Partners for Climate Change
 - iii) Kody Blois, M.P. (May 10, 2021) – Budget 2021 Details
 - iv) Minister Agriculture to Mr. Bekkers (May 28, 2021)- No more verbal requests; must have direct written Ministerial Order of Operation re. Avon Causeway Aboiteau Gate System
 - v) Minister of Environment and Climate Change (June 8, 2021)- 60-day public engagement launch on creating goals under Sustainable Development Goals Act
 - vi) NS Power (June 15, 2021) – Spring Disconnections Letter
 - b) Requests - None
- 15. New Business
 - a) Request to Meet with Avon Causeway Gate Stakeholders - Request for Decision Report
- 16. In-Camera
 - a) Land Matter (as per MGA S. 22(2)(a))
- 17. Next Meeting Date / Adjournment

M - Motion
D - Direction/Discussion

West Hants Regional Municipality
Dashboard (Action List)
June 16, 2021

Green - Complete
Yellow - In-progress
Red - Not started

<u>Matter</u>	<u>Meeting</u>	<u>M/D</u>	<u>Start Date</u>	<u>Deadline / Update</u>	<u>Status</u>	<u>Resp.</u>
Internet Access Business Plan - CAO to initiate process for dev of a business plan to present to Council (may req. consultation with market/industry experts for the delivery of high-speed internet access for WHRM residents. (Cross-ref with 2020-09-08 COTW direction)	Council	M	2020-04-28 (M) 2020-09-08 (D)	As per 2021-02-09 COTW; revisit in 6 mths		CAO
Sewer Billing Review - Staff explore what the sewer rates would be if sewer util. fees were put back on the taxes. (Tabled until after budget) (Also at 2020-04-14 COTW mtg)	COTW	M	2020-05-12			CAO/Fin
Asset Mgmt (Strategic Sustainability) - Strategic Sustainability Plan is needed	COTW	D	2020-05-12	On-going until approx. Oct. 2022		PW
Avon River Causeway (Aboiteau/Hwy. 101 Twinning) - CAO to initiate process for financial evaluation which may include feasibility study on potential economic opportunities that exist with each of the causeway/aboiteau options being considered with Hwy. 101 twinning proj. (Table motion until after Community Liaison Committee (CLC) meets)	COTW	M	2020-05-12			CAO
Branding for Region - proceed with Branding project	Council	M	2020-05-26	2021-07		CAO
PID 45245578 and portions of 45182797, 45245560, 45245552, 45184025, and 45182904 (Cogmagun Lands) - purchase as per Letter of Offer presented at 2020-06-09 COTW in-camera	Council	M	2020-06-23			CAO

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James Salter (Funding Req) - Resurrection of wooden statue. Staff to meet with Mr. Salter re proposed project cost(s) and meet with Hantsport Fire Dept. to discuss potential preservation options & report back.	Council	M	2020-09-22	2021-05 (Mr. Salter has advised this isn't immediate)		CAO
Pedestrian Signage and Barriers - Have consistent and align with Branding outcomes. Staff prepare report for 2021/22 Capital & Operating budgets. (These items should be incorporated into our growth centres). Staff report back.	Council	M	2020-09-22	Align with Branding outcomes 2021-07		PW/Comm. Dev
Diversity & Inclusion Committee (from Meeting & Committee Procedural Policy Amendments) - Advertise for Committee members and mobilize the committee	COTW	M	2020-10-13	2021-05 (also with Rad Consulting Engagement Sessions)		CAO
Burning Permit/Outdoor Fires - Staff review existing Fire-related by-laws	COTW	D	2020-11-10	2021-06		CAO/Fire Chiefs
In-Camera - (b)MGA 22(2)(a) Acquisition, Sale, Lease and Security of Municipal Property – Land Sale - Proceed with next steps/presentation						
(2021-02-23 Item 16(c)) - Expend funds for property evaluation on Mun-owned properties	COTW Council	D M	2020-11-10 2021-02-23	2021-01 2021-06		CAO
Service Contracts (discussed under Item 15(a)) - That staff forward a list (provide access) of all service contracts to Council so Council is aware and can look for potential cost-savings	Council	M	2021-01-26 2021-05-25	2021-07		CAO

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Corres (NS Firefighters Benevolent Fund) - Review if capacity during budget meetings	COTW	D	2021-03-09	2021-06 Budget Mtgs		Fin
Water Information - Staff report back to Council on cost to produce water bill bi-monthly	COTW	D	2021-03-09	2021-06		Fin
Panuke Rd Event - Event to be arranged by Mayor	COTW	D	2021-03-09	2021-06		Mayor
Noise By-law - Staff revise by-law (Peace and Good Order)	Council	M	2021-03-23	2021-07		Planning/ CAO
Cheverie Land Exchange - Agree	Council	M	2021-03-23	2021-05		CAO
Sewer Billing - Staff prepare education material for utility users	Council	D	2021-03-23	2021-06		CAO/Fin
Dangerous or Unsightly (old Textile Mill) - Staff to follow-up with property owners re. insurance. Owners granted a couple of months to address issues.	COTW	D	2021-04-13	2021-07		CAO
Newport Station Food Hub Paving Driveway & Lease - Staff review if existing lease pertains to Newport Station Food Hub or previous owners. Establish new lease if need be.	COTW	D	2021-05-11	2021-07		CAO
Newport Station Food Hub Paving Driveway & Lease - Staff get estimates to pave driveway before budget deliberations	COTW	D	2021-05-11	2021-07		CAO/PW
65 Fort Edward St Properties - Deem surplus and list for sale	Council	M	2021-05-05	2021-06		CAO
Avon River Causeway Aboiteau Gates - Staff to get clarity from DFO/Dept. Agr if the gates opening is for 10 minutes or a minimum of 10 minutes.	Council	D	2021-05-25	2021-06		CAO
Dog Park - Staff review historical information related to dog park feasibility	COTW	D	2021-06-08	2021-08		Comm. Dev
Rural internet - Staff look into Walker Rd status	COTW	D	2021-06-08	2021-07		CAO

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Regional Caucus - Clr Murley to present information on possibilities	COTW	D	2021-06-08	2021-06-22		Murley
Glooscap First Nation & WHRM Council Meeting - Send formal invite for a meeting	COTW	M	2021-06-08	2021-06-22		Mayor



WEST HANTS REGIONAL MUNICIPALITY Presenter/Presentation Overview

Date: June 8, 2021 Committee of the Whole Meeting

Name of Presenters & Organization:

Kathleen Funke, Communications and Government Relations Manager
Meg Morris, Development Manager
Natural Forces

Presentation Outline/Summary (Matter):

This presentation gives an outline of Natural Forces, an independent power producer from Halifax, as well as our proposed 50-100MW wind project in the Benjamins Mill area.

Request of WHRM Council:

None- information only (though we are looking for recommendations of community members/stakeholders to meet with).

*Thank you for providing this information & a full copy of your presentation one full week
BEFORE the date you are scheduled to present to West Hants Regional Council to
sthornton@westhants.ca !*



Proposed Benjamins Mill Wind Project

June 22nd, 2021

Meg Morris, Kathleen Funke



Who we are

- Private Independent Power Producer (IPP) based in Halifax, NS, with teams in New Brunswick, New York and Ireland
- Active in the renewable energy sector since 2001
- Wind, solar, storage and hydro projects in development throughout Canada, Ireland and New York state
- Partnerships with First Nations, universities, corporations and CEDCs
- Develop, finance, construct, operate and own projects



A dedicated team with proven results

Over the last 20 years our team has delivered renewable energy projects on time and on budget, focused in partnership with First Nations communities, universities, and other community entities.

- Over 300MW of operational wind, solar, hydro and storage facilities
- Thousands of MW of assets in early, mid and late stage development across Canada, USA, and Ireland





Our projects

- Atlantic Canada: 225MW, 7 community wind projects, 3 with First Nations. 42MW project under development with Saint John Energy.
- Western Canada: 2x15MW projects with First Nations. 10MW solar under construction with First Nation.
- Remote Communities : Nain - 18MW wind/storage, Mary's Harbour - 189kW solar with 669kWh battery storage and 240kW hydro-electric.

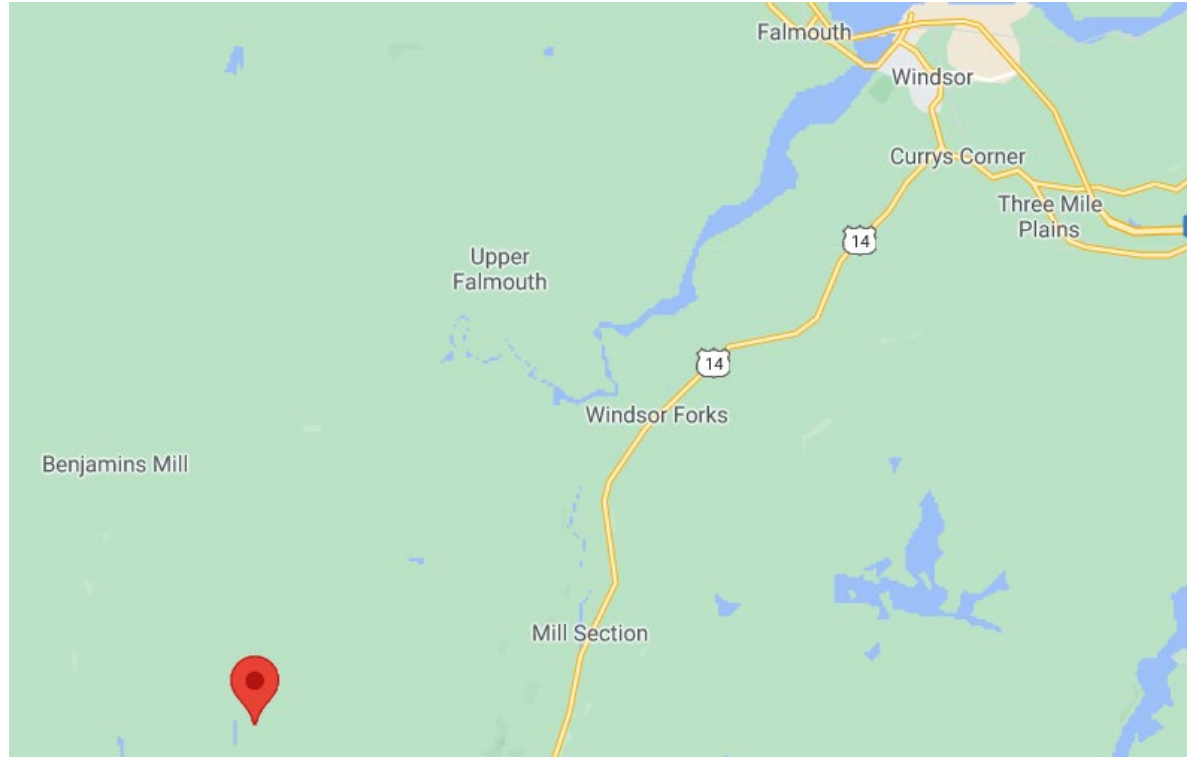


The Proposed Project

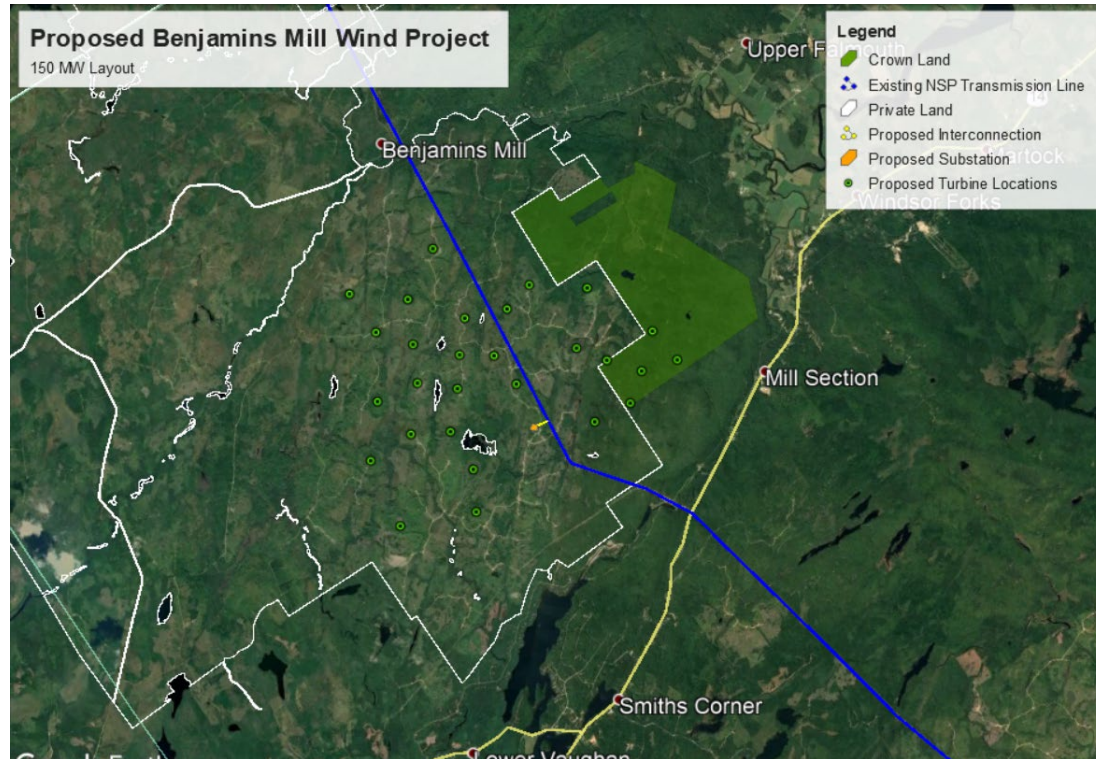
- Project partner: Wskijnu'k Mtmo'taqnuow Agency ("WMA")
- 50-150MW project
- 10-28 turbines
- 4-5 MW turbines
- Mix of Crown and private lands
- Construction start anticipated in 2022
- Commissioning anticipated in 2023-2024
- Closest residential structure is 15KM from site



Project location



Project layout



Development work to date

- Private land secured
- Submission made to Province for Crown Land lease application
- Meteorological mast and sodar installed on site to measure wind resource
- Preliminary turbine manufacturer feasibility studies completed
- NS Power feasibility study ongoing
- Environmental studies began in March 2021



Local benefits



Property taxes

- 50MW project - estimated avg of \$288,00 / year over 30 years
- 150MW project - estimated avg of \$850,000 / year over 30 years

Employment for 150MW project*

- Development phase - estimated 10 positions for various environmental surveys and works
- Construction phase - estimated 140 positions
- Operation phase - estimated 3 -5 positions

**In addition to potential local hospitality benefits*



Consultation

- Meet with Chuck Porter, MLA
- Information supplied to chamber of commerce
- Outreach to Snowmobilers Association of NS
- Proposed open house in community - late July
- Conversations with local community members



Natural
Forces

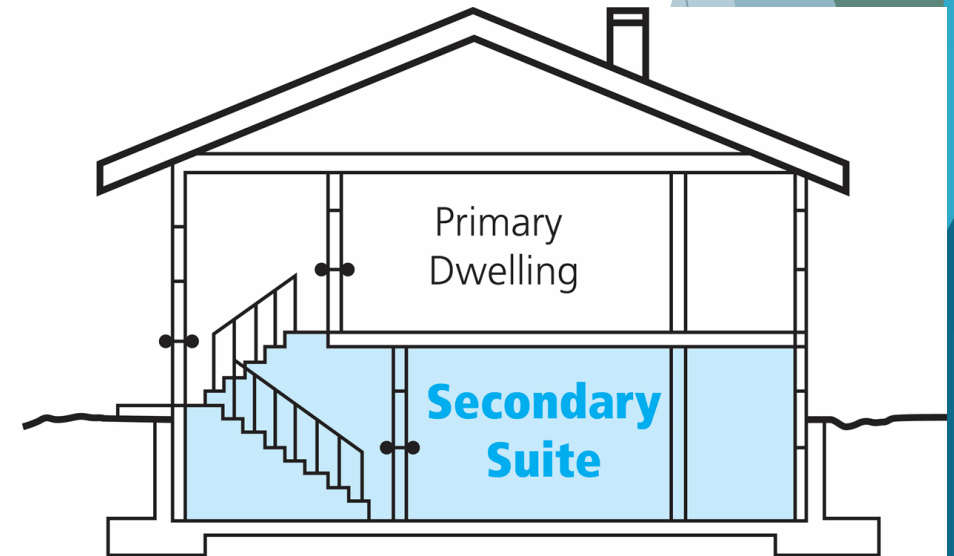
Questions



**Secondary Suites
West Hants, Windsor and Hantsport
Municipal Planning Strategy and Land Use
By-law Amendments
Public Hearing Opening June 22, 2021**

Application

- ▶ application to permit “secondary suites” in single and two-unit dwellings & align the definition with the National Building Code (NBC) definition was completed in January
- ▶ NBC: *Secondary Suite: a self-contained dwelling unit with a limited floor area which is contained within a house or another building which contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.*
- ▶ size limited to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²).



Amendment Considerations

- ▶ Provincial Support
- ▶ Municipal Support
- ▶ Review: Nearby Municipal Units
- ▶ Lot Coverage
- ▶ Floor Area
- ▶ Zones
- ▶ Restrictions on Appearance of the Main Dwelling Unit
- ▶ Parking Requirements
- ▶ Number of Secondary Suites per Lot

Provincial Support

Statement of Provincial Interest regarding housing

- ▶ requires municipalities to have specific policies about housing
- ▶ Provincial goal: provide housing opportunities to meet the needs of all Nova Scotians
- ▶ achieved by policies that address affordable housing, special-needs housing and rental accommodations
- ▶ Province requires Municipalities to consider permitting higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types
- ▶ secondary suites can reflect this Provincial intention & be part of the solution by providing an affordable housing option that does not appear to increase density

Municipal Support

West Hants

MPS 4.11
accessory
apartments
permitted

LUB to regulate
size, location and
appearance

Windsor

MPS 5.1
accessory
apartments
permitted

LUB to regulate size,
location and
appearance

Hantsport

MPS no policy

2018 amendment: convert any 1 or 2 unit dwelling existing May 1, 2018 to the maximum number of units permitted in the Two Unit Residential (R-2) or Multiple Unit Residential (R-3) Zone provided all units are contained within the existing residential building

RAD Report:

- includes all of WHRM
- February 23, 2021 Council approved in principle all recommendations
- recommendation #12 encourages Council to address affordable housing by considering options such as secondary suites

Review: Nearby Municipal Units

- ▶ neighbouring municipalities with recently updated requirements for secondary suites

HRM 2020 amendments:

- ▶ secondary suites accessory to 1 & 2 unit dwellings & town houses
- ▶ maximum floor area aligns with NBC
- ▶ no additional parking required
- ▶ back yard suites in an accessory building also approved

Review: Nearby Municipal Units

East Hants 2016

- ▶ allows 3 categories of accessory units: garage suites, garden suites, and secondary suites
- ▶ in several residential zones accessory to single unit dwellings
- ▶ definition and requirements align with NBC
- ▶ requirements similar to existing and proposed requirements in WHRM

Review: Nearby Municipal Units

Wolfville 2020

- ▶ secondary suites attached to & detached from the dwelling permitted in a wide variety of residential and commercial zones (except Low Density Residential Restricted (R1) zone)
- ▶ no definition: staff consider them a form of 2-unit dwelling

▶ Kings County 2019

- ▶ secondary suites permitted in single unit dwellings; entrance at side or rear of dwelling; exterior compatible with neighbourhood
- ▶ definition aligns with NBC

Lot Coverage

Amendment being Considered: remove maximum lot coverage restriction

- ▶ definition in all LUBs: *the percentage of the lot that is covered by buildings, also known as the building footprint; maximum lot coverage means the largest allowable area that can be covered by any building or buildings on a lot.*
- ▶ maximum lot coverage may prevent property owners with smaller lots from constructing secondary suites
- ▶ NBC requirements and LUB yard requirements will still apply & ensure development is safe and compatible with the neighbourhood

Secondary Suite Floor Area

Amendment being Considered: : align with NBC:

maximum of 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

Zones

Amendment being Considered: permit secondary suites in 1 & 2 unit dwellings in any zone

- ▶ appropriate for residential zones
- ▶ many dwellings exist outside residential zones: (permitted now or built prior to land use regulation)

Existing & Proposed Requirements

Amendment being Considered: maintain existing requirements & extend requirements to Hantsport

- ▶ *suite must be within or attached to the dwelling unit*
- ▶ *roof line or height of existing dwelling cannot be changed except to accommodate dormers or if needed for public safety*
- ▶ *no new entrances allowed on the front of the dwelling unit for the suite*
- ▶ *additions for the suite must be at the rear of the dwelling*

Proposed Requirements

- ▶ would not prevent most owners from building a secondary suite but ensure dwellings with secondary suites remain visually compatible with low-density neighborhoods
- ▶ addition would not be apparent from the street except on a corner lot
- ▶ restrictions reflect Council's intentions in all 3 sets of planning documents
- ▶ restrictions don't prevent most secondary suites.

Parking Requirement

Item	West Hants	Windsor	Hantsport
Parking Space Required	Yes	Yes	Yes

Limit / Lot

Item	West Hants	Windsor	Hantsport
Limit/Lot	No	Yes	No

Public Information Meeting

- ▶ 3 virtual public information meetings were held April 22
- ▶ 2 individuals said their comments related to all the amendments; 1 submission related only to Windsor
- ▶ copies of the submissions and the PIM notes were sent to PAC/HAC members & read at PAC/HAC

Process

Staff Review

3 Public Information Meetings – April 22

PAC receives staff report and PIM Notes
PAC Review and Recommendation – May 13

Regional Council First Reading (May 25)

3 Public Hearings opened (June 22) and
adjourned to next meeting of Council

Council completes Public Hearings and holds
Second Reading (x 3) (July 27*)

Ministerial Approval

Notice of Approval in Local Paper

Notice in paper
June 8 & 15

*anticipated date:
final dates will be set
by Council

Comments and Questions

- ▶ comments and questions may be submitted by the public until **12:00 noon Monday July 19, 2021**
- ▶ all correspondence should be sent to Madelyn LeMay:

Phone 902-798-8391 ext. 114

Email mlemay@westhants.ca

Mail 76 Morison Drive, PO Box 3000
Windsor NS B0N 2T0

Drop box Regional Office at 76 Morison Drive



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: June 22, 2021

Subject: File # 20-30D: HMPS and LUB Text Amendment: Secondary Suites

LEGISLATIVE AUTHORITY

Municipal Government Act Section 210.

POSSIBLE MOTION

Following conclusion of the Public hearing on July 27, should Council wish to complete the proposed amendment, the following motion would be in order:

...that Council amend the **Hantsport** Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Attachment D of the Second Reading Report to Council dated June 22, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A Public Information Meeting was held on April 22, 2021 (Attachment A).

On May 13, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Attachment B).

Council held First Reading on May 25, 2021 (Attachment D).

NEXT STEPS



*anticipated dates; final dates will be set by Council

ATTACHMENTS

Attachment A	Public Information Meeting Notes – File 20-29 A
Attachment B	Staff Report Secondary Suites - File #20-29
Attachment C	First Reading Report – File # 20-29 B
Attachment D	Proposed Amendments

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, CAO

Attachment A

Public Information Meeting Notes

April 22, 2021- May 6, 2021

File 20-30A

Secondary Suites MPS and LUB Amendment Hantsport

Meeting date and time	A public information meeting was held on April 22, 2021 beginning at 6:30 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Councillor Morton Madelyn LeMay, Director, Planning and Development Saira Shah, Planner Sara Poirier, Planner As this meeting was held virtually there were no members of the public present.
Applicant Family Resource Centre	Ms. Shah outlined the request from the Family Resource Centre to amend all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code.
File Number	20-30A
Comments	Two (2) written comments were received from the public in support of the amendments. The first resident referred to the major housing crisis in the region and believe the proposed changes could alleviate some of the housing issues. They would like to see detached secondary suites in a future amendment. Another resident and Housing Support Worker (the applicant) felt this amendment would increase affordable housing options and make existing housing potentially more affordable for homeowners who would be able to rent the apartments to cover some of their mortgage costs.
Adjournment	The presentation portion of the PIM ended at 6:38 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. Shah until May 6, 2021.
Attachment A	Comments from public

Attachment A

(April 26, 2021 e-mail)

Hello,

I just wanted to add my comments to the public information hearing. I don't live in Windsor but my job requires me to find housing for folks in Windsor.

I would say there is a major housing crisis right now and the proposed changes would help alleviate some of that. I think the proposed changes are great and I hope they get passed.

I also hope that we can see them extend even further to include detached secondary dwellings.

Regards,

Kelly McGregor

May 4th, 2021 (via e-mail)

West Hants Regional Municipality

76 Morison Drive

PO Box 3000

Windsor NS B0N 2T0

To Whom It May Concern,

I am writing to express support to the by-law amendment to allow secondary suites to all single and two-unit residential dwellings in Windsor, Hantsport and West Hants.

I am a Housing Support Worker who lives and works in West Hants. The lack of affordable housing in this area is an ongoing issue that many of my clients are dealing with every day, which is why they need additional support from service providers such as myself and a housing locator, to help them find safe, affordable places to live.

A secondary suite, also known as a basement apartment, granny suite or in-law suite is defined by the Halifax Regional Municipality as a self-contained dwelling unit with a limited floor area which is located within a house or another building that contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.

According to the results of Canada Mortgage and Housing Corporation's Rental Market Survey conducted in October 2019, the Halifax CMA vacancy rate was 1% versus 1.6% in October 2018. (CMHC 2020). Allowing secondary suites more broadly is intended to support the creation of complete communities as well as meet affordable housing targets. (Halifax.ca).

If secondary suites are permitted, not only can it increase the amount of affordable housing opportunities within the West Hants Municipality, but they can also be used as a way that people who are struggling to afford their current place of residence. Having a secondary suite to rent out can give them extra cash flow to help make ends meet. In doing so, a small part can be played by increasing the vacancy rate and decreasing the number of people struggling with, who are at risk of or who are currently experiencing homelessness.

Sincerely,
Kayla Todd
Housing Support Worker
Family Resource Centre of West Hants

Attachment B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 13, 2021

Subject: File 20-30 Secondary Suites MPS and LUB Amendment **Hantsport**

1.0 LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

2.0 RECOMMENDATION

Should the Planning and Heritage Advisory Committee (PAC/HAC) wish to forward a positive recommendation, the following motion would be in order:

(I move) ... that Council give First Reading and hold a Public Hearing to consider amending the Hantsport Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Attachment A of the staff report to PAC/HAC dated May 13, 2021.

3.0 BACKGROUND

On December 11, 2020 the Family Resource Centre, a member of the West Hants Housing Coalition, applied for an amendment to all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the NBC. The application was complete January 26, 2021.

West Hants Regional Municipality has a separate Municipal Planning Strategy and Land Use By-law for each of Hantsport, Windsor and West Hants. The amendments for each set of documents must be considered separately. This

report will deal only with the Hantsport Municipal Planning Strategy (HMPS) and Hantsport Land Use By-Law (HLUB). There will be duplication of material within the three reports but this ensures that documentation for each separate amendment is complete.

WHRM staff categorized potential options to improve the amount of affordable housing as short, medium, and long-term depending on the amount of time required for any required changes. One of the short-term options was to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code (NBC) definition.

The NBC defines a secondary suite as “*a self-contained dwelling unit with a limited floor area which is contained within a house or another building which contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.*” The NBC also limits the size of a suite to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²), and includes requirements for ceiling height, smoke alarms, separation of units, ventilation, egress, and heating systems to ensure both the secondary and main suites are safe for occupancy.

The Hantsport Municipal Planning Strategy (HMPS) does not permit accessory apartments.

4.0 DISCUSSION

4.1 Provincial Support for Secondary Suites

All municipalities in Nova Scotia that have planning documents are required to have specific policies related to housing as there is a *Statement of Provincial Interest* regarding housing. The Provincial goal is to provide housing opportunities to meet the needs of all Nova Scotians. This is achieved by having policies that specifically address affordable housing, special-needs housing and rental accommodations. The Province requires the Municipality to consider permitting higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types. Part 4.0 of the HMPS addresses housing and residential uses.

Secondary suites can reflect this Provincial intention and be part of the solution by providing an affordable housing option that does not appear to increase density in low density neighbourhoods as the suites are located within an existing dwelling.

4.2 Municipal Support for Secondary Suites

The Hantsport MPS and LUB were approved in 2010. The background material in section 2.2.5 of this HMPS states: *Although most of the respondents to the survey indicated that a higher density of residential development was needed in Hantsport, there was little support to allow conversions of single unit dwellings into two or more units, even if the exterior appearance of the building was not changed.*

The ICSP policies included within the HMPS list options to increase housing such as reducing the minimum lot frontage from 70 ft. to 50 ft. and lot size from 7,500 sq ft. to 5,000 sq ft. to promote more housing in new subdivisions and infill development in existing neighborhoods. These reduced requirements were incorporated into the HLUB.

On February 23, 2021 WHRM Council approved in principle all recommendations presented in the RAD Consulting report. Recommendation 12 encourages Council to address affordable housing by considering options such as secondary suites.

Although the material in section 2.2.5 of the HMPS shows opposition to secondary suites from residents, the HMPS is more than ten (10) years old and was approved by the then-Town Council. The approval of the recommendation from the RAD Consulting report indicates the new Council's perspective to consider secondary suites as an affordable housing option in the entire Region.

A 2018 amendment to the Hantsport planning documents also illustrates a change of direction in the community since 2010: the amendment permits the conversion of any single or two-unit dwelling existing as of May 1, 2018, to the maximum number of units permitted in the Two Unit Residential (R-2) or Multiple Unit Residential (R-3) Zone provided all units are contained within the existing residential building.

There is no background material or policy regarding secondary suites in Hantsport. The proposal is to add background and policy in the HMPS General Land Use Policies similar to Part 4.11 of the West Hants Municipal Planning Strategy. This proposed amendment will ensure the general housing policies for the Region are similar and meet the requirements of the Statements of Provincial Interest.

4.3 Review: Secondary Suites as a Permitted Use in Nearby Municipal Units

When developing the amendments, staff reviewed the planning documents in neighbouring municipalities that have recently updated land use requirements for secondary suites. The detailed review can be found in the staff report titled "2021-05-13 File 20-29 Secondary Suites MPS and LUB Amendment Windsor".

4.4 Parking Requirements for Secondary Suites

HRM was the most recent Municipality to consider amendments to permit secondary suites. It is also the only Municipality which does not require parking for a secondary suite. Although several HRM residents stated concerns about parking for suites, HRM staff state in a December 2019 staff report several reasons why additional parking may not be needed or may create a burden which may decrease the number of secondary suites installed:

Under the Integrated Mobility Plan, HRM is working to reduce parking requirements overall and instead allow the market to determine its own needs. Additional parking requirements for secondary and backyard suites may be unwarranted in some areas or unnecessarily limit the location of where such uses can be created. The cost of an additional parking space may also add to the cost of the overall development, thereby increasing the costs that may be needed to be recovered through rents. Further, parking requirements may be unnecessary in cases where tenants do not own or cannot operate an automobile, or in neighbourhoods that are close to services and have access to transit.

Section 6.1 of the HLUB requires one (1) parking space for each dwelling unit.

Although WHRM staff are recommending that one (1) space be required for secondary suites regulated by the West Hants MPS and LUB, staff are not recommending parking be required within the areas regulated by either the Windsor or Hantsport Municipal Planning Strategies and Land Use By-laws.

WHRM staff asked Troy Burgess to comment on parking requirements as he was Traffic Authority for the Town of Windsor and is now Manager of Public Works Operations and Traffic Authority for Municipal roads in WHRM. Mr. Burgess commented on parking within the community of Windsor; his comments also apply in general to the community of Hantsport and are in the staff report titled "2021-05-13 File 20-29 Secondary Suites MPS and LUB Amendment Windsor".

The RAD Consulting report included several recommendations that relate to parking. Recommendation 4 *Prepare an Integrated Mobility Plan* encourages Council to consider alternative transportation options and develop a mobility plan similar to the Halifax Integrated Mobility Plan. HRM staff stated the Integrated Mobility Plan and HRM's Council's intention to reduce reliance on personal vehicles was one of the reasons for not requiring a parking space for secondary suites. Recommendations 9 and 11 of the RAD report focus on creating walkable communities and addressing climate change. Not requiring a parking space for secondary suites in walkable communities will align with these recommendations as it could increase affordable housing options for residents without a personal vehicle and encourage more residents to walk to services and reduce Greenhouse Gas emissions.

Although having adequate parking to meet the needs of residents is important, staff recommend not requiring parking for secondary suites in Hantsport, as the potential burden of a parking requirement may hinder the opportunity to

increase affordable housing options and may undermine the development of a more walkable community. The secondary suite may be intended for a grandparent who no longer drives or a single parent who can not afford a vehicle. In both situations, the individual may be purposely choosing a housing location close to services, enabling them to remain independent in the community without a vehicle. The lack of a parking requirement would not prevent a property owner from creating an additional parking space if there is room and it is needed. It would ensure that smaller properties that may not have room for an additional parking space, but are close to services, would be able to have a secondary suite.

A number of additional assumptions underly requiring a parking space for every dwelling unit:

- everyone wants, needs or can afford to have a car;
- the best use of serviced land is for parking;
- that unless parking is provided, housing should not be permitted; and
- ensuring the most efficient use of areas serviced with sewer and water is secondary to providing parking.

Requiring parking for each unit reduces potential infill development and keeps the supply of dwelling units from meeting demand. This inflates housing prices, which in turn inflates rents...all of which tends to force those least able to pay for housing to more car-dependent neighbourhoods on the outskirts of denser residential areas.

4.5 Lot Coverage

Lot coverage is neither defined nor used as a term in the HLUB. No maximum lot coverage is proposed related to secondary suites in Hantsport.

4.6 Floor Area

The National Building Code (NBC) allows 80% of the total floor area of the main dwelling unit or a maximum of 861 ft² (80 m²) to be used as a secondary suite.

Most planning documents reviewed by staff include a specific maximum floor area requirement for secondary suites that aligns with the NBC except Kings County, which only refers to the NBC: *Secondary Suite means a secondary suite as defined by the National Building Code, as amended from time to time.* Staff considered the Kings definition as it aligns with the NBC without including the specific maximum floor area requirements. This ensures the planning documents do not need to be amended every time the NBC changes.

However, for ease of administration, staff have included the maximum floor area requirements in the proposed definition, which lets the Development Officer

issue a permit if the maximum size is increased in the NBC without amendment to the definition in the HLUB.

4.7 Number of Secondary Suites per Lot

In areas regulated by the HLUB, the number of dwellings which can be constructed on a lot as-of-right is now limited to one (1), except in the Residential Multiple Unit Dwelling (R-3) Zone. There are some lots with more than one main building which may have been constructed prior to land use regulation.

Staff recommends ensuring secondary suites are permitted in single and two-unit dwellings regardless of the number of single and two-unit dwellings on a lot by permitting one (1) secondary suite in each dwelling on a lot.

4.8 Zones

Many dwellings exist outside residential zones; these may have been constructed prior to the enactment of land use regulation.

The proposed amendments would permit secondary suites to be constructed in single and two-unit dwellings in any zone to accommodate residential uses that exist outside of residential zones.

4.9 Appearance of the Main Dwelling Unit

The requirements which currently apply to and are also proposed for accessory apartments in the West Hants and Windsor are also recommended for Hantsport. These are:

- the suite must be within or attached to the dwelling unit;
- the roof line or height of the existing dwelling unit can not be changed unless it is to accommodate dormers or is a structural necessity for public safety;
- no new entrances can be installed on the front of the dwelling unit for the suite; and
- additions to accommodate the suite must be at the rear of the dwelling unit.

The requirements mentioned above are intended to ensure dwellings with secondary suites remain visually compatible with low-density neighborhoods, in a manner similar to home-based businesses in Hantsport. If the roof line and height of the dwelling unit are not altered, the entrance to the suite is not visible from the front of the dwelling unit and any additions to accommodate the suite are only located in the rear of the dwelling unit the visual appearance from the street of the dwelling unit with a secondary suite will be the same as the existing

dwelling unit in most instances. Corner lots are the main exception as the rear yard for a corner lot is visible from the street.

These requirements are suitable for the amendments as they will likely not prevent most property owners from being able to install a secondary suite but will maintain the appearance of low-density neighbourhoods. PAC/HAC or Council can remove these requirements if maintaining the appearance of a low-density neighborhood is not a priority in Hantsport or it is determined that the appearance can be maintained without these requirements.

4.10 Draft Amendments

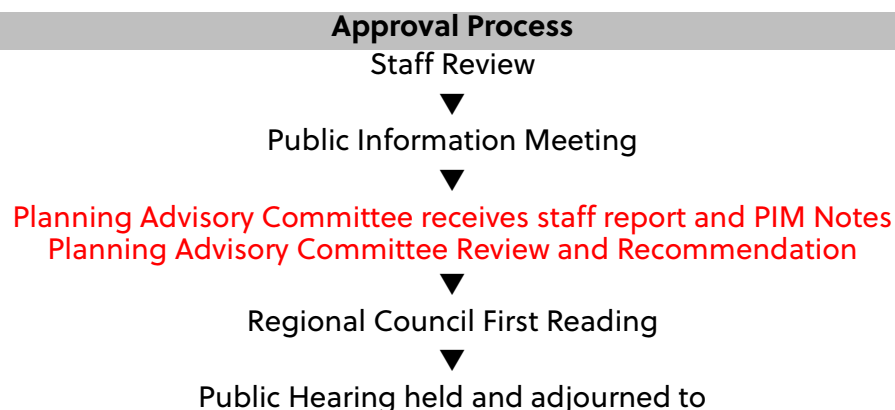
When drafting the amendments, (Attachment A), staff considered the Statement of Provincial Interest, the review of nearby municipal units mentioned above, the NBC, and the existing planning documents in order to develop amendments which increase affordable housing options in WHRM.

4.11 Municipal Climate Change Action Plan

The Municipal Climate Change Action Plan (MCCAP) was not considered for this amendment as it is a text amendment.

5.0 **NEXT STEPS**

As noted above, the proposed amendments have been considered within the context of the general policies of the HMPS and are consistent with the intent, objectives and policies of the HMPS. The proposed amendment to permit secondary suites in single and two-unit dwellings reflects the intent of the existing policies of the Hantsport Municipal Planning Strategy. As a result, staff recommends proceeding with the approval process for the proposed amendments.





6.0 FINANCIAL IMPLICATIONS

There may be an increase in households using water, sewer, and waste disposal services in the area. However, the increased services are expected to be paid for, at least in part, by the municipal taxes and service charges for property owners who are installing secondary suites or the tenant who may cover some of these fees through their rent. Property owners will be responsible for ensuring services are provided to the secondary suites.

7.0 ALTERNATIVES

In response to the application, PAC/HAC may:

- request further information on a specific topic;
- determine that the application does not meet the criteria of the HMPS and make this recommendation to Council.

8.0 ATTACHMENTS

Appendix A Draft Amendments

Report Prepared by: _____
Saira Shah, Planner; and

Madelyn LeMay, Director of Planning and Development

Attachment A

Draft Amendments

Note: coloured text indicates a change from the present HMPS or HLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the Hantsport Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

1. Amend Section 3.2, General Provisions, in the Hantsport Municipal Planning Strategy by inserting Subsection 3.2.6 Housing following 3.2.5 Licensed Cannabis Uses so that Subsection 3.2.6 reads as follows:

3.2.6 Housing

Council acknowledges that it is important to encourage the provision of housing that includes all residents of Hantsport regardless of socio-economic status, age or physical or mental disability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community needs to provide diverse housing types to satisfy the housing needs of its population. Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. A secondary suite in a dwelling can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the original dwellings and are compatible with the neighbourhood.

As a result, it shall be the policy of Council to:

- | | |
|--------------|--|
| Policy GP-11 | encourage the provision of housing adequate to meet the needs of all residents of Hantsport. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community. |
| Policy GP-12 | provide for the development of a range of housing types in Hantsport. |
| Policy GP-13 | include flexible development standards which encourage innovative housing development in the Land Use By-law. |
| Policy GP-14 | permit secondary suites in single and two-unit dwellings in all zones, with regulation regarding the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood. |

- 2. Amend Part 2, Definitions, of the Hantsport Land Use By-law by inserting a definition of "Secondary Suite" between the definitions of Salvage and Storage Facility and Setback so that the definition of "Secondary Suite" reads as follows:**

Secondary Suite means a self-contained dwelling unit contained within a single or two-unit dwelling. The maximum floor area of a Secondary Suite is 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

- 3. Insert, 5.23 Secondary Suites, in Part 5, General Provisions for All Zones, of the Hantsport Land Use By-law following 5.22 Licensed Cannabis Uses as shown below:**

5.23 Secondary Suites

Secondary Suites shall be permitted in single and two-unit dwellings in all zones.

In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:

- (i) no more than one (1) secondary suite shall be permitted within or attached to a dwelling unit;
- (ii) no alterations shall change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (iii) no new entrances shall be created on the front façade of the dwelling unit;
- (iv) Notwithstanding the parking requirements of Section 6.1, off-street parking shall not be required for the secondary suite; and
- (v) additions shall be limited to the rear yard of the dwelling;

Attachment C



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 25, 2021

Subject: **Hantsport** MPS and LUB Amendment: Secondary Suites, File #20-30C

LEGISLATIVE AUTHORITY

Section 210 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to a Public Hearing as recommended by PAC/HAC, the following motion would be in order:

...that Council give First Reading and hold a Public Hearing to consider amending the **Hantsport** Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Appendix C to the First Reading Report to Council dated May 25, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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DISCUSSION

A Public Information Meeting was held on April 22, 2021 (Appendix A).

On May 13, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix B).

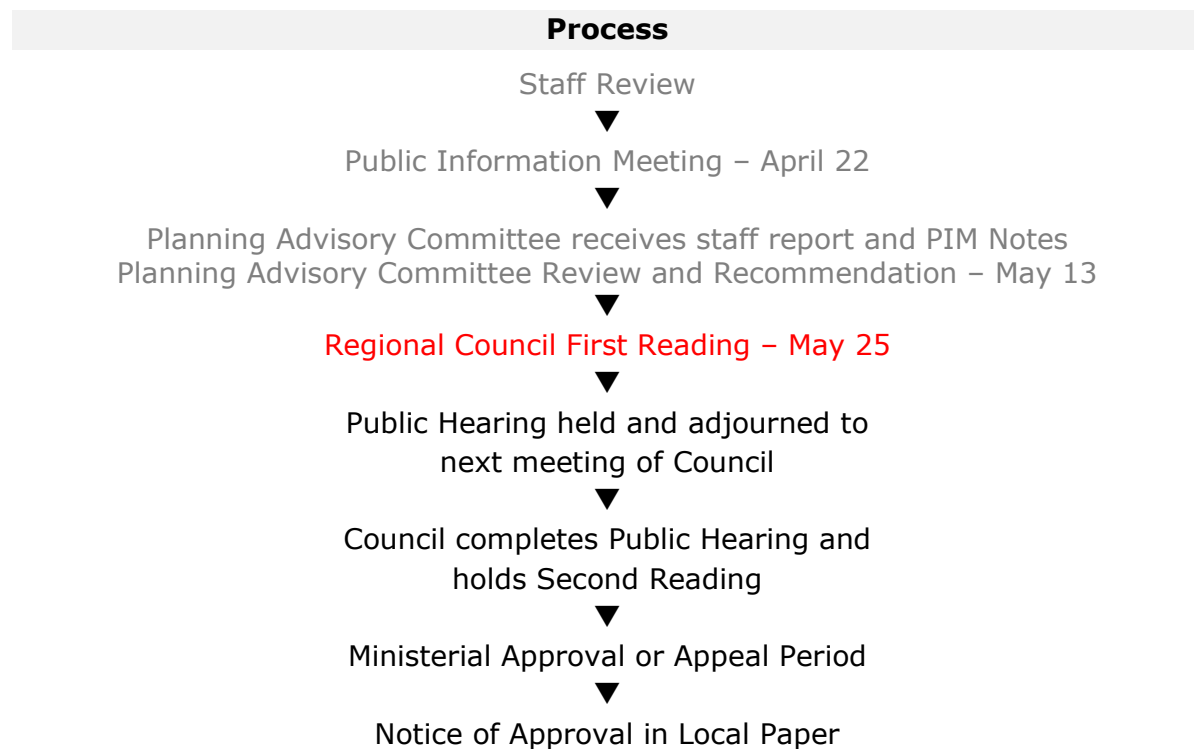
There was considerable discussion at PAC/HAC regarding the maximum number of secondary suites which should be permitted on any lot and whether a parking space should be required for each secondary suite.

When considered for the Hantsport documents, the determination of PAC/HAC was that a limit of one secondary suite per lot is not needed. PAC/HAC requested that Council be advised that the vote regarding this item was split. A requirement for a parking space for each secondary suite was added to the proposed amendments.

The changes to the draft amendments proposed by PAC/HAC for the Hantsport documents are included in the draft amendments attached as Appendix C to this report.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- provide alternative direction such as requesting further information on a specific topic.

APPENDICES

Appendix A Public Information Meeting Notes – File 20-29A

Appendix B Staff Report and Recommendation - File 20-29B

Appendix C Draft Amendments recommended by PAC/HAC

CHIEF ADMINISTRATIVE OFFICER REVIEW

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by: _____
Mark Phillips, Chief Administrative Officer

Attachment D Draft Amendments

Note: coloured text indicates a change from the present HMPS or HLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the Hantsport Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

1. Amend Section 3.2, General Provisions, in the Hantsport Municipal Planning Strategy by inserting Subsection 3.2.6 Housing following 3.2.5 Licensed Cannabis Uses so that Subsection 3.2.6 reads as follows:

3.2.6 Housing

Council acknowledges that it is important to encourage the provision of housing that includes all residents in Hantsport regardless of socio-economic status, age or physical or mental disability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community needs to provide diverse housing types to satisfy the housing needs of its population. Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. A secondary suite in a dwelling can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the original dwellings and are compatible with the neighbourhood.

As a result, it shall be the policy of Council to

Policy GP 11 encourage the provision of housing adequate to meet the needs of all residents of Hantsport. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.

Policy GP-12 provide for the development of a range of housing types in Hantsport.

Policy GP-13 include flexible development standards which encourage innovative housing development in the Municipal Planning Strategy and Land Use By-law.

Policy GP-14 permit secondary suites in single and two-unit dwellings in all zones, with regulation regarding the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood.

- 2. Amend Part 2, Definitions, of the Hantsport Land Use By-law by inserting a definition for "Secondary Suite" between the definitions of Salvage and Storage Facility and Setback so that the definition for "Secondary Suite" reads as follows:**

Secondary Suite means a dwelling unit within a dwelling unit limited to a maximum of
(1) 80% of the total floor area of the dwelling unit if 80% is less than 862 ft² (80 m²)
or (2) 862 ft² (80 m²) or (3) greater as established in the National Building Code.

- 3. Insert, 5.23 Secondary Suites, in Part 5, General Provisions for All Zones, of the Hantsport Land Use By-law following 5.22 Licensed Cannabis Uses as shown below:**

5.23 Secondary Suites

- (a) Secondary Suites are permitted in single and two-unit dwellings in all zones.
- (b) In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:
 - (i) no more than one (1) secondary suite shall be permitted per dwelling unit;
 - (ii) the secondary suite shall be contained within or attached to the dwelling unit;
 - (iii) no alterations shall change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
 - (iv) no new entrances shall be created on the front façade of the dwelling unit;
 - (v) one (1) parking spaces shall be required for each secondary suite; and
 - (vi) additions shall be limited to the rear yard of the dwelling.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: June 22, 2021

Subject: File # 20-27D: WHMPS and LUB Text Amendment: Secondary Suites

LEGISLATIVE AUTHORITY

Municipal Government Act Section 210.

POSSIBLE MOTION

Following conclusion of the Public Hearing on July 27, should Council wish to complete the proposed amendment, the following motion would be in order:

...that Council amend the **West Hants** Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings in a manner substantively the same as Attachment D of the Second Reading Report to Council dated June 22, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A Public Information Meeting was held on April 22, 2021 (Attachment A).

On May 13, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Attachment B).

Council held First Reading on May 25, 2021 and determined that one (1) parking space should be required for each secondary suite (Attachment D).

NEXT STEPS



*anticipated dates; final dates will be set by Council

ATTACHMENTS

Attachment A	Public Information Meeting Notes – File 20-27 A
Attachment B	Staff Report Secondary Suites - File #20-27
Attachment C	First Reading Report – File # 20-27 B
Attachment D	Proposed Amendments

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, CAO

ATTACHMENT A
Public Information Meeting Notes
April 22, 2021 – May 6, 2021
File 20-27A
Secondary Suites MPS and LUB Amendment West Hants

Meeting date and time	A public information meeting was held on April 22, 2021 beginning at 6 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Councillor Murphy Mayor Zebian Madelyn LeMay, Director, Planning and Development Saira Shah, Planner Sara Poirier, Planner As this meeting was held virtually there were no members of the public present.
Applicant Family Resource Centre	Ms. Shah outlined the request from the Family Resource Centre to amend all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code.
File Number	20-27A
Comments	Two (2) written comments were received from the public in support of the amendments. The first resident referred to the major housing crisis in the Region and believe the proposed changes could alleviate some of the housing issues. They would like to see detached secondary suites in a future amendment. Another resident and Housing Support Worker (the applicant) felt this amendment would increase affordable housing options and make existing housing potentially more affordable for homeowners who would be able to rent the apartments to cover some of their mortgage costs.
Adjournment	The presentation portion of the PIM ended at 6:10 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. Shah until May 6, 2021.
Attachment A	Comments from public

Attachment A

(April 26, 2021 e-mail)

Hello,

I just wanted to add my comments to the public information hearing. I don't live in Windsor but my job requires me to find housing for folks in Windsor.

I would say there is a major housing crisis right now and the proposed changes would help alleviate some of that. I think the proposed changes are great and I hope they get passed.

I also hope that we can see them extend even further to include detached secondary dwellings.

Regards,

Kelly McGregor

May 4th, 2021 (via e-mail)

West Hants Regional Municipality

76 Morison Drive

PO Box 3000

Windsor NS B0N 2T0

To Whom It May Concern,

I am writing to express support to the by-law amendment to allow secondary suites to all single and two-unit residential dwellings in Windsor, Hantsport and West Hants.

I am a Housing Support Worker who lives and works in West Hants. The lack of affordable housing in this area is an ongoing issue that many of my clients are dealing with every day, which is why they need additional support from service providers such as myself and a housing locator, to help them find safe, affordable places to live.

A secondary suite, also known as a basement apartment, granny suite or in-law suite is defined by the Halifax Regional Municipality as a self-contained dwelling unit with a limited floor area which is located within a house or another building that contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.

According to the results of Canada Mortgage and Housing Corporation's Rental Market Survey conducted in October 2019, the Halifax CMA vacancy rate was 1% versus 1.6% in October 2018. (CMHC 2020). Allowing secondary suites more broadly is intended to support the creation of complete communities as well as meet affordable housing targets. (Halifax.ca).

If secondary suites are permitted, not only can it increase the amount of affordable housing opportunities within the West Hants Municipality, but they can also be used as a way that people who are struggling to afford their current place of residence. Having a secondary suite to rent out can give them extra cash flow to help make ends meet. In doing so, a small part can be played by increasing the vacancy rate and decreasing the number of people struggling with, who are at risk of or who are currently experiencing homelessness.

Sincerely,
Kayla Todd
Housing Support Worker
Family Resource Centre of West Hants

ATTACHMENT B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 13, 2021

Subject: File 20-27 Secondary Suites MPS and LUB Amendment **West Hants**

1.0 LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

2.0 RECOMMENDATION

Should the Planning and Heritage Advisory Committee (PAC/HAC) wish to forward a positive recommendation, the following motion would be in order:

... that Council give First Reading and hold a Public Hearing to consider amending the West Hants Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings in a manner substantively the same as Attachment A to the staff report to PAC/HAC dated May 13, 2021.

3.0 BACKGROUND

On December 11, 2020 the Family Resource Centre, a member of the West Hants Housing Coalition, applied for an amendment to all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code (NBC). The application was complete January 26, 2021.

West Hants Regional Municipality has a separate Municipal Planning Strategy and Land use By-law for each of Hantsport, Windsor and West Hants. The amendments for each set of documents must be considered separately. This report will deal only with the West Hants Municipal Planning Strategy (WHMPS) and West Hants Land Use By-Law (WHLUB). There will be duplication of material

within the three reports but this ensures that documentation for each separate amendment is complete.

WHRM staff categorized potential options to improve the amount of affordable housing as short, medium, and long-term depending on the amount of time required for any required changes. One of the short-term options was to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the NBC definition.

The NBC defines a secondary suite as *“a self-contained dwelling unit with a limited floor area which is contained within a house or another building which contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.”* The NBC also limits the size of a suite to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²), and includes requirements for ceiling height, smoke alarms, separation of units, ventilation, egress, and heating systems to ensure both the secondary and main suites are safe for occupancy.

The West Hants Municipal Planning Strategy (WHMPS) does not refer to secondary suites but does permit a similar type of unit, “accessory apartments”, in the Single Unit Residential (R-1) zone. The maximum size for accessory apartments in the West Hants Land Use By-law (WHLUB) is 700 ft² (65 m²), which is smaller than the NBC permits.

4.0 4.0 DISCUSSION

4.1 Provincial Support for Secondary Suites

All municipalities in Nova Scotia that have planning documents are required to have specific policies related to housing as there is a *Statement of Provincial Interest* regarding housing. The Provincial goal is to provide housing opportunities to meet the needs of all Nova Scotians. This is achieved by having policies that specifically address affordable housing, special-needs housing and rental accommodations. The Province requires the Municipality to consider permitting higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types. Part 4.11 of the WHMPS addresses housing.

Secondary suites can reflect this Provincial intention and be part of the solution by providing an affordable housing option that does not appear to increase density in low density neighbourhoods as the suites are located within an existing dwelling.

4.2 Municipal Support for Secondary Suites

The background material in Part 4.11 of the WHMPS states: *Accessory apartments in dwellings can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these apartments, Council can ensure that the building retains the look of the original dwelling and are (sic) compatible with the neighbourhood.*

WHMPS Policy 4.11.4 specifically permits accessory apartments within or attached to the main dwelling in the Single Unit Residential (R-1) zone and outlines that the size, location and appearance of the apartments will be limited in the WHLUB to ensure the use remains small-scale and compatible with low density neighbourhoods.

On February 23, 2021 Council approved in principle all recommendations presented in the RAD Consulting report. Recommendation 12 encourages Council to address affordable housing by considering options such as secondary suites.

Based on the material in section 4.11 of the WHMPS and the recommendation from the RAD Consulting report, staff consider Council to be in general support of secondary suites (accessory apartments) as an affordable housing option for West Hants.

4.3 Review: Secondary Suites as a Permitted Use in Nearby Municipal Units

When developing the amendments, staff referred to the planning documents in neighbouring municipalities that have recently updated land use requirements related to secondary suites.

Halifax Regional Municipality (HRM) Council approved amendments to the Regional Municipal Planning Strategy and all Land Use By-laws on September 1, 2020, with the exception of the Regional Centre Land Use By-law, to allow secondary suites accessory to single and two-unit dwellings and town houses. The maximum floor area permitted for the secondary suites aligns with the NBC definition. No additional parking is required for the suites and the same zoning requirements that apply to the dwelling unit apply to the suites. A minimum lot size requirement was not set for this amendment as HRM staff thought it could limit development of secondary suites in densely populated areas. HRM staff had initially proposed permitting secondary suites in only single unit dwellings in January 2020, but HRM Council requested that staff consider both two-unit dwellings and town houses. Back yard suites which are located in a separate building accessory to the dwelling unit were also approved as part of this amendment.

East Hants Council approved its planning documents in 2016; these permit accessory dwelling units in several residential zones as accessory to single detached dwellings. East Hants has three (3) categories of accessory dwelling units: garage suites, garden suites, and secondary suites. The definition and

requirements for secondary suites align with the NBC. The appearance of the exterior of the accessory dwelling unit including materials, cladding colour, roof type and pitch must match the main dwelling. Shipping containers are an exception as they can be used as garden suites and do not have to match the main dwelling.

The Town of Wolfville approved its planning documents in the summer of 2020. Secondary suites both attached to and detached from the main dwelling are permitted in a wide variety of residential and commercial zones with the exception of the Low Density Residential Restricted (R1) zone. There is no definition in the Land Use By-law for secondary suites attached to the dwelling however staff contacted the Director of Planning and Development, Devin Lake, who confirmed secondary suites attached to the main dwelling are considered a form of two-unit dwelling and all requirements that apply to two-unit dwellings would be applicable.

The Municipality of the County of Kings (Kings) approved its planning documents in 2019. Section 4.3.4.1 of the Land Use Bylaw sets out the requirements for secondary suites. A secondary suite is permitted in a single unit dwelling with the entrance at the side or rear of the dwelling and the exterior needs to be compatible with existing dwellings in the neighbourhood. Rather than outlining the requirements for secondary suites, such as a maximum size, established in the NBC, the definition just refers to the NBC: *Secondary Suite means a secondary suite as defined by the National Building Code, as amended from time to time.* This enables the requirements to change as the NBC is amended without having to amend the Land Use By-law.

4.4 Parking Requirements for Secondary Suites

HRM was the most recent Municipality to consider amendments to permit secondary suites. It is also the only Municipality reviewed which does not require parking for a secondary suite. Although several HRM residents stated concerns about parking for suites, HRM staff state in a December 2019 staff report several reasons why additional parking may not be needed or may create a burden which may decrease the number of secondary suites installed:

Under the Integrated Mobility Plan, HRM is working to reduce parking requirements overall and instead allow the market to determine its own needs. Additional parking requirements for secondary and backyard suites may be unwarranted in some areas or unnecessarily limit the location of where such uses can be created. The cost of an additional parking space may also add to the cost of the overall development, thereby increasing the costs that may be needed to be recovered through rents. Further, parking requirements may be unnecessary in cases where tenants do not own or cannot operate an automobile, or in neighbourhoods that are close to services and have access to transit.

Section 5.31 of the WHLUB requires one (1) parking space for each dwelling unit. Section 8.3 (h) of the WHLUB requires parking for accessory apartments be provided in accordance with Section 5.31 and the parking space must be located in the side or rear yard of the lot.

Although WHRM staff are not recommending a parking requirement for secondary suites in the more densely developed communities of Windsor and Hantsport, staff are recommending a parking requirement for secondary suites in the more rural areas of West Hants which are covered by the WHMPS and WHLUB. In the more rural areas where services are not within walking distance the majority of residents in secondary suites will likely need their own vehicle to be able to reach services and employment. In particular, in unserviced areas, requiring a parking space for each dwelling unit does not have the same negative impact as a requirement for parking in serviced and more densely developed areas. Although there are areas of the Municipality with sewer and water services, these tend to have larger lots than in the more developed urban areas.

4.5 Lot Coverage

Lot coverage is a term defined in the WHLUB: *means the percentage of the lot that is covered by buildings, also known as the building footprint; maximum lot coverage means the largest allowable area that can be covered by any building or buildings on a lot.*

The maximum lot coverage in the WHLUB is 50%. Staff recommend removing the lot coverage restriction as part of the amendment as the requirement disproportionately prevents property owners with smaller lots from constructing accessory apartments. NBC requirements and WHLUB yard requirements would still apply which ensures development is compatible with the neighbourhood without the need for a maximum coverage restriction.

4.6 Floor Area

WHLUB has a maximum floor area requirement for accessory apartments that is smaller than that allowed in the NBC. Only 700 ft² (65 m²) may be used under the WHLUB compared to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²) allowed in the NBC.

Most planning documents reviewed by staff include a specific maximum floor area requirement that aligns with the NBC except Kings which, as noted above, only refers to the NBC: *Secondary Suite means a secondary suite as defined by the National Building Code, as amended from time to time.* Staff considered the Kings definition as it aligns with the NBC without including the specific maximum

floor area requirements. This ensures the planning documents do not need to be amended every time the NBC changes.

However, for ease of administration, staff have included the maximum floor area requirements in the proposed definition which lets the Development Officer issue a permit if the maximum size is increased in the NBC without amendment to the definition WHLUB.

4.7 Number of Secondary Suites per Lot

In areas regulated by the WHLUB, the number of main buildings which can be constructed on most lots as-of-right is now limited to one (1). There are some lots with more than one main building which may have been constructed prior to land use regulation, or others which have specific provision in the WHLUB such as the agricultural zones.

In West Hants only one (1) accessory apartment is permitted on a lot. If a two-unit dwelling or multiple single unit dwellings are located on one lot and held in the same ownership, this regulation would prevent a secondary suite in more than one of the dwellings. Staff recommends removing potential barriers and ensuring secondary suites are permitted in single and two-unit dwellings regardless of the number of single and two-unit dwellings on a lot by permitting one (1) secondary suite in each dwelling on a lot.

4.8 Zones

Many dwellings exist outside residential zones; these may be permitted under the present WHLUB (such as in the General Commercial (GC) Zone) or may have been constructed prior to the enactment of land use regulation.

The proposed amendments would permit secondary suites to be constructed in single and two-unit dwellings in any zone to accommodate residential uses that exist outside of residential zones.

4.9 Appearance of the Main Dwelling Unit

The present requirements listed below for accessory apartments in the WHLUB have been incorporated in the proposed amendments to ensure the intention of Council expressed in the 2008 document is maintained. These are:

- the suite must be within or attached to the dwelling unit;
- the roof line or height of the existing dwelling unit can not be changed unless it is to accommodate dormers or is a structural necessity for public safety;
- no new entrances can be installed on the front of the dwelling unit for the suite; and

- additions to accommodate the suite must be at the rear of the dwelling unit.

These requirements are intended to ensure dwellings with secondary suites remain visually compatible with low-density neighborhoods. If the roof line and height of the dwelling unit are not altered, the entrance to the suite is not visible from the front of the dwelling unit and any additions to accommodate the suite are only located in the rear of the dwelling unit the visual appearance from the street of the dwelling unit with a secondary suite will in most instances not differ from the original building. Corner lots are the main exception as the rear yard for a corner lot is visible from the side street. Council has identified maintaining the visual appearance of a low-density neighborhood as important in the present WHMPS: *By regulating the size and appearance of these apartments, Council can ensure that the building retains the look of the original dwelling and are (sic) compatible with the neighbourhood.*

Inclusion of these requirements reflects Council's intention and does not prevent creation of most secondary suites.

PAC/HAC may recommend or Council can change its intention and remove these requirements if maintaining the appearance of a low-density neighborhood is no longer a priority or it is determined that the appearance can be maintained without these requirements.

4.10 Draft Amendments

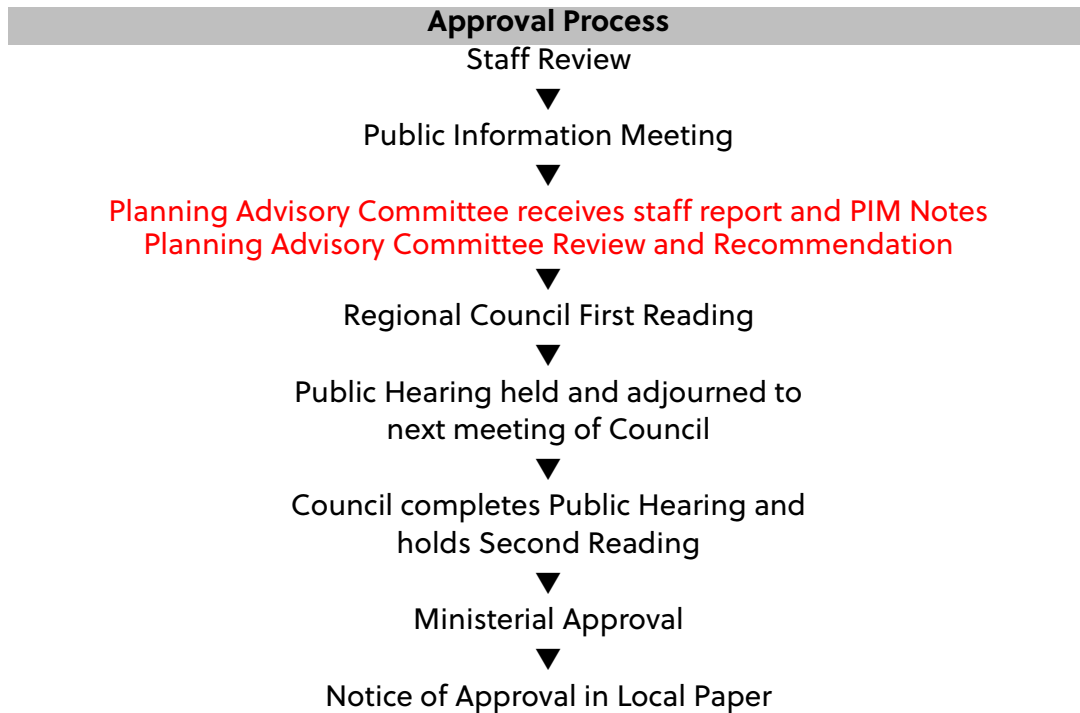
When drafting the amendments, (Appendix A), staff considered the Statement of Provincial Interest, the review of nearby municipal units mentioned above, the NBC, and the existing planning documents in order to develop amendments which increase affordable housing options in WHRM. The amendments include a name change in the West Hants documents from accessory apartments to secondary suites as this is the name used in the NBC.

4.11 Municipal Climate Change Action Plan

The Municipal Climate Change Action Plan (MCCAP) was not considered for this amendment as it is a text amendment.

5.0 NEXT STEPS

As noted above, the proposed amendments have been considered within the context of the general policies of the WHMPS and are consistent with the intent, objectives and policies of the WHMPS. The proposed amendment to permit secondary suites in single and two-unit dwellings reflects the intent of the existing Municipal Planning Strategy policies. As a result, staff recommends proceeding with the approval process for the proposed amendments.



6.0 FINANCIAL IMPLICATIONS

There may be an increase in households using water, sewer, and waste disposal services in the area. However, the increased services are expected to be paid for, at least in part, by the municipal taxes and service charges for property owners who are installing secondary suites or the tenant who may cover some of these fees through their rent. Property owners will be responsible for ensuring services are provided to the secondary suites.

7.0 ALTERNATIVES

In response to the application, PAC/HAC may:

- request further information on a specific topic;
- determine that the application does not meet the criteria of the WHMPS and make this recommendation to Council.

8.0 ATTACHMENTS

Appendix A Draft Amendments

Report Prepared by: _____

Saira Shah, Planner; and

Madelyn LeMay, Director of Planning and Development

Attachment A Draft Amendments

Note: coloured text indicates a change from the present WHMPS or WHLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the West Hants Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

MUNICIPAL PLANNING STRATEGY

1. Amend Section 4 Part 4.11, Housing, of the West Hants Municipal Planning Strategy by replacing the background material, Policy 4.11.1, 4.11.3 and Policy 4.11.4 with the following material so that Part 4.11 reads as follows:

4.11 Housing

Council **acknowledges** it is important to encourage the provision of housing that includes all residents of West Hants regardless of socio-economic status, age or physical or mental ability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community **needs to provide diverse housing types to satisfy the housing needs of its population**. Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. **A secondary suite within a dwelling** can provide a solution for those wishing to keep elderly or dependent family members nearby **and can increase affordable housing options for the greater community**. By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the existing dwellings and are compatible with the neighbourhood.

As a result, it shall be the policy of Council to:

Policy 4.11.1 encourage the provision of housing adequate to meet the needs of all residents of West Hants. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.

Policy 4.11.2 provide for the development of a range of housing types in West Hants.

Policy 4.11.3 include flexible development standards which encourage innovative housing development in the Land Use By-law.

Policy 4.11.4 permit **secondary suites** in single **and two-unit** dwellings **in all zones**, and regulate the size, location and appearance of secondary suites to

ensure the use remains small-scale and compatible with the neighborhood.

2. Amend Section 5 Part 5.3, Three Mile Plains Growth Centre Residential Policies, of the West Hants Municipal Planning Strategy by removing the term “accessory apartments” in Policy 5.3.1 so that it reads as follows:

Policy 5.3.1 It shall be the policy of Council to establish a Single Unit Residential (R-1) zone which will permit single unit dwellings and existing manufactured homes.

3. Amend Section 15 Part 15.1, Servicing Policies, of the West Hants Municipal Planning Strategy by replacing the phrase “accessory apartments in the Single Unit Residential (R-1) zone” with “secondary suites in single and two-unit dwellings” so that Part 15.1 reads as follows:

Council wishes to encourage development that makes maximum use of the existing infrastructure within the service area boundaries (Growth Centres). Other policies of this Strategy address infill development on existing undersized lots, multiple residential development in appropriate locations, and **secondary suites in single and two-unit dwellings**. Policies for grouped dwellings encourage more compact cluster developments that use less land and are more economical to service.

LAND USE BY-LAW

4. Add Secondary Suites, in Section 5, General Provisions for All Zones, of the West Hants Land Use By-law following Licensed Cannabis Uses as shown below:

Secondary Suites

5.57 Secondary Suites shall be permitted in single and two-unit dwellings in all zones.

5.58 In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:

- (a) no more than one (1) secondary suite shall be permitted within or attached to a dwelling unit;
- (b) alterations shall not change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (c) no new entrances shall be created on the front façade of the dwelling unit;
- (d) parking shall be provided as required in Section 5.31 in the side or rear yard of the lot; and
- (e) additions shall be limited to the rear yard of the exiting dwelling.

5. Remove from Section 8 Part 8.1 Permitted Uses of the West Hants Land Use By-law the listed permitted use "accessory apartments" so that Part 8.1 reads as follows:

Permitted Uses

8.1 The following uses shall be permitted in the Single Unit Residential (R-1) zone:

- Single unit dwellings
- Existing manufactured homes

6. Remove from Section 8 Part 8.3, Accessory Apartments- Special Requirements, from the West Hants Land Use By-law.

Accessory Apartments – Special Requirements

8.3 (removed in amendment File #20-27 effective *date*)

7. Amend Section 35, Definitions, of the West Hants Land Use By-law by removing the definition of "Accessory Apartment" and inserting the definition of "Secondary Suite" between the definitions of Scrap Operation and Self Storage Operations so that the definitions of "Accessory Apartment" and "Secondary Suite" read as follows:

Accessory Apartment (removed in amendment File #20-27 effective *date*)

Secondary Suite means a self-contained dwelling unit contained within a single or two-unit dwelling. The maximum floor area of a Secondary Suite is 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

ATTACHMENT C



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 25, 2021

Subject: **West Hants** MPS and LUB Amendment: Secondary Suites, File #20-27C

LEGISLATIVE AUTHORITY

Section 210 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to a Public Hearing as recommended by PAC/HAC, the following motion would be in order:

...that Council give First Reading and hold a Public Hearing to consider amending the **West Hants** Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Appendix C of the First Reading Report to Council dated May 25, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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DISCUSSION

A Public Information Meeting was held on April 22, 2021 (Appendix A).

On May 13, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix B).

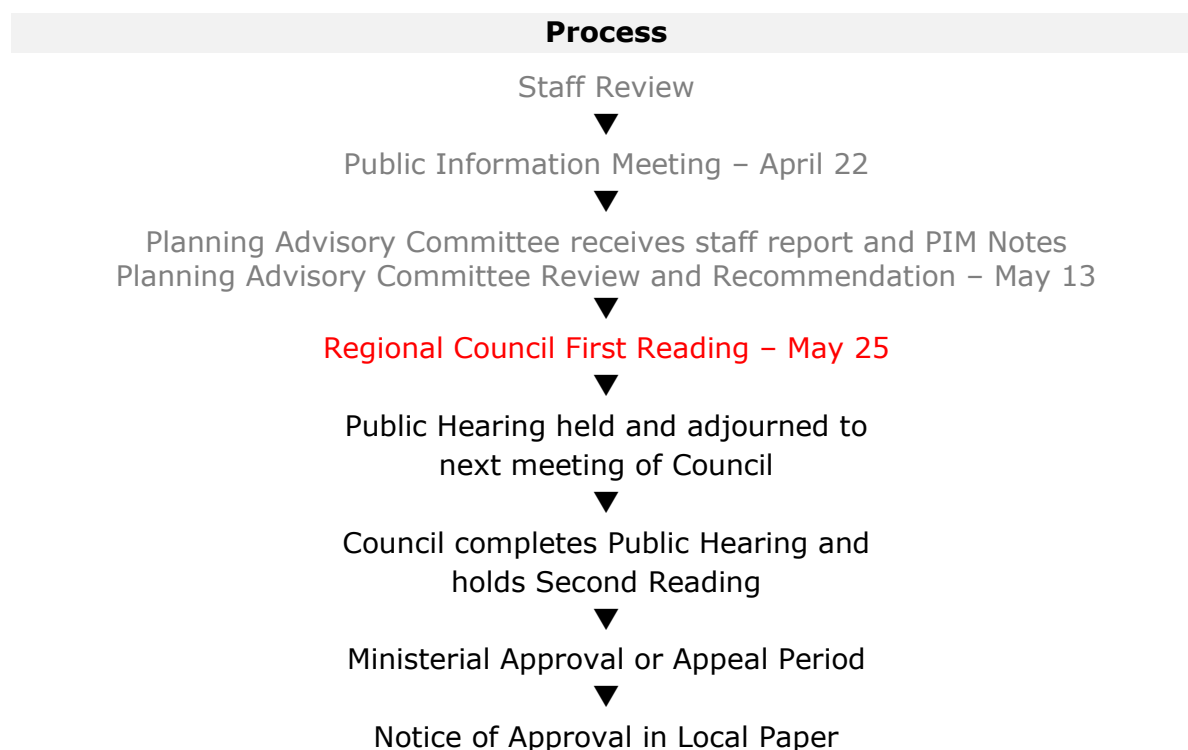
There was considerable discussion at PAC/HAC regarding the maximum number of secondary suites which should be permitted on any lot and whether a parking space should be required for each secondary suite.

When considered for the West Hants documents, the determination of PAC/HAC was that neither a limit of one secondary suite per lot nor a requirement for a parking space for each secondary suite should be added to the proposed amendments. PAC/HAC requested that Council be advised that the vote regarding both of these items was split.

The changes to the draft amendments proposed by PAC/HAC for the West Hants documents are included in the draft amendments attached as Appendix C to this report.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- provide alternative direction such as requesting further information on a specific topic.

APPENDICES

Appendix A Public Information Meeting Notes – File 20-27A

Appendix B Staff Report and Recommendation - File 20-27B

Appendix C Draft Amendments recommended by PAC/HAC

CHIEF ADMINISTRATIVE OFFICER REVIEW

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A

Public Information Meeting Notes

April 22, 2021 – May 6, 2021

File 20-27A

Secondary Suites MPS and LUB Amendment West Hants

Meeting date and time	A public information meeting was held on April 22, 2021 beginning at 6 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Councillor Murphy Mayor Zebian Madelyn LeMay, Director, Planning and Development Saira Shah, Planner Sara Poirier, Planner As this meeting was held virtually there were no members of the public present.
Applicant Family Resource Centre	Ms. Shah outlined the request from the Family Resource Centre to amend all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code.
File Number	20-27A
Comments	Two (2) written comments were received from the public in support of the amendments. The first resident referred to the major housing crisis in the Region and believe the proposed changes could alleviate some of the housing issues. They would like to see detached secondary suites in a future amendment. Another resident and Housing Support Worker (the applicant) felt this amendment would increase affordable housing options and make existing housing potentially more affordable for homeowners who would be able to rent the apartments to cover some of their mortgage costs.
Adjournment	The presentation portion of the PIM ended at 6:10 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. Shah until May 6, 2021.
Attachment A	Comments from public

Attachment A

(April 26, 2021 e-mail)

Hello,

I just wanted to add my comments to the public information hearing. I don't live in Windsor but my job requires me to find housing for folks in Windsor.

I would say there is a major housing crisis right now and the proposed changes would help alleviate some of that. I think the proposed changes are great and I hope they get passed.

I also hope that we can see them extend even further to include detached secondary dwellings.

Regards,

Kelly McGregor

May 4th, 2021 (via e-mail)

West Hants Regional Municipality

76 Morison Drive

PO Box 3000

Windsor NS B0N 2T0

To Whom It May Concern,

I am writing to express support to the by-law amendment to allow secondary suites to all single and two-unit residential dwellings in Windsor, Hantsport and West Hants.

I am a Housing Support Worker who lives and works in West Hants. The lack of affordable housing in this area is an ongoing issue that many of my clients are dealing with every day, which is why they need additional support from service providers such as myself and a housing locator, to help them find safe, affordable places to live.

A secondary suite, also known as a basement apartment, granny suite or in-law suite is defined by the Halifax Regional Municipality as a self-contained dwelling unit with a limited floor area which is located within a house or another building that contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.

According to the results of Canada Mortgage and Housing Corporation's Rental Market Survey conducted in October 2019, the Halifax CMA vacancy rate was 1% versus 1.6% in October 2018. (CMHC 2020). Allowing secondary suites more broadly is intended to support the creation of complete communities as well as meet affordable housing targets. (Halifax.ca).

If secondary suites are permitted, not only can it increase the amount of affordable housing opportunities within the West Hants Municipality, but they can also be used as a way that people who are struggling to afford their current place of residence. Having a secondary suite to rent out can give them extra cash flow to help make ends meet. In doing so, a small part can be played by increasing the vacancy rate and decreasing the number of people struggling with, who are at risk of or who are currently experiencing homelessness.

Sincerely,
Kayla Todd
Housing Support Worker
Family Resource Centre of West Hants

Appendix B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 13, 2021

Subject: File 20-27 Secondary Suites MPS and LUB Amendment **West Hants**

1.0 LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

2.0 RECOMMENDATION

Should the Planning and Heritage Advisory Committee (PAC/HAC) wish to forward a positive recommendation, the following motion would be in order:

... that Council give First Reading and hold a Public Hearing to consider amending the West Hants Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings in a manner substantively the same as Attachment A to the staff report to PAC/HAC dated May 13, 2021.

3.0 BACKGROUND

On December 11, 2020 the Family Resource Centre, a member of the West Hants Housing Coalition, applied for an amendment to all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code (NBC). The application was complete January 26, 2021.

West Hants Regional Municipality has a separate Municipal Planning Strategy and Land use By-law for each of Hantsport, Windsor and West Hants. The amendments for each set of documents must be considered separately. This report will deal only with the West Hants Municipal Planning Strategy (WHMPS) and West Hants Land Use By-Law (WHLUB). There will be duplication of material

within the three reports but this ensures that documentation for each separate amendment is complete.

WHRM staff categorized potential options to improve the amount of affordable housing as short, medium, and long-term depending on the amount of time required for any required changes. One of the short-term options was to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the NBC definition.

The NBC defines a secondary suite as *“a self-contained dwelling unit with a limited floor area which is contained within a house or another building which contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.”* The NBC also limits the size of a suite to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²), and includes requirements for ceiling height, smoke alarms, separation of units, ventilation, egress, and heating systems to ensure both the secondary and main suites are safe for occupancy.

The West Hants Municipal Planning Strategy (WHMPS) does not refer to secondary suites but does permit a similar type of unit, “accessory apartments”, in the Single Unit Residential (R-1) zone. The maximum size for accessory apartments in the West Hants Land Use By-law (WHLUB) is 700 ft² (65 m²), which is smaller than the NBC permits.

4.0 4.0 DISCUSSION

4.1 Provincial Support for Secondary Suites

All municipalities in Nova Scotia that have planning documents are required to have specific policies related to housing as there is a *Statement of Provincial Interest* regarding housing. The Provincial goal is to provide housing opportunities to meet the needs of all Nova Scotians. This is achieved by having policies that specifically address affordable housing, special-needs housing and rental accommodations. The Province requires the Municipality to consider permitting higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types. Part 4.11 of the WHMPS addresses housing.

Secondary suites can reflect this Provincial intention and be part of the solution by providing an affordable housing option that does not appear to increase density in low density neighbourhoods as the suites are located within an existing dwelling.

4.2 Municipal Support for Secondary Suites

The background material in Part 4.11 of the WHMPS states: *Accessory apartments in dwellings can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these apartments, Council can ensure that the building retains the look of the original dwelling and are (sic) compatible with the neighbourhood.*

WHMPS Policy 4.11.4 specifically permits accessory apartments within or attached to the main dwelling in the Single Unit Residential (R-1) zone and outlines that the size, location and appearance of the apartments will be limited in the WHLUB to ensure the use remains small-scale and compatible with low density neighbourhoods.

On February 23, 2021 Council approved in principle all recommendations presented in the RAD Consulting report. Recommendation 12 encourages Council to address affordable housing by considering options such as secondary suites.

Based on the material in section 4.11 of the WHMPS and the recommendation from the RAD Consulting report, staff consider Council to be in general support of secondary suites (accessory apartments) as an affordable housing option for West Hants.

4.3 Review: Secondary Suites as a Permitted Use in Nearby Municipal Units

When developing the amendments, staff referred to the planning documents in neighbouring municipalities that have recently updated land use requirements related to secondary suites.

Halifax Regional Municipality (HRM) Council approved amendments to the Regional Municipal Planning Strategy and all Land Use By-laws on September 1, 2020, with the exception of the Regional Centre Land Use By-law, to allow secondary suites accessory to single and two-unit dwellings and town houses. The maximum floor area permitted for the secondary suites aligns with the NBC definition. No additional parking is required for the suites and the same zoning requirements that apply to the dwelling unit apply to the suites. A minimum lot size requirement was not set for this amendment as HRM staff thought it could limit development of secondary suites in densely populated areas. HRM staff had initially proposed permitting secondary suites in only single unit dwellings in January 2020, but HRM Council requested that staff consider both two-unit dwellings and town houses. Back yard suites which are located in a separate building accessory to the dwelling unit were also approved as part of this amendment.

East Hants Council approved its planning documents in 2016; these permit accessory dwelling units in several residential zones as accessory to single detached dwellings. East Hants has three (3) categories of accessory dwelling units: garage suites, garden suites, and secondary suites. The definition and

requirements for secondary suites align with the NBC. The appearance of the exterior of the accessory dwelling unit including materials, cladding colour, roof type and pitch must match the main dwelling. Shipping containers are an exception as they can be used as garden suites and do not have to match the main dwelling.

The Town of Wolfville approved its planning documents in the summer of 2020. Secondary suites both attached to and detached from the main dwelling are permitted in a wide variety of residential and commercial zones with the exception of the Low Density Residential Restricted (R1) zone. There is no definition in the Land Use By-law for secondary suites attached to the dwelling however staff contacted the Director of Planning and Development, Devin Lake, who confirmed secondary suites attached to the main dwelling are considered a form of two-unit dwelling and all requirements that apply to two-unit dwellings would be applicable.

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4.4 Parking Requirements for Secondary Suites

HRM was the most recent Municipality to consider amendments to permit secondary suites. It is also the only Municipality reviewed which does not require parking for a secondary suite. Although several HRM residents stated concerns about parking for suites, HRM staff state in a December 2019 staff report several reasons why additional parking may not be needed or may create a burden which may decrease the number of secondary suites installed:

Under the Integrated Mobility Plan, HRM is working to reduce parking requirements overall and instead allow the market to determine its own needs. Additional parking requirements for secondary and backyard suites may be unwarranted in some areas or unnecessarily limit the location of where such uses can be created. The cost of an additional parking space may also add to the cost of the overall development, thereby increasing the costs that may be needed to be recovered through rents. Further, parking requirements may be unnecessary in cases where tenants do not own or cannot operate an automobile, or in neighbourhoods that are close to services and have access to transit.

Section 5.31 of the WHLUB requires one (1) parking space for each dwelling unit. Section 8.3 (h) of the WHLUB requires parking for accessory apartments be provided in accordance with Section 5.31 and the parking space must be located in the side or rear yard of the lot.

Although WHRM staff are not recommending a parking requirement for secondary suites in the more densely developed communities of Windsor and Hantsport, staff are recommending a parking requirement for secondary suites in the more rural areas of West Hants which are covered by the WHMPS and WHLUB. In the more rural areas where services are not within walking distance the majority of residents in secondary suites will likely need their own vehicle to be able to reach services and employment. In particular, in unserviced areas, requiring a parking space for each dwelling unit does not have the same negative impact as a requirement for parking in serviced and more densely developed areas. Although there are areas of the Municipality with sewer and water services, these tend to have larger lots than in the more developed urban areas.

4.5 Lot Coverage

Lot coverage is a term defined in the WHLUB: *means the percentage of the lot that is covered by buildings, also known as the building footprint; maximum lot coverage means the largest allowable area that can be covered by any building or buildings on a lot.*

The maximum lot coverage in the WHLUB is 50%. Staff recommend removing the lot coverage restriction as part of the amendment as the requirement disproportionately prevents property owners with smaller lots from constructing accessory apartments. NBC requirements and WHLUB yard requirements would still apply which ensures development is compatible with the neighbourhood without the need for a maximum coverage restriction.

4.6 Floor Area

WHLUB has a maximum floor area requirement for accessory apartments that is smaller than that allowed in the NBC. Only 700 ft² (65 m²) may be used under the WHLUB compared to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²) allowed in the NBC.

Most planning documents reviewed by staff include a specific maximum floor area requirement that aligns with the NBC except Kings which, as noted above, only refers to the NBC: *Secondary Suite means a secondary suite as defined by the National Building Code, as amended from time to time.* Staff considered the Kings definition as it aligns with the NBC without including the specific maximum

floor area requirements. This ensures the planning documents do not need to be amended every time the NBC changes.

However, for ease of administration, staff have included the maximum floor area requirements in the proposed definition which lets the Development Officer issue a permit if the maximum size is increased in the NBC without amendment to the definition WHLUB.

4.7 Number of Secondary Suites per Lot

In areas regulated by the WHLUB, the number of main buildings which can be constructed on most lots as-of-right is now limited to one (1). There are some lots with more than one main building which may have been constructed prior to land use regulation, or others which have specific provision in the WHLUB such as the agricultural zones.

In West Hants only one (1) accessory apartment is permitted on a lot. If a two-unit dwelling or multiple single unit dwellings are located on one lot and held in the same ownership, this regulation would prevent a secondary suite in more than one of the dwellings. Staff recommends removing potential barriers and ensuring secondary suites are permitted in single and two-unit dwellings regardless of the number of single and two-unit dwellings on a lot by permitting one (1) secondary suite in each dwelling on a lot.

4.8 Zones

Many dwellings exist outside residential zones; these may be permitted under the present WHLUB (such as in the General Commercial (GC) Zone) or may have been constructed prior to the enactment of land use regulation.

The proposed amendments would permit secondary suites to be constructed in single and two-unit dwellings in any zone to accommodate residential uses that exist outside of residential zones.

4.9 Appearance of the Main Dwelling Unit

The present requirements listed below for accessory apartments in the WHLUB have been incorporated in the proposed amendments to ensure the intention of Council expressed in the 2008 document is maintained. These are:

- the suite must be within or attached to the dwelling unit;
- the roof line or height of the existing dwelling unit can not be changed unless it is to accommodate dormers or is a structural necessity for public safety;
- no new entrances can be installed on the front of the dwelling unit for the suite; and

- additions to accommodate the suite must be at the rear of the dwelling unit.

These requirements are intended to ensure dwellings with secondary suites remain visually compatible with low-density neighborhoods. If the roof line and height of the dwelling unit are not altered, the entrance to the suite is not visible from the front of the dwelling unit and any additions to accommodate the suite are only located in the rear of the dwelling unit the visual appearance from the street of the dwelling unit with a secondary suite will in most instances not differ from the original building. Corner lots are the main exception as the rear yard for a corner lot is visible from the side street. Council has identified maintaining the visual appearance of a low-density neighborhood as important in the present WHMPS: *By regulating the size and appearance of these apartments, Council can ensure that the building retains the look of the original dwelling and are (sic) compatible with the neighbourhood.*

Inclusion of these requirements reflects Council's intention and does not prevent creation of most secondary suites.

PAC/HAC may recommend or Council can change its intention and remove these requirements if maintaining the appearance of a low-density neighborhood is no longer a priority or it is determined that the appearance can be maintained without these requirements.

4.10 Draft Amendments

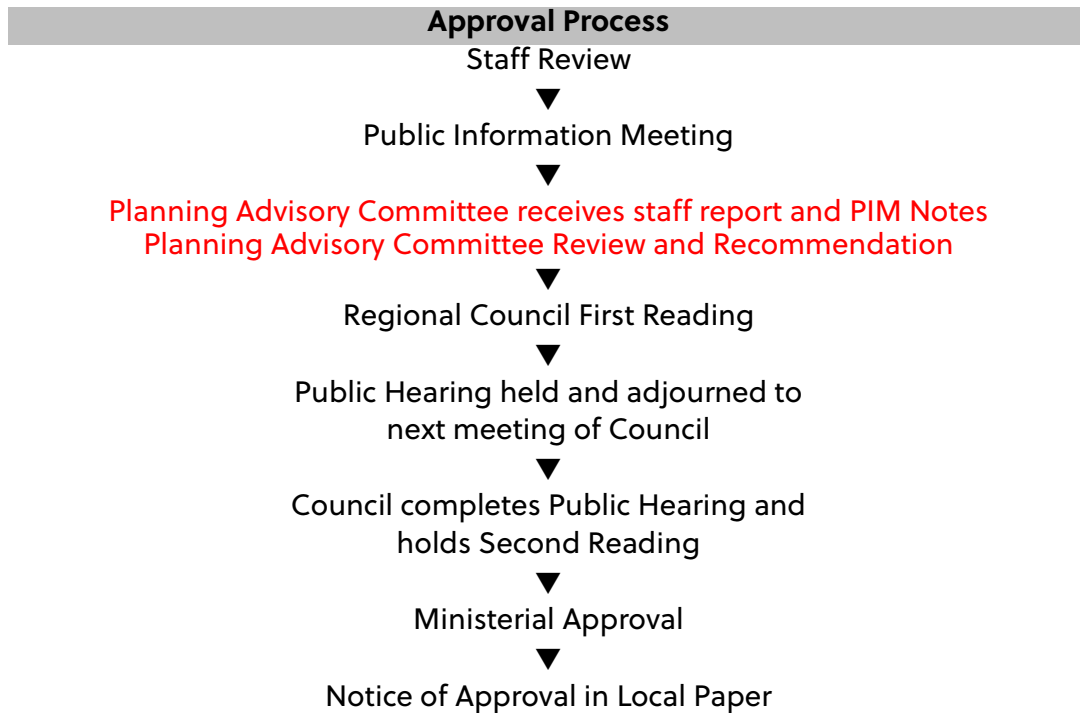
When drafting the amendments, (Appendix A), staff considered the Statement of Provincial Interest, the review of nearby municipal units mentioned above, the NBC, and the existing planning documents in order to develop amendments which increase affordable housing options in WHRM. The amendments include a name change in the West Hants documents from accessory apartments to secondary suites as this is the name used in the NBC.

4.11 Municipal Climate Change Action Plan

The Municipal Climate Change Action Plan (MCCAP) was not considered for this amendment as it is a text amendment.

5.0 NEXT STEPS

As noted above, the proposed amendments have been considered within the context of the general policies of the WHMPS and are consistent with the intent, objectives and policies of the WHMPS. The proposed amendment to permit secondary suites in single and two-unit dwellings reflects the intent of the existing Municipal Planning Strategy policies. As a result, staff recommends proceeding with the approval process for the proposed amendments.



6.0 FINANCIAL IMPLICATIONS

There may be an increase in households using water, sewer, and waste disposal services in the area. However, the increased services are expected to be paid for, at least in part, by the municipal taxes and service charges for property owners who are installing secondary suites or the tenant who may cover some of these fees through their rent. Property owners will be responsible for ensuring services are provided to the secondary suites.

7.0 ALTERNATIVES

In response to the application, PAC/HAC may:

- request further information on a specific topic;
- determine that the application does not meet the criteria of the WHMPS and make this recommendation to Council.

8.0 ATTACHMENTS

Appendix A Draft Amendments

Report Prepared by: _____

Saira Shah, Planner; and

Madelyn LeMay, Director of Planning and Development

Attachment A Draft Amendments

Note: coloured text indicates a change from the present WHMPS or WHLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the West Hants Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

MUNICIPAL PLANNING STRATEGY

1. Amend Section 4 Part 4.11, Housing, of the West Hants Municipal Planning Strategy by replacing the background material, Policy 4.11.1, 4.11.3 and Policy 4.11.4 with the following material so that Part 4.11 reads as follows:

4.11 Housing

Council **acknowledges** it is important to encourage the provision of housing that includes all residents of West Hants regardless of socio-economic status, age or physical or mental ability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community **needs to provide diverse housing types to satisfy the housing needs of its population.** Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. **A secondary suite within a dwelling** can provide a solution for those wishing to keep elderly or dependent family members nearby **and can increase affordable housing options for the greater community.** By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the existing dwellings and are compatible with the neighbourhood.

As a result, it shall be the policy of Council to:

Policy 4.11.1 encourage the provision of housing adequate to meet the needs of all residents of West Hants. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.

Policy 4.11.2 provide for the development of a range of housing types in West Hants.

Policy 4.11.3 include flexible development standards which encourage innovative housing development in the Land Use By-law.

Policy 4.11.4 permit **secondary suites** in single **and two-unit** dwellings **in all zones,** and regulate the size, location and appearance of secondary suites to

ensure the use remains small-scale and compatible with the neighborhood.

2. Amend Section 5 Part 5.3, Three Mile Plains Growth Centre Residential Policies, of the West Hants Municipal Planning Strategy by removing the term “accessory apartments” in Policy 5.3.1 so that it reads as follows:

Policy 5.3.1 It shall be the policy of Council to establish a Single Unit Residential (R-1) zone which will permit single unit dwellings and existing manufactured homes.

3. Amend Section 15 Part 15.1, Servicing Policies, of the West Hants Municipal Planning Strategy by replacing the phrase “accessory apartments in the Single Unit Residential (R-1) zone” with “secondary suites in single and two-unit dwellings” so that Part 15.1 reads as follows:

Council wishes to encourage development that makes maximum use of the existing infrastructure within the service area boundaries (Growth Centres). Other policies of this Strategy address infill development on existing undersized lots, multiple residential development in appropriate locations, and **secondary suites in single and two-unit dwellings**. Policies for grouped dwellings encourage more compact cluster developments that use less land and are more economical to service.

LAND USE BY-LAW

4. Add Secondary Suites, in Section 5, General Provisions for All Zones, of the West Hants Land Use By-law following Licensed Cannabis Uses as shown below:

Secondary Suites

5.57 Secondary Suites shall be permitted in single and two-unit dwellings in all zones.

5.58 In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:

- (a) no more than one (1) secondary suite shall be permitted within or attached to a dwelling unit;
- (b) alterations shall not change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (c) no new entrances shall be created on the front façade of the dwelling unit;
- (d) parking shall be provided as required in Section 5.31 in the side or rear yard of the lot; and
- (e) additions shall be limited to the rear yard of the exiting dwelling.

5. Remove from Section 8 Part 8.1 Permitted Uses of the West Hants Land Use By-law the listed permitted use “accessory apartments” so that Part 8.1 reads as follows:

Permitted Uses

8.1 The following uses shall be permitted in the Single Unit Residential (R-1) zone:

- Single unit dwellings
- Existing manufactured homes

6. Remove from Section 8 Part 8.3, Accessory Apartments- Special Requirements, from the West Hants Land Use By-law.

Accessory Apartments – Special Requirements

8.3 (removed in amendment File #20-27 effective *date*)

7. Amend Section 35, Definitions, of the West Hants Land Use By-law by removing the definition of “Accessory Apartment” and inserting the definition of “Secondary Suite” between the definitions of Scrap Operation and Self Storage Operations so that the definitions of “Accessory Apartment” and “Secondary Suite” read as follows:

Accessory Apartment (removed in amendment File #20-27 effective *date*)

Secondary Suite means a self-contained dwelling unit contained within a single or two-unit dwelling. The maximum floor area of a Secondary Suite is 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

Appendix C

Draft Amendments Recommended by PAC/HAC

Note: coloured text indicates a change from the present WHMPS or WHLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the West Hants Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

1. Amend Section 4 Part 4.11, Housing, of the West Hants Municipal Planning Strategy by replacing the background material, Policy 4.11.1, 4.11.3 and Policy 4.11.4 so that Part 4.11 reads as follows:

4.11 Housing

Council **acknowledges** it is important to encourage the provision of housing that **includes all residents** in West Hants regardless of socio-economic status, age or physical or mental disability. **Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community needs to provide diverse housing types to satisfy the housing needs of its population.** Housing must be available for seniors **and individuals** in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. **A secondary suite in a dwelling can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the original dwellings and are compatible with the neighbourhood.**

As a result, it shall be the policy of Council to:

Policy 4.11.1 encourage the provision of housing adequate to meet the needs of all **residents in West Hants. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.**

Policy 4.11.2 provide for the development of a range of housing types in West Hants.

Policy 4.11.3 **include flexible development standards which encourage innovative housing development in the Municipal Planning Strategy and Land Use By-law.**

Policy 4.11.4 **permit secondary suites in single and two-unit dwellings in all zones, with regulation regarding the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood.**

2. Amend Section 5 Part 5.3, Three Mile Plains Growth Centre Residential Policies, of the West Hants Municipal Planning Strategy by removing the term “accessory apartments” in Policy 5.3.1 so that it reads as follows:

Policy 5.3.1 It shall be the policy of Council to establish a Single Unit Residential (R-1) zone which will permit single unit dwellings and existing manufactured homes.

3. Amend Section 15 Part 15.1, Servicing Policies, of the West Hants Municipal Planning Strategy by replacing the phrase “accessory apartments in the Single Unit Residential (R-1) zone” with “secondary suites in single and two-unit dwellings” so that Part 15.1 reads as follows:

Council wishes to encourage development that makes maximum use of the existing infrastructure within the service area boundaries (Growth Centres). Other policies of this Strategy address infill development on existing undersized lots, multiple residential development in appropriate locations, and secondary suites in single and two-unit dwellings. Policies for grouped dwellings encourage more compact cluster developments that use less land and are more economical to service.

4. Insert, Secondary Suites, in Section 5, General Provisions for All Zones, of the West Hants Land Use By-law following Licensed Cannabis Uses as shown below:

Secondary Suites

5.57 Secondary Suites are permitted in single and two-unit dwellings in all zones.

5.58 In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:

- (a) no more than one (1) secondary suite shall be permitted per dwelling unit;
- (b) the secondary suite shall be contained within or attached to the dwelling unit;
- (c) no alterations shall change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (d) no new entrances shall be created on the front façade of the dwelling unit;
- (e) Notwithstanding section 5.31, a parking spaces shall not be required for each secondary suite; and
- (f) additions shall be limited to the rear yard of the dwelling unit.

5. Remove from Section 8 Part 8.1 Permitted Uses of the West Hants Land Use By-law the listed permitted use “accessory apartments” so that Part 8.1 reads as follows:

Permitted Uses

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Accessory Apartment (removed in amendment File #20-27 effective date)

Secondary Suite means a dwelling unit within a dwelling unit limited to a maximum of
(1) 80% of the total floor area of the dwelling unit if 80% is less than 862 ft² (80 m²)
or (2) 862 ft² (80 m²) or (3) greater as established in the National Building Code.

Attachment D Draft Amendments

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Text amendments to the West Hants Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

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- (c) no alterations shall change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (d) no new entrances shall be created on the front façade of the dwelling unit;
- (e) one (1) parking space shall be required for each secondary suite; and
- (f) additions shall be limited to the rear yard of the dwelling unit.

5. Remove from Section 8 Part 8.1 Permitted Uses of the West Hants Land Use By-law the listed permitted use “accessory apartments” so that Part 8.1 reads as follows:

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(1) 80% of the total floor area of the dwelling unit if 80% is less than 862 ft² (80 m²)
or (2) 862 ft² (80 m²) or (3) greater as established in the National Building Code.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: June 22, 2021

Subject: File # 20-29D: WMPS and LUB Text Amendment: Secondary Suites

LEGISLATIVE AUTHORITY

Municipal Government Act Section 210.

POSSIBLE MOTION

Following conclusion of the Public Hearing on July 27, should Council wish to complete the proposed amendment, the following motion would be in order:

...that Council amend the **Windsor** Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Attachment D of the Second Reading Report to Council dated June 22, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A Public Information Meeting was held on April 22, 2021 (Attachment A).

On May 13, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Attachment B).

Council held First Reading on May 25, 2021 (Attachment D).

NEXT STEPS



*anticipated dates; final dates will be set by Council

ATTACHMENTS

Attachment A	Public Information Meeting Notes – File 20-29 A
Attachment B	Staff Report Secondary Suites - File #20-29
Attachment C	First Reading Report – File # 20-29 B
Attachment D	Proposed Amendments

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, CAO

Attachment A
Public Information Meeting Notes
April 22, 2021- May 6, 2021
File 20-29A

Secondary Suites MPS and LUB Amendment Windsor

Meeting date and time	A public information meeting was held on April 22, 2021 beginning at 7 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Councillor Murley Madelyn LeMay, Director, Planning and Development Saira Shah, Planner Sara Poirier, Planner As this meeting was held virtually there were no members of the public present.
Applicant Family Resource Centre	Ms. Shah outlined the request from the Family Resource Centre to amend all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code.
File Number	20-29A
Comments	Three (3) written comments were received: Two (2) residents were in general support of the amendment. One (1) resident referred to the major housing crisis in the region. They believe the proposed changes could alleviate some of the housing issues and would like to see detached secondary suites considered in a future amendment. Another resident and Housing Support Worker (the applicant) felt this amendment would increase affordable housing options and make existing housing potentially more affordable for homeowners who would be able to rent the apartments to cover some of their mortgage costs. One (1) resident was opposed to not requiring parking for secondary suites in Windsor as they feel the downtown streets have parking problems now.
Adjournment	The presentation portion of the PIM ended at 7:08 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. Shah until May 6, 2021.
Attachment A	PIM Comments

Attachment A

(April 26, 2021 e-mail)

Hello,

I just wanted to add my comments to the public information hearing. I don't live in Windsor but my job requires me to find housing for folks in Windsor.

I would say there is a major housing crisis right now and the proposed changes would help alleviate some of that. I think the proposed changes are great and I hope they get passed.

I also hope that we can see them extend even further to include detached secondary dwellings.

Regards,

Kelly McGregor

(April 27, 2021 e-mail)

Dear Mayor and Council etal,

When I walk up Campbell Ave or around Lakeview Drive ,(the newer build area's) it looks very different than walking on Gerrish, King, Stanus or Victoria Street's.

Our historical downtown area is over 200 yrs old with the majority of the homes over 130 years old. Downtown was created before cars or parking concerns.

Downtown homes are either relatively small or large, mostly tight together, shared driveways , most built directly on the sidewalks or streets and parking is a issue.

Oil delivery companies will tell you that it's not that easy to park in downtown to deliver oil to our older homes.

I live on a older busy street with parking issues already. It has a very busy Day care with lots of drop offs and pick ups by many vehicles, home business's are becoming more permitted within our residential streets all adding to our parking woes.

I request that council keep our former planning strategy and maintain Secondary Suite's must have their own parking.

Sincerely, Denise Forand

May 4th, 2021 (via e-mail)

West Hants Regional Municipality
76 Morison Drive
PO Box 3000
Windsor NS B0N 2T0

To Whom It May Concern,

I am writing to express support to the by-law amendment to allow secondary suites to all single and two-unit residential dwellings in Windsor, Hantsport and West Hants.

I am a Housing Support Worker who lives and works in West Hants. The lack of affordable housing in this area is an ongoing issue that many of my clients are dealing with every day, which is why they need additional support from service providers such as myself and a housing locator, to help them find safe, affordable places to live.

A secondary suite, also known as a basement apartment, granny suite or in-law suite is defined by the Halifax Regional Municipality as a self-contained dwelling unit with a limited floor area which is located within a house or another building that contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.

According to the results of Canada Mortgage and Housing Corporation's Rental Market Survey conducted in October 2019, the Halifax CMA vacancy rate was 1% versus 1.6% in October 2018. (CMHC 2020). Allowing secondary suites more broadly is intended to support the creation of complete communities as well as meet affordable housing targets. (Halifax.ca).

If secondary suites are permitted, not only can it increase the amount of affordable housing opportunities within the West Hants Municipality, but they can also be used as a way that people who are struggling to afford their current place of residence. Having a secondary suite to rent out can give them extra cash flow to help make ends meet. In doing so, a small part can be played by increasing the vacancy rate and decreasing the number of people struggling with, who are at risk of or who are currently experiencing homelessness.

Sincerely,
Kayla Todd
Housing Support Worker
Family Resource Centre of West Hants

Appendix B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee(PAC/HAC)

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: May 13, 2021

Subject: File 20-29 Secondary Suites MPS and LUB Amendment **Windsor**

1.0 LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

2.0 RECOMMENDATION

Should the Planning and Heritage Advisory Committee (PAC/HAC) wish to forward a positive recommendation, the following motion would be in order:

...that Council give First Reading and hold a Public Hearing to consider amending the Windsor Municipal Planning Strategy and Land Use By-law to permit secondary suites in single and two-unit dwellings, in a manner substantively the same as Attachment A of the staff report to PAC/HAC dated May 13, 2021.

3.0 BACKGROUND

On December 11, 2020 the Family Resource Centre, a member of the West Hants Housing Coalition, applied for an amendment to all planning documents in West Hants Regional Municipality to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the National Building Code (NBC). The application was complete January 26, 2021.

West Hants Regional Municipality has a separate Municipal Planning Strategy and Land use By-law for each of Hantsport, Windsor and West Hants. The amendments for each set of documents must be considered separately. This report will deal only with the Windsor Municipal Planning Strategy (WMPS) and

Windsor Land Use By-Law (WLUB). There will be duplication of material within the three reports but this ensures that documentation for each separate amendment is complete.

WHRM staff categorized potential options to improve the amount of affordable housing as short, medium, and long-term depending on the amount of time required for any required changes. One of the short-term options was to permit secondary suites in single and two-unit dwellings and align the definition of secondary suites with the NBC definition.

The NBC defines a secondary suite as “*a self-contained dwelling unit with a limited floor area which is contained within a house or another building which contains only residential occupancies. The Secondary Suite and the Main Suite must constitute a single real estate entity.*” The NBC also limits the size of a suite to 80% of the total floor area of the main dwelling unit to a maximum of 861 ft² (80 m²), and includes requirements for ceiling height, smoke alarms, separation of units, ventilation, egress, and heating systems to ensure both the secondary and main suites are safe for occupancy.

The WMPS does not refer to secondary suites but does permit a similar type of unit, “accessory apartments”, in the Single Unit Residential (R-1) zone. The maximum size for accessory apartments in the WLUB is 25% of the floor area of the dwelling, which is smaller than the NBC permits.

4.0 DISCUSSION

4.1 Provincial Support for Secondary Suites

All municipalities in Nova Scotia that have planning documents are required to have specific policies related to housing as there is a *Statement of Provincial Interest* regarding housing. The Provincial goal is to provide housing opportunities to meet the needs of all Nova Scotians. This is achieved by having policies that specifically address affordable housing, special-needs housing and rental accommodations. The Province requires the Municipality to consider permitting higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types. Section 5.0 of the WMPS addresses housing and residential uses.

Secondary suites can reflect this Provincial intention and be part of the solution by providing an affordable housing option that does not appear to increase density in low density neighbourhoods as the suites are located within an existing dwelling.

4.2 Municipal Support for Secondary Suites

The background material in Part 5.1 of the WMPS states: *With an aging population, the need for flexible housing options will continue to grow in the future. Small accessory apartments in single unit dwellings can provide a solution for those wishing to keep elderly or dependant family members nearby. Although tenancy cannot be restricted to family members, by strictly regulating the size and appearance of these apartments, Council can ensure that the building retains the appearance of a single unit dwelling and remains compatible with the neighbourhood.*

Policy 5.1.3 specifically permits accessory apartments within or attached to the main dwelling in the Single Unit Residential (R-1) zone and outlines that the size, location and appearance of the apartments will be limited in the WLUB to ensure the use remains compatible with low density neighbourhoods.

On February 23, 2021 Council approved in principle all recommendations presented in the RAD Consulting report. Recommendation 12 encourages Council to address affordable housing by considering options such as secondary suites.

Based on the material in Part 5.1 of the WMPS and the recommendation from the RAD Consulting report, staff consider Council to be in general support of secondary suites (accessory apartments) in Windsor as an affordable housing option.

4.3 Review: Secondary Suites as a Permitted Use in Nearby Municipal Units

When developing the amendments, staff reviewed the planning documents in neighbouring municipalities that have recently updated land use requirements for secondary suites. The detailed review can be found in the staff report titled "2021-05-13 File 20-27 Secondary Suites MPS and LUB Amendment West Hants".

The background material and policy that permit accessory apartments in Windsor are currently in Part 5.1 Single Unit Residential. The proposal is to replace this with a housing section in the WMPS General Land Use Policies similar to Part 4.11 of the West Hants Municipal Planning Strategy. This proposed amendment will ensure the general housing policies for the Region are similar and meet the requirements of the Statements of Provincial Interest.

4.4 Parking Requirements for Secondary Suites

HRM was the most recent Municipality to consider amendments to permit secondary suites. It is also the only Municipality which does not require parking for a secondary suite. Although several HRM residents stated concerns about parking for suites, HRM staff state in a December 2019 staff report several reasons why additional parking may not be needed or may create a burden which may decrease the number of secondary suites installed:

Under the Integrated Mobility Plan, HRM is working to reduce parking requirements overall and instead allow the market to determine its own needs. Additional parking requirements for secondary and backyard suites may be unwarranted in some areas or unnecessarily limit the location of where such uses can be created. The cost of an additional parking space may also add to the cost of the overall development, thereby increasing the costs that may be needed to be recovered through rents. Further, parking requirements may be unnecessary in cases where tenants do not own or cannot operate an automobile, or in neighbourhoods that are close to services and have access to transit.

Section 5.25 of the WLUB requires one (1) parking space for each dwelling unit. Section 8.3 (h) of the WLUB requires parking for accessory apartments be provided in accordance with Section 5.25 and the parking space must be located in the side or rear yard of the lot.

Although WHRM staff are recommending that one (1) space be required for secondary suites regulated by the West Hants MPS and LUB, staff are not recommending parking be required within the areas regulated by either the Windsor or Hantsport Municipal Planning Strategies and Land Use By-laws.

WHRM staff asked Troy Burgess to comment on parking requirements as he was Traffic Authority for the Town of Windsor and is now Manager of Public Works Operations and Traffic Authority for Municipal roads in WHRM. Mr. Burgess stated when parking is not available for all tenants they typically park on the street which has caused operational issues in the past for snow and ice removal but also street sweeping and street repairs. He mentioned the HRM winter parking ban makes it easier for that Municipality to carry out snow clearing operations. WHRM uses section 129 of the Motor Vehicle Act to address parking during snow and ice events. Public Works has closed streets in the past, particularly Gerrish Street, to carry out snow removal as on-street parking has been an issue in that area. Mr. Burgess appreciates the goal of reducing barriers to affordable housing but thinks a parking requirement for secondary suites would be in the best interest of the Municipality. When asked if alternative options are available for winter parking Mr. Burgess mentioned the parking areas at the community centre and swimming pool have been rented in the past. Dianne Levy, Manager of Recreation and Facilities, stated winter parking is currently available at the pool parking lot from December 1 to March 30 at a cost of \$45 per month plus HST for each space. Although there is room for between six (6) and eight (8) vehicles, only two (2) permits were sold this year.

The RAD Consulting report included several recommendations that relate to parking. Recommendation 4 *Prepare an Integrated Mobility Plan* encourages Council to consider alternative transportation options and develop a mobility plan similar to the Halifax Integrated Mobility Plan. HRM staff stated the Integrated Mobility Plan and HRM's Council's intention to reduce reliance on personal vehicles was one of the reasons for not requiring a parking space for secondary

suites. Recommendations 9 and 11 of the RAD report focus on creating walkable communities and addressing climate change. Not requiring a parking space for secondary suites in walkable communities will align with these recommendations as it could increase affordable housing options for residents without a personal vehicle and encourage more residents to walk to services and reduce Greenhouse Gas emissions.

Although having adequate parking to meet the needs of residents is important, staff recommend not requiring parking for secondary suites in Windsor, as the potential burden of a parking requirement may hinder the opportunity to increase affordable housing options and may undermine the development of a more walkable community. The secondary suite may be intended for a grandparent who no longer drives or a single parent who can not afford a vehicle. In both situations, the individual may be purposely choosing a housing location close to services, enabling them to remain independent in the community without a vehicle. The lack of a parking requirement would not prevent a property owner from creating an additional parking space if there is room and it is needed. It would ensure that smaller properties that may not have room for an additional parking space, but are close to services, would be able to have a secondary suite.

A number of additional assumptions underly requiring a parking space for every dwelling unit:

- everyone wants, needs or can afford to have a car;
- the best use of serviced land is for parking;
- that unless parking is provided, housing should not be permitted; and
- ensuring the most efficient use of areas serviced with sewer and water is secondary to providing parking.

Requiring parking for each unit reduces potential infill development and keeps the supply of dwelling units from meeting demand. This inflates housing prices, which in turn inflates rents...all of which tends to force those least able to pay for housing to more car-dependent neighbourhoods on the outskirts of denser residential areas.

4.5 Lot Coverage

Lot coverage is a term defined in the WLUB: *the percentage of the lot that is covered by buildings, also known as the building footprint; maximum lot coverage means the largest allowable area that can be covered by any building or buildings on a lot.*

The maximum lot coverage in the WLUB is 50%. Staff recommend removing the lot coverage restriction as part of the amendment as the requirement disproportionately prevents property owners with smaller lots from constructing accessory apartments. NBC requirements and WLUB yard requirements would

still apply which ensures development is compatible with the neighbourhood without the need for a maximum coverage restriction.

4.6 Floor Area

WLUB has a maximum floor area requirement for accessory apartments that is smaller than that allowed in the NBC. 25% of the total floor area of the structure in Windsor may be used, compared to 80% of the total floor area of the main dwelling unit or a maximum of 861 ft² (80 m²) allowed in the NBC.

Most planning documents reviewed by staff include a specific maximum floor area requirement that aligns with the NBC except Kings which, as noted above, only refers to the NBC: *Secondary Suite means a secondary suite as defined by the National Building Code, as amended from time to time.* Staff considered the Kings definition as it aligns with the NBC without including the specific maximum floor area requirements. This ensures the planning documents do not need to be amended every time the NBC changes.

However, for ease of administration, staff have included the maximum floor area requirements in the proposed definition, which lets the Development Officer issue a permit if the maximum size is increased in the NBC without amendment to the definition in the WLUB.

4.7 Number of Secondary Suites per Lot

In areas regulated by the WLUB, the number of main buildings which can be constructed on most lots as-of-right is now limited to one (1). There are some lots with more than one main building which may have been constructed prior to land use regulation, or others which have specific provision in the WLUB such as the General Commercial (GC) zone.

In Windsor only one (1) accessory apartment is permitted on a lot. If a two-unit dwelling or multiple single unit dwellings are located on one lot and held in the same ownership, this regulation would prevent a secondary suite in more than one of the dwellings. Staff recommends removing potential barriers and ensuring secondary suites are permitted in single and two-unit dwellings regardless of the number of single and two-unit dwellings on a lot by permitting one (1) secondary suite in each dwelling on a lot.

4.8 Zones

Many dwellings exist outside residential zones; these may be permitted under the present WLUB (such as in the General Commercial (GC) Zone) or may have been constructed prior to the enactment of land use regulation.

The proposed amendments would permit secondary suites to be constructed in single and two-unit dwellings in any zone to accommodate residential uses that exist outside of residential zones.

4.9 Appearance of the Main Dwelling Unit

The present requirements listed below for accessory apartments in the WLUB have been incorporated in the proposed amendments to ensure the intention of Council expressed in the 2005 Windsor MPS is maintained. These are:

- the suite must be within or attached to the dwelling unit;
- the roof line or height of the existing dwelling unit can not be changed unless it is to accommodate dormers or is a structural necessity for public safety;
- no new entrances can be installed on the front of the dwelling unit for the suite; and
- additions to accommodate the suite must be at the rear of the dwelling unit.

These requirements are intended to ensure dwellings with secondary suites remain visually compatible with low-density neighborhoods. If the roof line and height of the dwelling unit are not altered, the entrance to the suite is not visible from the front of the dwelling unit and any additions to accommodate the suite are only located in the rear of the dwelling unit the visual appearance from the street of the dwelling unit with a secondary suite will in most instances not differ from the original building. Corner lots are the main exception as the rear yard for a corner lot is visible from the side street. Council has identified maintaining the visual appearance of a low-density neighborhood as important in the present WMPS: *By regulating the size and appearance of these apartments, Council can ensure that the building retains the look of the original dwelling and are (sic) compatible with the neighbourhood.*

Inclusion of these requirements reflects Council's intention and does not prevent creation of most secondary suites.

PAC/HAC may recommend or Council can change its intention and remove these requirements if maintaining the appearance of a low-density neighborhood is no longer a priority or it is determined that the appearance can be maintained without these requirements.

4.10 Draft Amendments

When drafting the amendments, (Appendix A), staff considered the Statement of Provincial Interest, the review of nearby municipal units mentioned above, the NBC, and the existing planning documents in order to develop amendments which increase affordable housing options in WHRM. The amendments include a

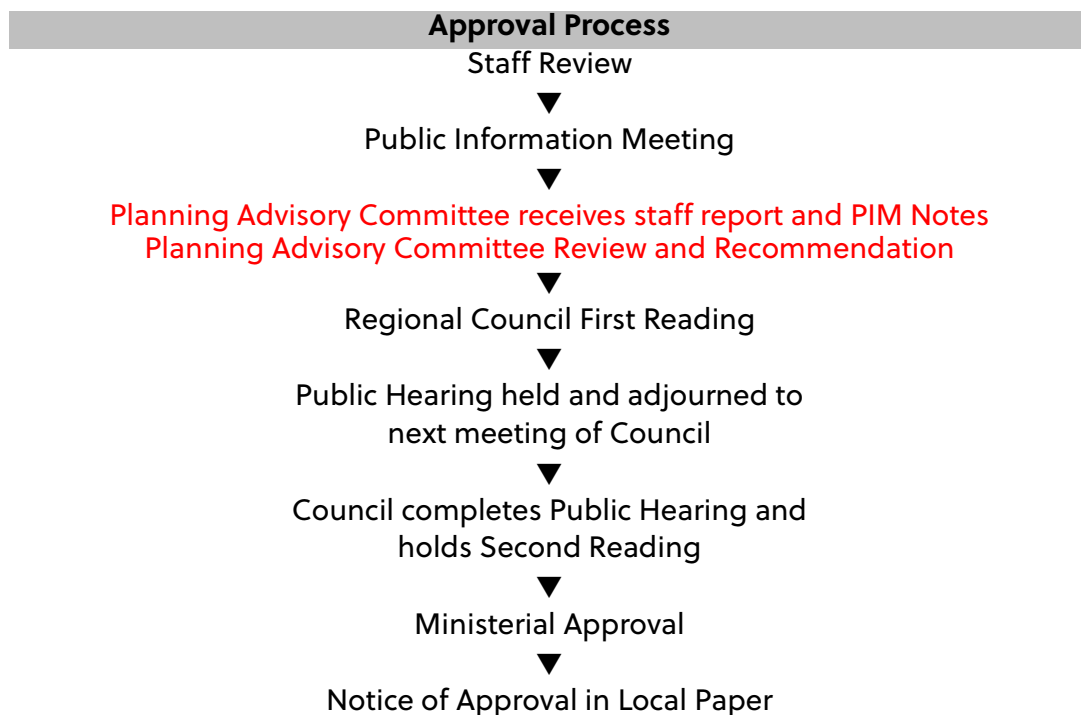
name change in the Windsor documents from accessory apartments to secondary suites as this is the name used in the NBC.

4.11 Municipal Climate Change Action Plan

The Municipal Climate Change Action Plan (MCCAP) was not considered for this amendment as it is a text amendment.

5.0 NEXT STEPS

As noted above, the proposed amendments have been considered within the context of the general policies of the WMPS and are consistent with the intent, objectives and policies of the WMPS. The proposed amendment to permit secondary suites in single and two-unit dwellings reflects the intent of the existing policies of the Windsor Municipal Planning Strategy. As a result, staff recommends proceeding with the approval process for the proposed amendments.



6.0 FINANCIAL IMPLICATIONS

There may be an increase in households using water, sewer, and waste disposal services in the area. However, the increased services are expected to be paid for, at least in part, by the municipal taxes and service charges for property owners who are installing secondary suites or the tenant who may cover some of

these fees through their rent. Property owners will be responsible for ensuring services are provided to the secondary suites.

7.0 ALTERNATIVES

In response to the application, PAC/HAC may:

- request further information on a specific topic;
- determine that the application does not meet the criteria of the WMPS and make this recommendation to Council.

8.0 ATTACHMENTS

Appendix A Draft Amendments

Report Prepared by: _____
Saira Shah, Planner

Madelyn LeMay, Director of Planning and Development

Attachment A Draft Amendments

Note: coloured text indicates a change from the present WMPS or WLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the Windsor Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

1. Amend Section 4.0, General Land Use Policies, of the Windsor Municipal Planning Strategy by inserting Part 4.18 Housing following Part 4.17 Watercourses so that Part 4.18 reads as follows:

4.18 Housing

Council acknowledges it is important to encourage the provision of housing that includes all residents in Windsor regardless of socio-economic status, age or physical or mental disability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community needs to provide diverse housing types to satisfy the housing needs of its population. Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. A secondary suite in a dwelling can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the greater community. By regulating the size and appearance of these suites, Council can ensure that the buildings retain the look of the original dwellings and are compatible with the neighbourhood.

As a result, it shall be the policy of Council to:

Policy 4.18.1 encourage the provision of housing adequate to meet the needs of all residents of Windsor. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.

Policy 4.18.2 provide for the development of a range of housing types in Windsor.

Policy 4.18.3 include flexible development standards which encourage innovative housing development in the Land Use By-law.

Policy 4.18.4 permit secondary suites in single and two-unit dwellings in all zones, and regulate the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood.

2. Amend Section 5.0 Part 5.1, Single Unit Residential, of the Windsor Municipal Planning Strategy by replacing "single unit residential" with "Single Unit

Residential (R-1)”, and removing the phrases “With an aging population, the need for flexible housing options will continue to grow in the future. Small accessory apartments in single unit dwellings can provide a solution for those wishing to keep elderly or dependant family members nearby. Although tenancy cannot be restricted to family members, by strictly regulating the size and appearance of these apartments, Council can ensure that the building retains the appearance of a single unit dwelling and remains compatible with the neighbourhood.” and policy 5.1.3 so that Part 5.1 reads as follows:

5.1 Single Unit Residential

The **Single Unit Residential (R-1) zone** encompasses areas in which the predominant existing use is single detached dwellings. The previous Land Use By-law also pre-zoned several blocks of vacant land for single detached residential development. Those areas, located on College Road, Payzant Drive and Underwood Drive, will also be zoned **Single Unit Residential (R-1)** under this Strategy and Land Use By-law.

Policy 5.1.1 It shall be the policy of Council to establish a Single Unit Residential (R-1) zone for areas where the predominant existing use is single unit dwellings.

Policy 5.1.2 In addition to zoning areas of existing single unit residential development, Council shall consider pre-zoning areas for future single unit residential use where the need is anticipated and the use is considered compatible with the surrounding area.

Policy 5.1.3 (removed in amendment File #20-27 effective date)

3. Insert Secondary Suites in Section 5.0, General Provisions for All Zones, of the Windsor Land Use By-law following Urban Agricultural Uses as shown below:

Secondary Suites

5.45 Secondary Suites are permitted in single and two-unit dwellings in all zones.

5.46 In addition to all other regulations of this By-law, the following provisions shall apply to secondary suites:

- (a) no more than one (1) secondary suite shall be permitted within or attached to the dwelling unit;
- (b) no alterations shall change the roof line or increase the height of the existing dwelling unit except for the addition of dormers or structures necessary for public safety;
- (c) no new entrances shall be created on the front façade of the dwelling unit;

- (d) notwithstanding the parking requirements of Section 5.31, off-street parking shall not be required for the secondary suite; and
- (e) additions shall be limited to the rear yard of the dwelling unit.

4. Remove from Section 8.0 Part 8.1 Permitted Uses of the Windsor Land Use By-law the listed permitted use “accessory apartments” so that Part 8.1 reads as follows:

Permitted Uses

- 8.1 The following uses shall be permitted in the Single Unit Residential (R-1) zone:
- Single unit dwellings

5. Remove from Section 8.0 Part 8.3, Accessory Apartments- Special Requirements, from the Windsor Land Use By-law.

Accessory Apartments – Special Requirements

8.3 (removed in amendment File #20-27 effective date)

6. Amend Section 31.0, Definitions, of the Windsor Land Use By-law by replacing the definition of “Accessory Apartment” with the following definition of “Secondary Suite” between the definitions of Scrap Yard and Senior Citizen Housing so that the definition of “Accessory Apartment” and “Secondary Suite” reads as follows:

Accessory Apartment (removed in amendment File #20-27 effective date)

Secondary Suite means a self-contained dwelling unit contained within a single or two-unit dwelling. The maximum floor area of a Secondary Suite is 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

Appendix C

Draft Amendments Recommended by PAC/HAC

Note: coloured text indicates a change from the present WMPS or WLUB and is provided only for the convenience of PAC/HAC and Council

Text amendments to the Windsor Municipal Planning Strategy and Land Use By-law to allow secondary suites in single and two-unit dwellings.

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As a result, it shall be the policy of Council to:

Policy 4.18.1 encourage the provision of housing adequate to meet the needs of all residents of Windsor. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.

Policy 4.18.2 provide for the development of a range of housing types in Windsor.

Policy 4.18.3 include flexible development standards which encourage innovative housing development in the Land Use By-law.

Policy 4.18.4 permit secondary suites in single and two-unit dwellings in all zones, and regulate the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood.

2. Amend Section 5.0 Part 5.1, Single Unit Residential, of the Windsor Municipal Planning Strategy by replacing "single unit residential" with "Single Unit

Residential (R-1)”, and removing the phrases “With an aging population, the need for flexible housing options will continue to grow in the future. Small accessory apartments in single unit dwellings can provide a solution for those wishing to keep elderly or dependant family members nearby. Although tenancy cannot be restricted to family members, by strictly regulating the size and appearance of these apartments, Council can ensure that the building retains the appearance of a single unit dwelling and remains compatible with the neighbourhood.” and policy 5.1.3 so that Part 5.1 reads as follows:

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Policy 5.1.2 In addition to zoning areas of existing single unit residential development, Council shall consider pre-zoning areas for future single unit residential use where the need is anticipated and the use is considered compatible with the surrounding area.

Policy 5.1.3 (removed in amendment File #20-27 effective date)

3. Insert Secondary Suites in Section 5.0, General Provisions for All Zones, of the Windsor Land Use By-law following Urban Agricultural Uses as shown below:

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- (d) no new entrances shall be created on the front façade of the dwelling unit;

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Secondary Suite means a self-contained dwelling unit contained within a single or two-unit dwelling. The maximum floor area of a Secondary Suite is 80% of the total floor area of the main dwelling unit to the maximum established in the NBC or 862 ft² (80 m²), whichever is greater.

Attachment D Draft Amendments

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WEST HANTS REGIONAL MUNICIPALITY
Mayor's Report

To: **West Hants Regional Municipality Council**
Submitted by: **Mayor Zebian**
Date: **June 22, 2021**

Congratulations Council on passing the 2021/2022 budget with an 'across the board' tax decrease of 0.02, and heavily investing in infrastructure, community halls, recreation programming, and rural transportation.

I attended the virtual Atlantic Mayors Congress. It was very interesting to hear from many Mayors from all across the Atlantic Provinces and listen to the issues they face, projects they are working on, and solutions to problems they have encountered. Hearing these various individuals speaking about their respective municipal units greatly helps me appreciate more how fortunate we are in West Hants and how strong our Municipal unit is.

The branding committee continues to meet, and we are very close to finalizing the new brand. I have to continue giving full credit for this resident driven process and the amazing results it is delivering. As a new region it is beyond exciting- new beginnings for a stronger future, where something inspiring awaits!

I've had some conversations with numerous government departments on various topics. The amount of work currently, and in the near future, here in West Hants would make any municipal unit envious. I just wish to stress to everyone, residents and councillors, on how fortunate we really are.

I had the honour of attending a ceremony at Glooscap First Nation and on the waterfront, to honour the 215 children whose remains were found in Kamloops, BC. We can never forget the past and must always strive to do better in the

future. Calm, patience, understanding, and compromise will be the key to success going forward.

I had the privilege and absolute honour of speaking at a vigil in Cambridge, Kings County for the Muslim family that was murdered in London, Ontario by a young, racist individual. I took the opportunity to highlight the fear that is felt today by not only the Muslim community, but to all minority communities including indigenous, Black, and LGBTQ. We must not be silent witnesses to these heinous acts of racism, and we must protect every human being!

And just a reminder that the local farmers markets have opened up again and have so much variety to offer. I highly recommend everyone promote our local choices and be proud of what our residents have to offer.

Mayor Zebian



Committee of the Whole Excerpts
June 8, 2021

2021 Provincial Funding Applications

Provincial Capital Assistance Program (PCAP):

The Provincial Capital Assistance Program supports investment in high priority municipal infrastructure projects. Municipalities can apply for funding from the Provincial Capital Assistance Program to help reduce the cost of infrastructure projects. You can apply until 29 June 2021.

You need to use the funding for municipally owned infrastructure projects like:

- water supply
- sewage disposal
- solid waste management

Projects that reduce or eliminate actual and potential environmental and health problems in the municipality are given priority.

Flood Risk Infrastructure Investment Program (FRIIP):

The Flood Risk Infrastructure Investment Program promotes investment in infrastructure needed to protect communities from flooding. Municipalities can apply for funding from the Flood Risk Infrastructure Investment Program to support studies needed to understand flooding or construction of infrastructure to protect against floods. You can apply until 29 June 2021.

You need to use the funding to create:

- river training and floodway improvements
- floodwater containment and flood intensity mitigation
- studies including mapping to identify flood-prone areas and identification of potential solutions to mitigate flood impacts

...THAT COUNCIL SUPPORT AN APPLICATION TO THE 2021 PROVINCIAL CAPITAL ASSISTANCE PROGRAM (PCAP) TO FUND 50% OF THE CENTENNIAL DRIVE STORMWATER CULVERT REPLACEMENT PROJECT, WITH THE REMAINING FUNDS TO COME FROM COMMUNITY BUILDING FUND RESERVE.

...THAT COUNCIL SUPPORT AN APPLICATION TO THE 2021 FLOOD RISK INFRASTRUCTURE INVESTMENT PROGRAM (FRIIP) TO FUND 50% OF A WINDSOR FLOOD RISK IMPACT STUDY, WITH THE REMAINING FUNDS TO COME FROM COMMUNITY BUILDING FUND RESERVE.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Members of West Hants Council

Submitted by: 
Todd Richard

Date: June 8, 2021

Subject: 2021 Provincial Funding Assistance Applications

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION or DECISION REQUEST

It is recommended that:

Council support an application to the 2021 Provincial Capital Assistance Program (PCAP) to fund 50% of the Centennial Drive Stormwater Culvert Replacement Project, with the remaining funds to come from Community Building Fund Reserve.

And,

Council support an application to the 2021 Flood Risk Infrastructure Investment Program (FRIIP) to fund 50% of a Windsor Flood Risk Impact Study, with the remaining funds to come from Community Building Fund Reserve.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☒	Social ☐	Economic ☐	Councillor Activity ☐
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On May 21, 2021 applications for the Provincial Capital Assistance Program (PCAP) and Flood Risk Infrastructure Investment Program (FRIIP) were made available for Municipal application. This same PCAP source funding has been used in the past for the Falmouth Stormwater Study (2015), Hantsport Stormwater Study (2017) and Three Mile Plains Stormwater Study (2018).

A Resolution of Council supporting the applications is required to be submitted at the time of application.

Provincial Capital Assistance Program (PCAP):

The Provincial Capital Assistance Program supports investment in high priority municipal infrastructure projects. Municipalities can apply for funding from the Provincial Capital Assistance Program to help reduce the cost of infrastructure projects. You can apply until 29 June 2021.

You need to use the funding for municipally owned infrastructure projects like:

- water supply
- sewage disposal
- solid waste management

Projects that reduce or eliminate actual and potential environmental and health problems in the municipality are given priority. Priority is also given to projects that include collaborating with multiple municipalities or have beneficial impacts for larger populations.

Projects that open up land for new residential, commercial or industrial development are not eligible for funding.

Eligible project costs include:

- engineering work, including preliminary engineering studies, cost for preparing design drawings and specifications, and costs of construction inspection and administration
- costs of construction and equipment according to the plans and specifications
- costs of acquiring land
- costs of acquiring property easements where the land remains with the land owner, but the municipality is given the right to use the land

Ineligible project costs include:

- interim financing costs
- employment costs
- equipment and furniture purchases

Flood Risk Infrastructure Investment Program (FRIIP):

The Flood Risk Infrastructure Investment Program promotes investment in infrastructure needed to protect communities from flooding. Municipalities can apply for funding from the Flood Risk Infrastructure Investment Program to support studies needed to understand flooding or construction of infrastructure to protect against floods. You can apply until 29 June 2021.

You need to use the funding to create:

- river training and floodway improvements
- floodwater containment and flood intensity mitigation
- studies including mapping to identify flood-prone areas and identification of potential solutions to mitigate flood impacts

You can use the funding to invest in infrastructure not owned by a municipality if you demonstrate that everyone who owns the infrastructure agrees on the project. You can't use funding for stormwater management.

Projects that include collaborating with multiple municipalities or have beneficial impacts for larger populations are given priority.

Eligible project costs include:

- engineering work including preliminary engineering studies, costs for preparing design drawings and specifications, and costs of construction inspection and administration
- costs of construction and equipment according to the plans and specifications
- costs of acquiring land and property easements

Ineligible project costs include:

- interim financing costs
- costs for stormwater management
- employment costs
- equipment and furniture purchases

DISCUSSION

Staff has reviewed the purpose and eligibility of the PCAP and FRIIP funds and have identified the Centennial Drive Stormwater Culvert and Windsor Flood Risk Study as suitable projects for application to these programs.

NEXT STEPS

Pending approval of Council; municipality staff will proceed with the application processes to pursue both of these provincial funding grants.

FINANCIAL IMPLICATIONS

The Centennial Drive Stormwater Culvert Replacement Project is identified in the proposed 2021-22 Capital Budget, funded through the Canada Community Building Fund (CCBF).

The Windsor Flood Risk Impact Study is a new project for Council to consider and would support future rehabilitation projects and planning. To be funded the Canada Community Building Fund.

These proposed projects are also eligible under this following Provincial programs, and we are able under Canada Community Building Fund to stack the funding. This will reduce the withdraw from the Canada Community Building Fund reserve. The below pricing includes Net HST.

Project Name	Type of Costs	Estimated Cost	% Funded	Municipal Sources
PCAP	Construction Fees	\$100,000	50%	\$50,000
FRIIP	Professional Fees	\$70,000	50%	\$35,000

ALTERNATIVES

1. Council may choose not to support one or both of these projects.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation. It is important to apply for the noted funding programs as they become available. It is regrettable that the notice of application is sudden, and the deadline is short. Due to the potential costs of the work and study they will be brought forward to Council for review due to our procurement requirements.

Report Prepared by: 
Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by: 
Todd Richard, Director of Public Works

Report Approved by: 
Mark Phillips, Chief Administrative Officer



Committee of the Whole Excerpts
June 8, 2021

Glooscap First Nation and WHRM Council Meeting

It would be beneficial on WHRM Council's part to build the relationship with Glooscap First Nation and for WHRM Council to take steps to reconciliation and working together and building a stronger relationship.

**... THAT COUNCIL SEND A FORMAL INVITE TO
GLOOSCAP FIRST NATION AND CHIEF SIDNEY PETERS
AND THE COUNCILLORS OF THE FIRST NATION TO
HAVE A MEETING WITH WHRM COUNCIL TO DISCUSS
MANY TOPICS INCLUDING RECONCILIATION.**



Committee of the Whole Excerpts
June 8, 2021

Hantsport Fire Station Build Tender Award

The existing Hantsport Fire Station building constructed around 1970, is a one-story building consisting of an assembly hall and truck garage with five bays. The 2014 OPUS Report classified the building in “fair” condition, with numerous recommendations for upgrade and/or immediate improvement.

In January 2021, Council approved the Option 1 general design for the replacement Hantsport Fire Station at the existing Oak Street location, as provided by HarveyARCHITECTURE, and Council provided direction for staff to proceed with the release of a public Request for Proposal for the evaluation and selection of the project general contractor, in accordance with the approved Municipal procurement process.

In April 2021, HarveyARCHITECTURE completed the detailed design specification and drawings for the replacement Hantsport Fire Station for the Oak Street location. The public Request for Proposal closed on Thursday, May 13, 2021.

The recommended motion was...

... THAT COUNCIL AUTHORIZES STAFF TO ENTER INTO CONTRACT NEGOTIATIONS FOR THE HANTSPORT FIRE STATION CONSTRUCTION WITH AVONDALE CONSTRUCTION IN THE AMOUNT OF \$3,186,591.00 PLUS APPLICABLE TAXES AND CONTINGENCIES.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: 
Todd Richard

Date: May 25, 2021

Subject: Hantsport Fire Station Construction Tender Award

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION or DECISION REQUEST

It is recommended that Committee of the Whole:

...recommend to Council that Council authorize staff to enter into contract negotiations for the Hantsport Fire Station construction with Avondale Construction, in the amount \$3,186,591 plus applicable taxes and contingencies.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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The existing Hantsport Fire Station building constructed around 1970, is a one-story building consisting of an assembly hall and truck garage with five bays. The 2014 OPUS Report classified the building in "fair" condition, with numerous recommendations for upgrade and/or immediate improvement.

In 2018, following an independent renovation feasibility report by Architect Vincent den Hartog, an information report was presented to Municipality of the District of West Hants Committee of the Whole with the preliminary cost analysis of construction for a combined use facility to be shared by the Hantsport Fire Department and Public Works Department. In November 2019, a directive was received by the Public Works department to proceed with the development of a Request for Proposal (RFP) to perform the Design Services for the Hantsport Fire Department.

In 2019, Public Works issued a Request for Proposal for the provision of Design Services for a replacement Fire Station in the community of Hantsport to be modelled from the new fire station and municipal complex in Canning, NS. With only a single bid received for the Design, Municipality of the District of West Hants Council decided not to proceed with the design contract for a new fire station, and deferred any further actions until a new Council and budget was in place for the consolidated Municipality.

In accordance with Council direction in 2020, staff authorized the work to perform Geotechnical evaluation at the existing Hantsport Fire Station site by Harbourside Engineering.

In July 2020, following review of the Geotechnical evaluation by Harbourside Engineering and the Hazardous Materials evaluation by Strum Consulting; Council approved award of a contract to HarveyARCHITECTURE to proceed with the design component at the existing Oak Street location.

In January 2021, Council approved the Option 1 general design for the replacement Hantsport Fire Station at the existing Oak Street location, as provided by HarveyARCHITECTURE, and Council provided direction for staff to proceed with the release of a public Request for Proposal for the evaluation and selection of the project general contractor, in accordance with the approved Municipal procurement process.

In April 2021, HarveyARCHITECTURE completed the detailed design specification and drawings for the replacement Hantsport Fire Station for the Oak Street location. The public Request for Proposal closed on Thursday, May 13, 2021.

DISCUSSION

A public request for **Fixed Sum Bid** quotation was received on Thursday, May 13, with a total of four (4) proposals received. Proposals were reviewed and evaluated by Municipality staff, Hantsport Fire Station executive and by HarveyARCHITECTURE as the Project Consultant (Design Engineer/Architect) for this project.

Although the number one ranked contractor is not the low bidder the 7 month construction schedule compared to the low bidder of 18 months clearly gives good reasons to award the contract to Avondale Construction. The price difference between the two low bidders is \$17,591.

Rank	General Contractor	Compliant	Timeline	Bid Value
1	Avondale Construction	All Items Submitted	Dec. 2021	\$3,163,900.
2	Blunden Construction	Items Missing	Dec. 2022	\$3,144,000.
3	Mid-Valley Construction	All Items Submitted	Dec. 2021	\$3,267,680.
4	Roscoe Construction	All Items Submitted	Apr. 2022	\$3,461,281.

The above prices do not include separate prices submitted for having glass bay doors installed. The extra cost submitted by Avondale Construction is \$22,691, staff recommend proceeding with the glass door substitution (added difference in cost from standard bay doors).

It was noted that a few certificates were not included with the bid submission from Blunden Construction. These included their WCB Clearance Certificate, Named Insurance Certificate and Agreement to Bond. Although these items may be obtained with further pre-award discussions, it was recommended that considering the low relative bid value and aggressive timeline proposed by Avondale Construction, Avondale is the preferred General Contractor for this project. A short construction schedule would have many benefits including HFD members having a new facility in less than a year, substantial reduction in time for temporary storage of equipment, public works having access to the full use of the Hantsport depot along with reduction in disruption in the area of construction.

The Avondale Construction bid has been evaluated by HarveyARCHITECTURE and confirm that although their proposed timeline is aggressive, it is indeed achievable as confirmed through previous construction projects similar in nature to this project.

NEXT STEPS

Pending approval of Council; the Owner (Municipality) and Consultant (Harvey Architecture) will enter into pre-award meetings with proposed Contractor to confirm all technical specifications are understood and agreed to by all parties, that given conditions are met; and then a signed contract would be executed with Avondale Construction.

At these pre-award meetings, project timelines including milestones, sub-contractors and other project conditions would all be confirmed by all three parties involved in this construction contract.

FINANCIAL IMPLICATIONS

The financial implications for the estimated construction costs of design option 1

	OPTION 1 Design Approved by Council	Avondale Construction Fixed Sum Bid
Floor Area: Ground Floor	12,450 sf	12,450 sf
Floor Area: Mezzanine	1,903 sf	1,903 sf

Floor Area: Total Area	14,353 sf	14,353 sf
Total – Excluding Contingency & Tax	\$3,307,167.	\$3,163,900.
Unit Rate	\$230.42 /sf	\$220.43 /sf

Cost estimate to perform this work would be \$3,163,900 plus \$22,691 glass bay door option, plus \$187,372 project contingency, plus applicable taxes (\$144,743); **totaling \$3,518,706**, to be funded through long-term debt. This amount does include the demolition cost and remediation of both buildings on this lot (Current Hantsport Fire Station and Current Food Bank building).

\$3,888,974 was included in the 2021-22 Capital Budget, and as a class D estimate in previous report submitted to Council in January 2021. The difference of \$370,268 will be available for FF&E as needed. The total debt servicing expense in the 2021-22 operating budget is \$196,790.

The capital expenditure will be reviewed by the Municipality of Kings County, during their annual area rate meeting and approved by Kings County's Council. If approved, they would fund a portion debt servicing cost, determined by the annual call percentage rate. In previous area rate meetings, the Fire Stations has been presented.

ALTERNATIVES

1. Council may recommend contract negotiations to be conducted with an alternative Proponent; this is not the recommendation of staff.

ATTACHMENTS

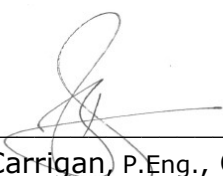
Letter of Award Recommendation from Michael Harvey, HarveyARCHITECTURE, dated May 18, 2021.

CHIEF ADMINISTRATIVE OFFICER REVIEW

The replacement of the Hantsport Fire Station is a project that has been reviewed thoroughly by this Council, HFD and Municipal Staff. Several reports and reference materials have been evaluated resulting in the confidence to forward the recommendation as proposed.

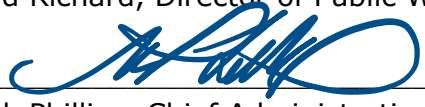
I support the recommendation.

Report Prepared by:


 Brad Carrigan, P.Eng., Capital Projects Engineer

J. Richard

Report Reviewed by: _____
Todd Richard, Director of Public Works

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer



7071 Bayers Road, Suite 3004, Halifax, NS B3L 2C2 • P: 902.444.0555 • F: 902.444.7522 • C: 902.456.0435 • mike@harch.ca

18 May, 2021

Mr. Brad Carrigan, P.Eng.
Project Engineer
West Hants Regional Municipality
PO Box 3000
100 King Street
Windsor, NS B0N 1T0

Brad,

Re: Hantsport Fire Station

Further to our Proposal Response Review Summary forwarded yesterday (copy attached), *harveyARCHITECTURE* recommends award to Avondale Construction in the amount of \$3,163,900.00 with proposed completion date of December 30, 2021. We have extensive experience with Avondale and, while the schedule is considered aggressive, we are of the opinion that they have the resources and procedures in place to deliver.

Note that we have had no conversations with any of the proponents since the close but can verify that the Avondale estimating department challenged the design team with the most questions and requests for clarifications. This gives us a level of confidence that they have been thorough.

Should you have any questions or require additional information, please advise.

Regards,

A handwritten signature in blue ink, appearing to read 'Mike', is written over a horizontal line. The signature is stylized and fluid.

Michael A. Harvey, MNSAA, LMRAIC



7071 Bayers Road, Suite 3004, Halifax, NS B3L 2C2 • P: 902.444.0555 • F: 902.444.7522 • C: 902.456.0435 • mike@harch.ca

May 17, 2021

**Re: Hantsport Fire Station
Proposal Review**

AVONDALE \$3,163,900.00

SCHEDULE:	December 30, 2021 (7 months)
ADDENDA:	Acknowledged all 6
SIGNED & DATED:	Yes
WCB CLEARANCE:	Yes
10% BID BOND:	Yes
AGREEMENT TO BOND:	Yes
INSURANCE CERTIFICATE:	Yes
(not required with proposal)	
CONSTRUCTION SAFETY:	Yes
SEPARATE PRICE GLASS DOORS:	+\$22,691.00
LIST OF MAJOR SUB-CONTRACTORS:	No

BLUNDEN \$3,144,000.00

SCHEDULE:	18 Months (December 2022)
ADDENDA:	Acknowledged all 6
SIGNED & DATED:	Yes
WCB CLEARANCE:	No
10% BID BOND:	Yes
AGREEMENT TO BOND:	No
INSURANCE CERTIFICATE:	No
(not required with proposal)	
CONSTRUCTION SAFETY:	Yes
SEPARATE PRICE GLASS DOORS:	+\$25,000.00
LIST OF MAJOR SUB-CONTRACTORS:	No

MID VELLEY \$3,267,680.00

SCHEDULE:	December 31, 2021
ADDENDA:	Acknowledged all 6
SIGNED & DATED:	Yes
WCB CLEARANCE:	Yes
10% BID BOND:	Yes
AGREEMENT TO BOND:	Yes
INSURANCE CERTIFICATE:	Yes
(not required with proposal)	
CONSTRUCTION SAFETY:	Yes
SEPARATE PRICE GLASS DOORS:	+\$53,000.00
LIST OF MAJOR SUB-CONTRACTORS:	Yes

ROSCOE \$3,461,281.00

SCHEDULE:	April 15, 2022 (10.5 months)
ADDENDA:	Acknowledged all 6
SIGNED & DATED:	Yes
WCB CLEARANCE:	Yes
10% BID BOND:	Yes
AGREEMENT TO BOND:	Yes
INSURANCE CERTIFICATE:	Yes
(not required with proposal)	
CONSTRUCTION SAFETY:	Yes
SEPARATE PRICE GLASS DOORS:	+\$27,200.00
LIST OF MAJOR SUB-CONTRACTORS:	Yes

Regards,



Michael A. Harvey, MNSAA, MRAIC



Committee of the Whole Excerpts
June 8, 2021

Mobile Canteen Vending By-law RV-001 First Reading

The Windsor Hawkers, Traders and Peddlers By-law (1998) permits mobile canteens in the community of Windsor if the owner receives a license from the Municipality. Upon direction of Council, staff reviewed the Hawkers, Traders and Peddlers By-law (1998) and Temporary Vendor By-law (2012) and propose changes to establish the Mobile Canteen Vending By-law.

The recommended motion was...

... THAT COUNCIL GIVES FIRST READING AND HOLD A PUBLIC HEARING TO CONSIDER APPROVING THE MOBILE CANTEEN VENDING BY-LAW, RV-001, IN A MANNER SUBSTANTIVELY THE SAME AS THE DRAFT SET OUT IN ATTACHMENT 'A' OF THE REPORT #20-26 TO THE COMMITTEE OF THE WHOLE DATED JUNE 6, 2021, WHICH WILL REPEAL THE HAWKERS, TRADERS AND PEDDLERS BYLAW, BYLAW #15, DATED MAY 6, 1998 AND THE TEMPORARY VENDOR BYLAW, BYLAW #40, DATED MARCH 12, 2012 OF THE FORMER TOWN OF WINDSOR.

... THAT COUNCIL APPROVES THE FEES FOR MOBILE CANTEENS AS OUTLINED IN TABLE 2 OPTION 3 OF THE REPORT #20-26 TO THE COMMITTEE OF THE WHOLE DATED JUNE 8, 2021, UNTIL SUCH TIME THAT A REGIONAL FEES POLICY IS IN EFFECT.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Members of West Hants Regional Council

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-08

Subject: Mobile Canteen Vending By-law; File #20-26

LEGISLATIVE AUTHORITY

MGA 172 Power to make By-laws

MGA 173 Vending on Streets

RECOMMENDATION or DECISION REQUEST

...that Council gives First Reading and will hold Public Hearing to consider approving the Mobile Canteen Vending By-law, RV-001, in a manner substantively the same as the draft set out in Attachment A of the report #20-26 to the Committee of the Whole dated June 6, 2021, which will repeal the Hawkers, Traders and Peddlers Bylaw, Bylaw #15, dated May 6, 1998 and the Temporary Vendor Bylaw, Bylaw #40, dated March 12, 2012 of the former Town of Windsor.

...that Council approve the fees for mobile canteens as outlined in Table 2 Option 2 of the report #20-26 to the Committee of the Whole dated June 8, 2021, until such time that a Regional Fees Policy is in effect.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A motion was approved by Council on September 22, 2020 to *"direct staff to prepare a report for Council on the by-laws and fees applicable for restaurants (including sidewalk cafés) and mobile vending units. It would be helpful to include information on the location permissions as well as comparable fees in our region for similar services along with any recommendations for changes staff may deem appropriate"*.

Background information can be found in the following reports:

September 9, 2020	Restaurants and Mobile Canteens: Agenda Request Form
February 9, 2021	Mobile Canteens and Sidewalk Cafés: Request for Direction Report to COTW
May 13, 2021	Mobile Canteen Vending By-law: Information Report to PAC/HAC

and minutes of the following Committees and Council meeting:

February 9, 2021	Committee of the Whole
May 13, 2021	Planning and Heritage Advisory Committee

DISCUSSION

Mobile Canteen

The Windsor Hawkers, Traders and Peddlers By-law (1998) permits mobile canteens in the community of Windsor if the owner receives a license from the Municipality.

Upon direction of Council, staff reviewed the Hawkers, Traders and Peddlers By-law (1998) and Temporary Vendor By-law (2012) and propose the following changes:

- extend the By-law to the rest of the Region;
- the Development Officer be specified as the licensing authority;
- describe supporting documentation to accompany an application for a mobile canteen;
- ensure applications for mobile canteens consider parking, safety, access to the property, and garbage collection;
- prohibit mobile canteens from having permanent, direct connection to municipal water, wastewater and sewer service;
- permit mobile canteens in areas where restaurants are permitted as per the relevant Land Use By-law;
- outline when a mobile canteen is permitted on municipal property for an event or holiday upon authorization of the CAO;

- outline that for events or holidays the licensing authority will consult with the Economic Development Manager and/or Event Coordinator to determine how many and what type of mobile canteens should be permitted for the event;
- outline a process for refusal or revocation of permits;
- identify a process for appeal by the applicant if the license is refused or revoked;
- specify that fees will be set in the Municipal Fees Policy;
- repeal the Windsor Hawkers, Traders and Peddlers By-law (1998) and Temporary Vendor By-law (2012)

The draft Mobile Canteen Vending By-law was taken to the Planning and Heritage Advisory Committee for discussion on May 13, 2021. The Committee discussed and agreed with the proposed Mobile Canteen Vending By-law as drafted. Staff also discussed the removal of specific licenses for other types of vending including auctioneering, transient vending, temporary vending and mobile refreshment stands. The Committee agreed to recommend removing the requirement for licensing for these specific uses, as there have been limited licenses issued in the past for these uses and not requiring these uses to be licensed does not prevent these uses from happening; it just allows them to happen without charging a fee or requiring a license for the use.

Fees

The Windsor Hawkers, Traders and Peddlers Bylaw (1998) outlines a fee of \$100 for three (3) months for mobile canteens.

Staff investigated the fees for mobile canteens in other Towns and Municipalities in Nova Scotia to see how West Hants Regional Municipality compared (Table 1).

Table 1: Comparison of License Fees for Mobile Canteens with other Towns and Municipalities

	Mobile Canteens
West Hants Regional Municipality	\$100 / three (3) months
Town of Wolfville	\$75 / canteen / event \$75 for vending on private property with a timeline set by the Development Officer
Town of Kentville	\$10 / event less than 10 days \$75 / canteen for a period less than three (3) months
Town of Bridgewater	\$25 / week \$75 / month \$200 / year
Town of Truro	No by-law or policy for mobile canteens

Town of Yarmouth	\$200 / month \$500 / year
Municipality of the District of East Hants	No by-law or policy for mobile canteens
Municipality of the County of Kings	\$500 / year
Municipality of the District of Lunenburg	Vending in Municipal Parks: \$25 / event (1 day) \$250 / season
Halifax Regional Municipality	Vending on Municipal Land: \$915 / year / food service vehicle

Staff compared the fees for two existing mobile canteen permits and provided potential options for changes to the fees (Table 2).

The fees for mobile canteens are comparable to other areas, however Council could determine if they would like to permit reduced time periods instead of only permitting mobile canteens for three (3) months at a time (Table 2, Option 2). Another suggestion from the discussion with staff and the Windsor Township Business Association was to change the fee structure to have one fee for mobile canteens that participate in a short-term event on public property and then have an incremental increase in fees based on how long the mobile canteen is located on one property (Table 2, Option 3).

Table 2: An Example of Possible Fee Amendments to the Hawkers, Traders and Peddlers By-law for Mobile Canteens

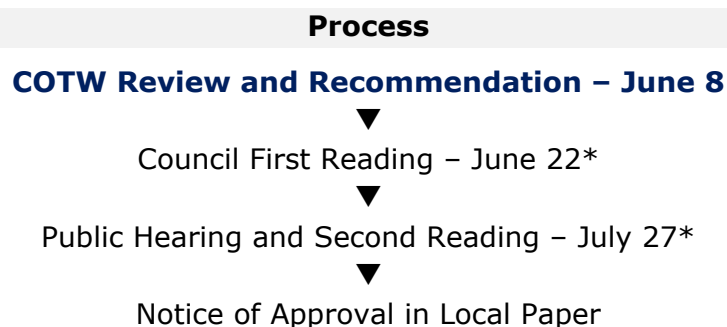
Option 1: Existing Mobile Canteen provisions in the Windsor Hawkers, Traders and Peddlers By-law	Option 2: Amend the Windsor Hawkers, Traders and Peddlers By-law to permit mobile canteens on a monthly, seasonal, or yearly basis	Option 3: Amend the Windsor Hawkers, Traders and Peddlers By-law to permit mobile canteens on a tiered system based on how long they are located on one property
\$100 / three (3) months	\$50 / one (1) month \$100 / three (3) months \$200 / season (May 15 – October 15) \$400 / year	\$25 / special event on public property (14 days or less) \$100 / three (3) months \$200 / an additional three (3) months on the same property

		\$300 / an additional three (3) months on the same property \$400 / an additional three (3) months on the same property \$1000 / year on the same property
--	--	--

The Planning and Heritage Advisory Committee had a lot of discussion on the proposed fees. Committee members were concerned that increasing the fees would deter mobile canteens in WHRM. PAC/HAC members noted that different fees could be considered for mobile canteens that are not in competition with other businesses (i.e., in the more rural areas of WHRM). They also noted that a mobile canteen is a much different experience than a restaurant and should not necessarily be compared in terms of fees.

Planning staff recommend the fee be amended to align with Table 2, Option 2 and that this fee be required of all mobile canteens throughout WHRM. This would ensure all mobile canteens are treated equally regardless of location in the Municipality and would align with fees required in more rural areas of Nova Scotia.

NEXT STEPS



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are fees associated with advertising the Public Hearing and notice of approval for the Mobile Canteen Vending By-law. The advertising can be accommodated in the budget.

Any amendments to the fees in the by-law would have a financial impact on business owners within the Region. This financial impact could be positive if the fees are reduced, or negative if the fees are increased.

ALTERNATIVES

In response to this recommendation report, Committee of the Whole may:

- recommend that Council hold First Reading and schedule a Public Hearing to consider approving the Mobile Canteen Vending By-law as drafted or as specifically revised by direction of COTW;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	Draft WHRM Mobile Canteen Vending By-law
Attachment B	Windsor Hawkers, Traders and Peddlers By-law (1998)
Attachment C	Windsor Temporary Vendor By-law (2012)

CHIEF ADMINISTRATIVE OFFICER REVIEW

I concur with the remarks made in the report. Promoting mobile canteens is a positive reflection on the Municipality. As with Sidewalk Cafes, mobile canteens add to the vibrancy of events, growth centers and our general community. Ensuring the application process is easy helps to attract and retain the canteens and minimizes staff administrative requirements.

With respect to the fees, the recommended option finds a balance between encouraging their presence but increasing the fee in association with the time they are present in the Municipality selling their products. When considering the fee and its purpose it can be viewed as a mixed fee for the right to conduct business in the municipality (business occupancy) and for the costs associated with the use or provision of municipal services and spaces to accommodate your business (commercial taxation). Compared to other communities, our rural and urban settings and fees charged at festivals and events the proposed rates are very reasonable.

I support the recommendation as presented.

Report Prepared by: _____
Sara Poirier, Planner

Report Reviewed by: _____
Madelyn LeMay, Director, Planning and Development

Report Approved by:  _____
Mark Phillips, CAO

MOBILE CANTEEN VENDING BY-LAW

1.0 AUTHORITY

This By-law is made pursuant to the *Municipal Government Act*, RSNS 1998, as amended from time-to-time and hereinafter referred to as the "Act".

Pursuant to Section 172 (c) and (f), *Power to make by-laws*, of the *Act*, Council may make by-laws for municipal purposes, respecting persons, activities and things in, on or near a public place or place that is open to the public, as well as to businesses, business activities and persons engaged in business.

Pursuant to Section 173, *Mobile Canteens*, of the *Act*, Council may regulate vending, any class of vending, mobile vendors and the placement of vending machines on the streets of the Municipality by by-law.

Section 172 (2) (e) of the *Act* enables municipalities to provide for a system of licenses, permits or approvals in any by-law.

2.0 PURPOSE

The purpose of this by-law is to regulate mobile canteens within West Hants Regional Municipality.

This By-law shall be known and may be cited as the Mobile Canteen Vending By-law.

3.0 DEFINITIONS

- (a) "CAO" means the Chief Administrative Officer of West Hants Regional Municipality;
- (b) "Council" means the Council of West Hants Regional Municipality;
- (c) "licensing authority" means the Development Officer for the Municipality who receives applications for licenses under this By-law;
- (d) "mobile canteen" means any vehicle which is required to be licensed and registered pursuant to the *Motor Vehicle Act* and is used for the displaying, storing, transporting of food and beverages for sale directly to the public by a vendor, saving and excepting the sale of direct products of the farm, forest or sea which are not cooked within the vehicle;
- (e) "Municipality" means the West Hants Regional Municipality;
- (f) "person" means an individual, body corporate or non-profit organization;

4.0 APPLICATIONS AND LICENSING

MOBILE CANTEEN VENDING BY-LAW

- (a) All licenses issued in the Municipality shall apply only to the person or business receiving the license.
- (b) A license issued under this By-law shall be publicly displayed at all times at the site of the vendor's business.
- (c) All licenses issued in accordance with this By-law shall be signed by the licensing authority and Clerk and sealed with the seal of the Municipality and shall bear the date of issue;
- (d) Every application for a license shall be made in writing to the licensing authority, and shall contain:
 - (i) the applicable fee as established in the Fees Policy;
 - (ii) the name, mailing address, telephone number, and e-mail address of the applicant;
 - (iii) the corporate or partnership or sole proprietorship business name, if applicable;
 - (iv) the street address of the site of the proposed use;
 - (v) the dates and times proposed for the use;
 - (vi) written permission from the owner if the applicant is proposing to use a site which the applicant does not own.
- (e) The licensing authority shall notify the applicant within fourteen (14) business days of receipt of a complete application of the approval or refusal of the license.
- (f) A license shall be in force for a specific period and shall expire at the conclusion of that period. An additional licence shall be required for any change in location or additional period of time for any licence.

4.1 Criteria for Licensing Mobile Canteens

- (a) No person shall operate any mobile canteen on private or municipal property without first obtaining and paying for a licence from the licensing authority. The mobile canteen must be operated in accordance with the licence issued.
- (b) Mobile canteens shall only be permitted on privately-owned property within the Municipality, except during events or holidays where they may be permitted on property owned by the Municipality if the CAO is satisfied that the mobile canteen is a reasonable use of such property for the specific dates, and is one which will not interfere unduly with other municipal uses of the property.

MOBILE CANTEEN VENDING BY-LAW

- (c) Mobile canteens shall not be permitted to have a permanent direct connection to municipal water, wastewater or sewer service.
- (d) Mobile canteen licensees shall maintain appropriate solid waste bins for applicable streams of solid waste such as compostable, recyclable and residual solid waste and shall be responsible for tidy up and disposal of waste generated by the customers or staff of the Mobile Canteen.
- (e) Every application for a mobile canteen license shall be made in writing to the licensing authority, and shall contain, in addition to the items specified in 4.0 (d) above:
 - (i) The mobile canteen name, and corporate name if applicable;
 - (ii) A copy of the Motor Vehicle Inspection (MVI);
 - (iii) A copy of the insurance;
 - (iv) A copy of the food establishment permit, food handling certification and/or temporary event permit issued by the Province of Nova Scotia;
 - (v) A site plan that shows the proposed location of the mobile canteen and of the existing structures on the lot, access to the property, parking, garbage collection receptacles, and any other items that may assist with the review of the application;
- (f) No licence shall be issued if the application is for a location where the relevant Land Use By-law does not permit restaurants.
- (g) For events or holidays, the licensing authority shall consult with the Economic Development Manager and/or Event Coordinator prior to issuing the license. The Economic Development Manager and/or Event Coordinator shall notify the licensing authority of the maximum number and type of mobile canteens licences that shall be permitted for that event or holiday.

6.0 REFUSAL

The licensing authority shall refuse to issue a permit where:

- (a) the application requirements in Section 4.0 and/or 5.0 have not been met;
- (b) the Traffic Authority determines the proposed site is unsuitable having regard to pedestrian or vehicular traffic movement, access or safety;
- (c) the licensing authority determines the proposed location is not suitable in terms of zoning, lot size, setbacks, access, or available parking as specified in the relevant Land Use By-law;
- (d) for events or holidays, the maximum number and type of mobile canteens specified by the Economic Development Manager and/or Event Coordinator has already been reached or the CAO has declined permission to use municipal property.

MOBILE CANTEEN VENDING BY-LAW

7.0 REVOCATION

The licensing authority shall revoke a permit where:

- (a) the Motor Vehicle Inspection (MVI), insurance or food establishment permit, food handling certification and/or temporary event permit issued by the Province of Nova Scotia has expired or is revoked;
- (b) concerns about pedestrian or vehicular traffic movement, access or safety have been expressed by the Traffic Authority;
- (c) garbage or other waste is not adequately contained and disposed of on-site;
- (d) the licensing fee has not been paid up to date;
- (e) the licensee is in violation of any provision of this By-law or of any other By-law of the Municipality.

8.0 PENALTIES AND ENFORCEMENT

- (a) Any person who fails to comply with any of the provisions of this By-law or a license granted pursuant to this By-law, shall be liable on summary conviction to a penalty of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1000.00), and in default of payment imprisonment for a period of not less than ten (10) days nor more than ninety (90) days.
- (b) The Municipality may apply to a Judge of the Supreme Court of Nova Scotia for an injunction or other order where:
 - (i) Land is being used in contravention of this or any other By-law;
 - (ii) A person is operating a mobile canteen without having paid the license fee or obtained and maintained in good standing a license; or
 - (iii) A breach or continued breach or repetitive breach of this By-law is anticipated.

9.0 APPEALS

- (a) A decision of the licensing authority to refuse to issue or to revoke a license may be appealed to Council within fourteen (14) days of the decision of the licensing authority by written notice of appeal delivered to the Clerk.
- (b) Council shall convene an appeal hearing within 60 days of receipt of the appeal letter and may, following the appeal hearing, confirm or rescind the licensing authority's decision.
- (c) In hearing an appeal for a holiday or events license, Council may substitute its own opinion for that of the Economic Development Manager and/or Event

MOBILE CANTEEN VENDING BY-LAW

Coordinator as to the maximum number of such licenses to issue for the event or holiday.

10.0 REPEAL

The Hawkers, Traders and Peddlers Bylaw, Bylaw #15, of the former Town of Windsor dated May 6, 1998 and the Temporary Vendor Bylaw, Bylaw #40, of the former Town of Windsor dated March 12, 2012 are hereby repealed.

I, (Municipal Clerk Name), Municipal Clerk of the West Hants Regional Municipality, the Province of Nova Scotia, do hereby certify that this is a true copy of the By-law as adopted by the Council of the West Hants Regional Municipality at a meeting duly called and held on the ____ day of ____ (month), ____ (year).

(Signature of Municipal Clerk)
(Typed name of Municipal Clerk)

By-law Adoption	
First Reading:	<i>date</i>
Notice Published:	<i>date</i>
Second Reading & Approval	<i>date</i>
Final Publication	<i>date</i>
Notice to Municipal Affairs	<i>date</i>
Description:	



TOWN OF WINDSOR BYLAW # 15 HAWKERS, TRADERS AND PEDDLERS BYLAW

- 15.01** No person shall either as a wholesaler or retailer to businesses or residents of the Town hawk or peddle nor go from door to door or sell or offer for sale in the Town by sample or otherwise any goods, wares, merchandise or any other article or thing of whatsoever nature or kind nor engage in, carry on, exercise, or pursue the business or calling of a transient merchant who is not and who has not been for at least one year next previously a resident of the Town, shall hawk or peddle nor go from door to door or sell or offer for sale in the Town of Windsor by sample or otherwise any goods, wares, merchandise, or any other article or thing of whatsoever nature or kind nor engage in, carry on, exercise or pursue the business or calling of a transient merchant, trader, peddler, or hawker without first having obtained a license authorizing to do so.
- 15.02** No person, shall as agent, clerk, assistant, servant or employee of any other person or of any corporation who or which is not and has not been for one year next previously a ratepayer of the Town and assessed upon property therein, hawk, or peddle nor go from door to door and sell or offer for sale in the Town of Windsor by sample or otherwise any goods, wares, merchandise, or any other article or thing of any nature, kind, or description nor engage in, carry on, exercise, or pursue the business of calling of a transient merchant, trader, peddler, or hawker within the Town of Windsor, without his principal or employer having first obtained a license authorizing such principal to engage in the business of a transient merchant, trader, peddler, or hawker and to hawk, peddle and go from door to door and sell or offer for sale in the Town, goods, wares, and merchandise under the provisions of the previous Section and designating him as such agent, clerk, assistant, servant or employee.
- 15.03** Any person violating any of the provisions of Sections 15.01, 15.02 in reference to peddlers and hawkers, shall be liable on summary conviction to a penalty of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1000.00), and in default of payment to imprisonment for a period of not less than ten (10) days nor more than ninety (90) days.
- 15.04** Every person applying for a license under Sections 15.01 or 15.02 of these Bylaws shall pay to the Town a license fee of Fifty Dollars (\$50.00) which license shall be valid for a period of up to three months from the date of issue.
- 15.05** Any person coming within the definitions of persons prohibited under Bylaws 15.01 and 15.02 from hawking or peddling or selling without a license, engaging in the business of hawking or peddling or going from door to door and offering

goods, wares, merchandise or other things for sale by sample or otherwise or soliciting persons to subscribe for or take any book, paper, magazine, chart, drawing, photograph, picture or thing shall when required by any person produce and show the license authorizing him to engage in said business or to sell or offer for sale the said goods, wares, merchandise, or other things or to solicit subscriptions, and if he is acting for or on behalf of any other person or corporation, also the license authorizing the said other person or corporation to engage in the said business within the Town, and on refusal or failure to produce such license or licenses as the case may be shall be guilty of the offence of hawking and peddling or soliciting subscriptions, as the case may be, without license, whether he or his employer was or was not the holder of a license.

15.06

- (a) No person shall within the Town of Windsor carry out the operation of a mobile canteen or mobile refreshment stand, without having first obtained a license for the operation of such mobile canteen or mobile stand.
- (b) A mobile canteen means any vehicle used for the displaying, storing or transporting of food and beverages for sale directly to the public by a Vendor, saving and expecting direct products of the farm, forest or sea which is required to be licensed and registered pursuant to the Motor Vehicle Act or propelled by human power whether required to be licensed or not, and includes stands;
- (c) A mobile refreshment stand means any table, showcase, bench, rack, pushcart, wagon, or any other wheeled vehicle or device, which may be moved without the assistance of a motor and which is not required to be licensed and registered pursuant to the Motor Vehicle Act, used for the displaying, storing, transporting or sale of food and beverages directly to the public by a vendor, saving and expecting direct products of the farm, forest or sea;
- (d) Every person applying for a license under this Section shall pay a fee for such license in the amount of One Hundred Dollars (\$100.00) which license shall be valid for a period of three months from the date of issue. (04/28/98).

15.07

- (a) No person shall within the Town of Windsor exercise the office or business of auctioneer nor sell at auction within the Town any real or personal property of any nature, kind, or description without first obtaining an auctioneer's license. Provided, however, that this Section shall not apply to sales at church socials or benevolent bazaars or entertainments nor to the sheriff or other officers of law selling under due process of the law.
- (b) The fee for an auctioneer's license shall be Fifty Dollars (\$50.00) for each day during which an auction is conducted.

15.08

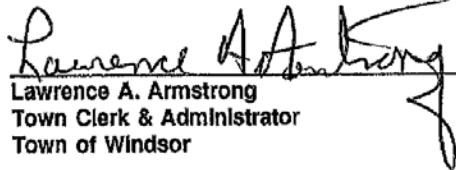
All licenses issued in the Town shall be signed by the Mayor and Chief Administrative Officer and sealed with the seal of the Town and shall bear date of the day of issue.

15.09

The sum to be paid for a license issued under any of these Bylaws shall be paid to the Town Clerk for the purposes of the Town before the issuing of the license.

- 15.10** A license shall be personal to the person to whom it is granted and it is not transferable and it shall entitle only the person named therein to sell under it.
- 15.11** Any person who fails to comply with any of the provisions of this Bylaw shall be liable on summary conviction to a penalty of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1000.00), and in default of payment imprisonment for a period of not less than ten (10) days nor more than ninety (90) days.
- 15.12** This Bylaw shall not affect the products of the farm, the forest, or the sea.

I certify that the foregoing is a true copy of the by-law passed by the Town of Windsor at a meeting of Windsor Town Council held on the 28th day of April 1998.


Lawrence A. Armstrong
Town Clerk & Administrator
Town of Windsor

- (1) First notice to Council January 27, 1998
- (2) Date of first reading of by-law February 24, 1998
- (3) Date of Publication, seven day notice prior to second reading April 8 & 15, 1998
- (4) Date of second reading of by-law April 28, 1998
- (5) Date of third reading of by-law April 28, 1998
- (6) Date of publication of final passage May 6, 1998



**TOWN OF WINDSOR
BYLAW # 40**

Temporary Vendor Bylaw

AUTHORITY

40.01

Sections 172 (1) (c), (f) of the Municipal Government Act provides municipalities with the power to make bylaws respecting persons, activities and things in, on or near a public place or place that is open to the public, as well as to businesses, business activities and persons engaged in business.

Section 172 (2) (e) of the MGA provides municipalities to, in any bylaw, provide for a system of licenses, permits or approvals.

INTERPRETATION

40.02

In this bylaw:

"bulk" means, but not limited to, items sold in large quantities, wholesale, or liquidation

"CAO" means the Chief Administrative Officer of the Town of Windsor;

"Council" means the Council of the Town of Windsor;

"licensing authority" means the CAO, or such employee or agent of the Town as the CAO may designate to receive applications for licenses under this by-law;

"person" means an individual, guild, agency, or body corporate;

"sell" includes selling, trading, or otherwise transferring for a valuable consideration, whether present or executor;

"Town" means the Town of Windsor;

"temporary vendor" means a person who is selling any of the goods or services set out in Schedule "A" of this by-law at a temporary location, but does not include a person who is operating or carrying on business selling the same goods or services on a permanent basis within the Town of Windsor, Town of Hantsport or Municipality of West Hants' boundaries or those exhibiting products and/or services on the Hants County Exhibition Grounds.

SALES OF GOODS AND SERVICES

40.03 Any person shall sell goods or services in the Town as a temporary vendor in accordance with a license issued pursuant to this by-law.

LICENSING

40.04 Every application for a license shall be made in writing to the licensing authority, and shall contain:

- (a) The name, mailing address, telephone number and, if available, facsimile number and e-mail address of the applicant;
- (b) The corporate or partnership name, if applicable;
- (c) A description of the goods or services the applicant proposes to sell;
- (d) The street address of the site of the proposed sale;
- (e) The dates and times of the proposed sale;
- (f) If the applicant is proposing to sell at a site of which the applicant is not the owner, written permission from the owner; and
- (g) Confirmation of liability insurance in a minimum amount of \$1,000,000 for each occurrence in respect of operations at the proposed site of sale.

40.05 After receipt of a completed application, the licensing authority shall issue a license:

- (a) upon confirming that the proposed site of the sale is zoned for such use under any applicable Land Use By-Law; and
- (b) upon receipt of the license fee.

40.06 A license issued under this by-law shall:

- (a) include the description of the goods or services and the site and times of sale referred to in section 40.04; and
- (b) be conspicuously displayed at all times at the site of the vendor's business.

40.07 A license issued under this by-law shall be in force for the period during which a temporary vendor is authorized to offer goods or services for sale, shall expire at the conclusion of that period, and must be reissued for each subsequent sale of goods or services by a temporary vendor.

40.08 Revocation

A license may be revoked where:

- (a) The licensee is in violation of any provision of this by-law or of any other by-law of the Town;

40.09 Appeals

A decision of the licensing authority to refuse to issue or to revoke a license may be appealed to Council within fourteen days of the decision of the licensing authority by written notice of appeal delivered to the CAO. Council shall convene an appeal hearing and may, following the appeal hearing, confirm or rescind the licensing authority's decision.

PENALTIES AND ENFORCEMENT

40.10 Every person who contravenes or fails to comply with any provision of this by-law or a license granted pursuant to this by-law, or any person who owns or controls premises or property used for unlicensed sale of goods or services by a transient vendor commits an offence and is liable on conviction to a penalty of not less than \$5000 and not more than \$10,000 or, in default of payment, to imprisonment for a period of not less than 30 days.

40.11 The Town may apply to a judge of the Supreme Court of Nova Scotia for an injunction or other order where:

- (a) Land is being used in contravention of this by-law;
- (b) A person is selling goods or services without having paid the license fee required; or
- (c) A breach of this by-law is anticipated or is of a continuing nature.

LICENSE FEES

40.12 The fee for the issuance of a license under this by-law shall be the fee set out in Schedule "A" for the applicable good or service being sold.

EFFECTIVE DATE

40.13 This Bylaw shall be effective upon publication.

SCHEDULE "A"

Goods or services to be licensed

1. Bulk motor vehicles as defined in the Motor Vehicle Act of Nova Scotia but does not include motorized wheelchairs.
License fee \$250
2. Bulk furniture normally sold at a furniture or department store in Windsor but does not include furniture sold at a licensed auction.
License fee \$250
3. Bulk appliances normally sold at a furniture store, hardware store or department store in Windsor but does not include appliances sold at a licensed auction.
License fee \$250
4. Bulk building materials used to construct/renovate home and/or commercial buildings. License fee \$250

CAO/Clerk's Annotation (Office Use Only)

Date of first reading:	December 20, 2011
Dates of advertisement of Notice of Intent to Consider:	January 05 & February 02, 2012
Date of second reading:	February 28, 2012
*Date of advertisement of Passage of Bylaw:	March 08, 2012
Date of mailing to Minister a certified copy of Bylaw:	March 12, 2012

I certify that this Temporary Vendors Bylaw #40 was adopted by Council and published as indicated above.



Louis Coutinho, CAO
Town of Windsor



Committee of the Whole Excerpts
June 8, 2021

Scada Migration/Upgrades

The West Hants Regional Municipality is responsible for the operation and management of approximately 49 water and wastewater facilities. These facilities include 3 water treatment plants (WTP), 3 wastewater treatment plants (WWTP), 32 lift stations, 3 water storage reservoirs, 3 water booster stations and 5 pressure regulating valve (PRV)/control chambers. All the facilities are monitored by way of a Supervisory Control and Data Acquisition System (SCADA).

Staff requested assistance from CBCL, Cutting Edge Applied Technology INC and Graham MacDonald (former Halifax Water Utility Programming Tech) for ongoing operational issues associated with the Siemens PLC/SCADA system. It has been determined that the Siemens SCADA can be upgraded to a Trihedral VTScada system; which would align with all other SCADA platforms currently used within the West Hants Water and Wastewater Utility.

... THAT COUNCIL APPROVE PROCEEDING WITH THE RECOMMENDED VTSCADA PROPOSAL FROM CBCL TO UPGRADE THE FALMOUTH WASTEWATER TREATMENT PLANT & WEST HANTS WASTEWATER LIFT STATIONS AT A TOTAL COST OF \$75,400.00 PLUS APPLICABLE TAXES, TO BE FUNDED FROM THE CANADA COMMUNITY BUILDING FUND RESERVE.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: _____
Todd Richard

Date: June 8, 2021

Subject: SCADA Upgrades / Migration

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION or DECISION REQUEST

It is recommended for Committee of the Whole to recommend to Council that:

Council approve proceeding with the recommended VTScada proposal from CBCL to upgrade the Falmouth Wastewater Treatment Plant & West Hants Wastewater Lift Stations at a total cost of \$75,400.00, plus applicable taxes, to be funded from the Canada Community Building Fund reserve.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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The West Hants Regional Municipality is responsible for the operation and management of approximately 49 water and wastewater facilities. These facilities include 3 water treatment plants (WTP), 3 wastewater treatment plants (WWTP), 32 lift stations, 3 water storage reservoirs, 3 water booster stations and 5 pressure regulating valve (PRV)/control chambers. All the facilities are monitored by way of a Supervisory Control and Data Acquisition System (SCADA). There are 6 discrete SCADA systems in

total, 3 of which monitor remote sites. Of the 6 SCADA systems, 5 have Trihedrals' VTScada as the Human Machine Interface (HMI) while the Falmouth WWTP uses Siemens Simatic software to visualize the process data. The remote stations are monitored by the VTScada systems located at the Windsor WTP, a standalone VTScada application located at the Municipal building on King Street and the Siemens Simatic system at the Falmouth WWTP. For the most part, monitoring of stations from the VTScada systems at the Windsor WTP and the Municipal building on King Street is considered reliable with reasonable data granularity. However, the majority of remote sites, primarily lift stations, are monitored by way of the Siemens Simatic system at the Falmouth WWTP where data is neither accurate nor reliable. The presentation of the data that is available is not at the same standard as the VTScada systems nor is the alarming, logging, trending and reporting. The Siemens SCADA system as configured does not provide the data collection required nor does it properly display the data that is collected. This leads to a system that creates the following serious issues / concerns

- Risks associated with critical alarms not being reported
- False alarms or wrong alarms resulting in staff responding to locations not in alarm and delay in action
- Frequent unnecessary call-outs for staff
- Increased overtime
- Critical system that is not reliable

DISCUSSION

On May 27th 2020 staff requested assistance from CBCL, Cutting Edge Applied Technology INC and Graham MacDonald (former Halifax Water Utility Programming Tech) for ongoing operational issues associated with the Siemens PLC/SCADA system. It has been determined that the Siemens SCADA can be upgraded to a Trihedral VTScada system; which would align with all other SCADA platforms currently used within the West Hants Water and Wastewater Utility. In November 2020, Municipal Staff requested CBCL submit a proposal for the migration to VTScada from the Siemens Simatic system for the Falmouth Wastewater Treatment Plant & West Hants Wastewater Lift Stations. The proposal has been reviewed and accepted by Municipal staff.

The proposal included:

- CBCL \$75,400.00 plus HST

Programming (PLC, VTScada)	\$30,400.00
On-site Commissioning (incl. expenses)	\$34,900.00
VTScada Software License	\$14,001.00
VTScada Windsor License Upgrade Cost Savings	-\$3,901.00

Siemens Step 7 Classic (S7-300/400)	FREE; WHRM Owned
Siemens Step 7 MicroWIN (S7-200)	FREE; CBCL Owned
Sub-Total:	\$75,400.00

NEXT STEPS

Pending spending approval of Council; CBCL and Staff are ready to proceed

FINANCIAL IMPLICATIONS

The proposed 2021-22 Capital Budget was increased to \$90,000 for SCADA upgrades to West Hants Sewer, this project was not completed in 2020-21. This project is funded through the Community Building Fund. The net cost including HST is \$78,634.66.

ALTERNATIVES

1. Council may choose not to proceed with this project. This is not the recommendation to Council.

ATTACHMENTS

CBCL proposal

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation. This is a carry-over project from the 2020/21 Capital Budget. As noted it is a late addition to the 2021/22 Capital Budget and supported by Canada Community Building Fund (formerly Gas Tax).

Report Prepared by: _____
Martin Kehoe, Manager of Wastewater Treatment

Report Reviewed by: _____
Todd Richard, Director of Public Works

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer



April 23, 2021

Martin Kehoe
Manager of Wastewater Treatment
West Hants Regional Municipality
100 King Street, PO Box 158, Windsor, NS, B0N 2T0

Dear Mr. Kehoe:

RE: PROPOSAL: Falmouth Sewage Treatment Plant & Sewage Lift Station Migration to VTScada

CBCL Limited (CBCL) is pleased to provide this engineering estimate to develop and commission the VTScada application for the Falmouth Sewage Treatment Plant (STP) in the West Hants Regional Municipality (WHRM). This project will be a joint effort between WHRM, CBCL, and Cutting Edge. The roles for each are broken down as follows:

- ▶ **WHRM** – Purchasing, installing, and setting up the hardware for remote communication to each of the remote sites. Purchasing and installing any required computer(s) for SCADA.
- ▶ **CBCL** – Development and commissioning of the VTScada application, which includes the Falmouth STP and thirty-one (31) SLS.
- ▶ **Cutting Edge** – Programming for all Siemens S7-1200 Sewage Lift Stations (SLS).

A new VTScada application at the Falmouth STP will bring all water and wastewater facilities in the West Hants Regional Municipality onto the Trihedral VTScada platform. This VTScada application will include the Falmouth STP, six (6) Windsor SLS, nine (9) Falmouth SLS, three (3) Hantsport SLS, and fourteen (14) Three Miles Plains SLS.

Windsor	Falmouth	Hantsport	Three Miles Plains
STP	Station 105	Prince St.	Station 33
PS 1 Lake Piziquid	Station 115	Chittick	Station 126
PS 2 Termain Crescent	Station 305	Holmes Hill	Station 120
PS 3 Payzant Road	Station 326		Station 133
PS 5 Westworth	Station 604		Station 140
PS 6 College Road	Station 124		Station 152
	Station 126		Station 220
	Station 151		Station 407
	Station 200		Station 421
			Station 708
			Station 905
			Station 1201
			Station 1252

The Windsor SLS VTScada license will be upgraded and used at the Falmouth STP as a cost savings measure. When the Windsor SLS are upgraded to communicate ModbusTCP with a Windows 10 computer, it will be possible to communicate from the Falmouth STP via the WHRM network back to the radio located in the public works office at the fire station in Windsor. The use of the Windsor SLS VTScada license, and the ability to integrate those six (6) SLS into the Falmouth STP VTScada application, require the ModbusTCP upgrade to be successfully completed first.

1.0 Scope of Work

We propose the following scope of work for CBCL's effort in the Falmouth STP VTScada migration:

- ▶ Extract the tag list for the six (6) Elpro Wireless I/O SLS that communicate back to the Falmouth STP PLC:
 - Falmouth Station 124
 - Falmouth Station 126
 - Falmouth Station 151
 - Falmouth Station 200
 - Three Miles Plains Station 33
 - Three Miles Plains Station 126
- ▶ Extract a tag list for the Falmouth STP facility from the PLC and existing PC HMI (SIMATIC WinCC).
- ▶ Develop VTScada graphic pop-up windows for the thirty-one (31) SLS.
 - The existing tags and history for the six (6) Windsor SLS will be retained. The graphics will be updated so all SLS pop-ups look similar.
 - The nineteen (19) Siemens S7-1200 SLS PLC tag lists are to be provided by Cutting Edge to CBCL:
 - Falmouth Station 105
 - Falmouth Station 115
 - Falmouth Station 305
 - Falmouth Station 326
 - Falmouth Station 604
 - Hantsport Prince Street
 - Hantsport Chittick
 - Hantsport Holmes Hill
 - Three Miles Plains Station 120
 - Three Miles Plains Station 133
 - Three Miles Plains Station 140
 - Three Miles Plains Station 152
 - Three Miles Plains Station 220
 - Three Miles Plains Station 407
 - Three Miles Plains Station 421
 - Three Miles Plains Station 708

- Three Miles Plains Station 905
 - Three Miles Plains Station 1201
 - Three Miles Plains Station 1252
- ▶ Develop VTScada graphics for the Falmouth STP facility.
 - ▶ Purchase VTScada license on behalf of WHRM.
 - ▶ Commissioning of Falmouth STP VTScada application for all thirty-one (31) SLS and the STP. This includes graphics, I/O tags, and alarm verification.
 - Commissioning of the nineteen (19) Siemens S7-1200 SLS will need to be coordinated with CBCL, WHRM, and Cutting Edge so all can be on site to setup and troubleshoot communication.
 - ▶ Modify Falmouth STP PLC to allow ISO-over-TCP communication to VTScada software.

2.0 Assumptions

CBCL has made the following assumptions for this scope of work:

- ▶ CBCL will have remote access to the existing Falmouth STP SCADA computer for use of the Siemens SIMATIC Step 7 Classic software. This software is required to program the Falmouth STP PLC and to extract the required tag lists. CBCL will ask permission from WHRM in advance of each time they connect to your system remotely.
- ▶ During commissioning, both CBCL and Cutting Edge will be on site when switching the Siemens S7-1200 SLS stations from the existing Siemens software over to VTScada.
- ▶ WHRM will have the required network equipment installed and setup and Cutting Edge will be ready to configure the Siemens S7-1200 SLS PLCs to communicate back to the Falmouth STP SCADA PC ahead of CBCL arriving to site for commissioning.
- ▶ SLS programming changes that WHRM has requested will be completed by Cutting Edge prior to commissioning, or ready to be downloaded to the PLC at the time of commissioning, allowing these changes to be included in the development of VTScada graphics prior to commissioning.

3.0 Engineering Fee (Base Cost)

Based on our understanding of the scope, we propose a fee of **\$75,400.⁰⁰** to complete the work. Our price includes programming, twenty (20) days on site for the system integrator (half day per SLS and five days for the Falmouth STP), travel expenses, and VTScada software license. Additional time on site for the system integrator will be charged at \$125/h plus travel expenses.

Programming (PLC, VTScada)	\$30,400
On Site Commissioning (incl. expenses)	\$34,900
VTScada Software License	\$14,001
VTScada Windsor License Upgrade Cost Savings	- \$3,901
Siemens Step 7 Classic (S7-300/400)	FREE; WHRM owned
Siemens Step 7 MicroWIN (S7-200)	FREE; CBCL owned

4.0 Work Not Included

The following items are not included in our scope of work:

- ▶ Configuration and purchase of the SCADA computer. A new computer is to be supplied by WHRM, if required.
- ▶ Design, specification, configuration, and purchase of equipment required to communicate from the Falmouth STP SCADA computer to the Siemens S7-1200 SLS.
- ▶ Design, specification, configuration, and purchase of equipment required to facilitate communication between the Falmouth STP SCADA computer and the Windows Sewer SLS radio panel.
- ▶ PLC program modifications to any of the thirty-one (31) SLS.
- ▶ PLC program modifications to the Falmouth STP PLC, except what is necessary to allow communication to the new VTScada application.

5.0 Personnel

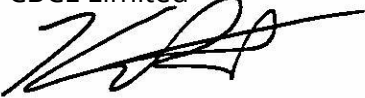
The main contact for this project will be Kristien Praest, who will be coordinating the SCADA development and commissioning. Our Jonathan Anderson will be completing the majority of the VTScada programming for this project. Both will be assisted by technical support staff, as necessary.

6.0 Summary

If this proposal is acceptable, CBCL's Standard Terms and Conditions shall apply. A copy of these terms and conditions is attached to our proposal for reference.

In summary, if you have any questions regarding our proposal or wish to discuss it in further detail, please feel free to contact the undersigned at your convenience.

Yours very truly,
CBCL Limited



Prepared by:
Kristien Praest, CET
Automation Specialist
Direct: (902) 448-9446
E-Mail: kpraest@cbcl.ca



Reviewed by:
Randy O'Connor, P.Eng.
Manager Electrical & Instrumentation

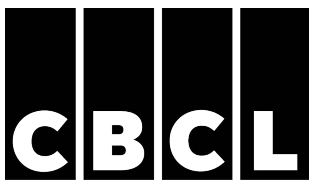
Attachments: 1 – CBCL Limited Standard Terms and Conditions

Proposal No: 218202.00

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third-party use of this document.

ATTACHMENT 1

CBCL Limited Standard Terms and Conditions



SCHEDULE "A"
CBCL Limited ("CBCL") and Client
STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** The attached proposal together with this Schedule "A" constitutes the entire agreement between Client and CBCL (this "Agreement"). This Agreement supersedes all prior communications, undertakings and agreements, written or oral made between the parties. Amendments to this Agreement must be in writing, signed by both Client and CBCL.
2. **SCOPE OF WORK.** Upon receipt of notice from Client of a requested change in the scope of the work hereunder, CBCL will promptly notify Client of any estimated impact on the schedule, price or terms of this Agreement resulting from such a change. The parties agree to expeditiously negotiate any such changes to this Agreement and to promptly execute any such agreed upon amendments to this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall CBCL be bound by any terms or conditions on such purchase order or form regardless of reference to or signature on behalf of CBCL. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.
3. **SITE INFORMATION AND ACCESS.** Client shall make available to CBCL all relevant information, data and documents under his control regarding past, present and proposed conditions of the work site. The information shall include, but not be limited to, plot plans, topographic survey, hydrologic data and soil and geologic data including borings, field or laboratory tests and written reports. Client shall immediately transmit to CBCL any new or revised information, data or documents that become available. Client shall make all necessary arrangements to ensure ready and uninterrupted work site access for CBCL, its personnel and equipment throughout performance of this Agreement, at no cost to CBCL. Client acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys or other explorations are made by CBCL and that the data, interpretations and recommendations of CBCL are based solely on such borings, surveys and explorations and on the information provided to it by the Client. CBCL will not be responsible for the interpretation by others of the results of CBCL's borings, surveys or explorations. Similarly, CBCL will not be responsible for the accuracy of Client provided information of any kind nor for the consequences of incorporating such information in the work.
4. **FEES, DISBURSEMENTS AND EXPENSES.** Unless otherwise stated or agreed to in writing by CBCL and the Client, terms of payment for professional services, invoiced expenses, and office disbursements shall be as presented on each invoice submitted by CBCL to the Client. Fees shall be charged at the hourly rates or for the stipulated price specified in the proposal. Fees shall be net of invoiced expenses and office disbursements. Sub-consulting fees shall be subject to a 10% mark-up. Expenses such as hotel, travel, meals and the like shall be charged at cost. Office disbursements such as printing, communication, delivery, internal lab and the like shall be billed at 6% of fees charged.
5. **PERMITS AND UTILITIES.** Client shall obtain all required approvals, permits, licenses and access rights from municipal and other governmental authorities and utilities having jurisdiction over or easements on the work site. The Client shall advise CBCL of the location of all underground utilities and structures at the work site.
6. **TERMS OF PAYMENT.** Unless otherwise stated in the Letter Agreement, invoices will be submitted by CBCL on a period by period basis where a period constitute four (4) weeks (28 days) or, at the option of CBCL upon completion of the services, and will be due and payable on the invoice date. Invoices will be considered past due if not paid within thirty (30) days thereafter (the "overdue date"). Invoices not paid on or before the overdue date shall bear interest at the rate of one and one-half percent (1.5%) per month computed from the overdue date. In addition, any collection fees, legal fees, court costs and other related expenses incurred by CBCL in respect of the collection of delinquent invoice amounts shall be paid by Client.
7. **OWNERSHIP RIGHTS.** All reports, drawings, plans, models, designs, surveys, photographs, specifications, computer files, field data, notes and other documents and instruments produced by CBCL shall be and remain the sole property of CBCL. CBCL shall retain all common law, statutory and other reserved rights therein, including copyright.
8. **LEGAL FEES.** In the event either party makes a claim or commences legal proceedings against the other for any act arising out of the performance or interpretation of this Agreement, including the payment of professional fees, the unsuccessful party shall pay to the prevailing party all reasonable costs incurred by the prevailing party in prosecuting or defending such claim or action, including staff time, court costs, solicitors' fees and other related expenses. In the event of a non-adjudicative settlement of a claim or legal proceedings between the parties or resolution by arbitration, the term "prevailing party" shall be determined by that process.
9. **STANDARD OF CARE.** In the performance of professional services, CBCL will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. CBCL makes no warranties, either expressed or implied, as to its professional services rendered under this Agreement. CBCL will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

10. **INSURANCE.** CBCL will maintain professional liability insurance, comprehensive general liability insurance and automotive insurance throughout the term of this Agreement, with the exception of automotive insurance, for a period of at least one year thereafter.
11. **OPINION OF PROBABLE COST.** CBCL shall, where required, prepare an opinion of probable construction cost. This opinion of probable costs is presented on the basis of experience, qualifications, and best judgment. It has been prepared in accordance with acceptable principles and practices. Market trends, non-competitive bidding situations, unforeseen labour and material adjustments and the like are beyond the control of CBCL Limited and as such we cannot warranty or guarantee that actual costs will not vary from the opinion provided.
12. **ENVIRONMENTAL LIABILITY.** Because Client owns and operates the site where work is being performed, Client has and shall retain all responsibility and liability associated with the environmental conditions at the site and shall be solely responsible for the handling and disposal of any bore samples, asbestos, or other toxic or hazardous materials, substances or products (collectively "Hazardous Waste") located on the worksite or generated on the site as a result of CBCL's performance hereunder. Client agrees to indemnify and save harmless CBCL from any claims, damages or liability whatsoever, arising out of the detection, presence, handling, removal or disposal of Hazardous Waste on or about the worksite.
13. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CBCL, its officers, directors and employees or any of them to Client, for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees and costs of any kind arising under or related to this Agreement or any services provided hereunder, whether based in contract or tort, shall not exceed the total compensation actually paid to CBCL under this Agreement, or the total amount of \$50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services rendered under this Agreement. CBCL's liability shall be absolutely limited to direct damages arising out of the services provided under this Agreement and CBCL shall not be liable in any way for any consequential or indirect loss, injury or damages of any kind incurred by Client, including but not limited to loss of profits, loss of income or loss of use of property. CBCL shall not be liable for any damages or costs arising out of the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with manufacturer's specifications or product literature or otherwise.
14. **DISPUTES.** Any dispute arising hereunder shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) by negotiation between the technical and contractual personnel for each party, (2) by negotiation between executive management of each party, (3) by submission to mediation, (4) by arbitration if both parties agree or (5) litigation in the courts of the Province whose laws govern this Agreement, pursuant to Paragraph 21 hereof.
15. **DELAYS.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays due to causes beyond CBCL or the Client's reasonable control.
16. **COVID-19.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays related to the existence or impact of COVID-19 or any variant thereof. If any such delay arises, Client and CBCL will work together to devise and implement work around plans as may be reasonably necessary in the circumstances, which may involve mutually agreed upon adjustments to schedule, scope and compensation.
17. **JOBSITE SAFETY.** Client agrees that the responsibility for site safety and construction means and methods remains with the contractor, not the design professional.
18. **TERMINATION.** CBCL may terminate this Agreement upon at least seven (7) calendar days' notice to Client, in the event that (a) Client fails to perform any of its obligations hereunder, including payment of fees for service, in a timely manner, or (b) the parties fail to promptly reach agreement on the compensation and schedule adjustments necessitated by requested changes to the scope of the work hereunder. In the event of such termination by CBCL, Client shall pay to CBCL, in addition to payment for services rendered hereunder to the time of termination and reimbursable costs, all reasonable expenses of CBCL in connection with the orderly and safe termination of its services.
19. **INCONSISTENCY.** In the event that there is any inconsistency or contradiction between any of the provisions of the Proposal and the provisions of this Schedule "A", then in such case, the provisions of the Proposal shall prevail.
20. **ASSIGNMENT.** Neither Client nor CBCL shall assign its interest in this Agreement without the prior written consent of the other except that CBCL may assign its interest in this Agreement to a related or affiliated company of CBCL without the consent of Client.
21. **GOVERNING LAWS.** This Agreement shall be governed by the laws of, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in, the Province in which the work site is located, if applicable, and otherwise, then by the laws of the Province of Nova Scotia.



Committee of the Whole Excerpts
June 8, 2021

Sidewalk Café Policy

In West Hants Regional Municipality, sidewalk cafés are only permitted in Windsor through the Windsor Streets and Sidewalks By-law and the Windsor Sidewalk Café Policy (2003).

Upon direction of Council, staff reviewed the Sidewalk Café Policy and propose the regional policy which extends to the rest of the Region, including existing sidewalks in commercial areas of Hantsport.

The recommended motion was...

... THAT COUNCIL APPROVE THE SIDEWALK CAFÉ POLICY, RCOPL-005.00, IN A MANNER SUBSTANTIVELY THE SAME AS THE DRAFT SET OUT IN ATTACHMENT 'A' OF THE REPORT #20-26 TO THE COMMITTEE OF THE WHOLE DATED JUNE 8, 2021, WHICH WILL REPEAL THE SIDEWALK CAFÉ POLICY OF THE FORMER TOWN OF WINDSOR DATED JULY 2, 2003.

... THAT COUNCIL APPROVE THE FEES FOR SIDEWALK CAFÉS AS OUTLINED IN TABLE 2 OPTION 3 OF THE REPORT #20-26 TO THE COMMITTEE OF THE WHOLE DATED JUNE 8, 2021, UNTIL SUCH TIME THAT A REGIONAL FEES POLICY IS IN EFFECT.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Members of West Hants Regional Council

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-08

Subject: Sidewalk Cafés; File #20-26

LEGISLATIVE AUTHORITY

MGA 49 Power to make Policies
MGA 309 By-laws for Protection of Streets
MGA 314 Street Encroachments

RECOMMENDATION or DECISION REQUEST

...that Council approve the Sidewalk Café Policy, RCOP-005.00, in a manner substantively the same as the draft set out in Attachment A of the report #20-26 to the Committee of the Whole dated June 8, 2021, which will repeal the Sidewalk Café Policy of the former Town of Windsor dated July 2, 2003.

...that Council approve the fees for sidewalk cafés as outlined in Table 2 Option 3 of the report #20-26 to the Committee of the Whole dated June 8, 2021, until such time that a Regional Fees Policy is in effect.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A motion was approved by Council on September 22, 2020 to "direct staff to prepare a report for Council on the by-laws and fees applicable for restaurants (including sidewalk

cafés) and mobile vending units. It would be helpful to include information on the location permissions as well as comparable fees in our region for similar services along with any recommendations for changes staff may deem appropriate”.

Background information can be found in the following reports:

September 9, 2020	Restaurants and Mobile Canteens: Agenda Request Form
February 9, 2021	Mobile Canteens and Sidewalk Cafés: Request for Direction Report to COTW
May 13, 2021	Mobile Canteen Vending By-law: Information Report to PAC/HAC

and minutes of the following Committees and Council meeting:

February 9, 2021	Committee of the Whole
May 13, 2021	Planning and Heritage Advisory Committee

DISCUSSION

Sidewalk Café

In West Hants Regional Municipality, sidewalk cafés are only permitted in Windsor through the Windsor Streets and Sidewalks By-law and the Windsor Sidewalk Café Policy (2003).

Upon direction of Council, staff reviewed the Sidewalk Café Policy and propose the following changes:

- the Development Officer be specified as the licensing authority;
- allow continuous, connected sidewalk cafés along the frontage of different properties as long as the license for the continuous, connected sidewalk café considers safety and accessibility, traffic and parking, is constructed of the same material, is agreed upon by all property owners, and still allows access to the entrance of the individual business;
- clarify the process for notifying abutting lot owners of the application for a sidewalk café license;
- outline an appeal process for a license that is refused or revoked;
- specify that fees will be set in the Municipal Fees Policy;
- repeal the Windsor Sidewalk Café Policy

This Sidewalk Café Policy extends the Policy to the rest of the Region, including existing sidewalks in commercial areas of Hantsport. As the Sidewalk Café Policy is permitted through the Windsor Streets and Sidewalks By-law this By-law will have to be revised to apply regionally before licenses can be issued for sidewalk cafes in other areas of the

Region outside of the former Town of Windsor. Staff are currently working on updates to the Streets and Sidewalks By-law.

Fees

The Windsor Sidewalk Café Policy (2003) outlines a fee of \$0.50 per ft² (0.0929 m²) per month for the term (May – October). The fees associated with the sidewalk café license were waived for the 2020 and 2021 season by Council on May 26, 2020 and April 27, 2021 due to the impact that the COVID-19 public health restrictions were having on local businesses.

Staff investigated the fees for sidewalk cafés in other Towns and Municipalities in Nova Scotia to see how West Hants Regional Municipality compared (Table 1).

Table 1: Comparison of License Fees for Sidewalk Cafés with other Towns and Municipalities

	Sidewalk Cafés
West Hants Regional Municipality	\$0.50 / ft ² (0.0929 m ²) / month for the term
Town of Wolfville	\$1.00 / ft ² (0.0929 m ²)
Town of Kentville	\$0.50 / ft ² (0.0929 m ²)
Town of Bridgewater	\$200 / season (May 15 – Oct 31)
Town of Truro	\$100 / year
Town of Yarmouth	No by-law or policy for sidewalk cafés
Municipality of the District of East Hants	No by-law or policy for sidewalk cafés
Municipality of the County of Kings	No by-law or policy for sidewalk cafés
Municipality of the District of Lunenburg	No by-law or policy for sidewalk cafés
Halifax Regional Municipality	\$400 / seasonal enclosed small café (100 ft ² or less) \$800 / seasonal enclosed café (larger than 100 ft ²) \$1,000 / annual sidewalk café \$150 / meter, post, sign that needs to be removed and reinstalled per café season

Staff understand that sidewalk café owners are renting a portion of public infrastructure from the Municipality and that there should be fees associated with that rental. However, the fees for sidewalk cafés are significantly higher in West Hants Regional Municipality (WHRM) than other areas of the Province. Providing a fee structure for sidewalk cafés in WHRM similar to other areas in the Province would encourage businesses to continue to operate and provide inviting sidewalk cafés in the Region.

Staff compared the fees for two existing sidewalk café licenses and provided potential options for changes to the fees (Table 2).

The fees for sidewalk cafés in WHRM could be amended to be \$0.50 / ft² (0.0929 m²) for the term, instead of per month for the term (Table 2, Option 2). This would make the fee more comparable to the Town of Kentville. Council could also decide to increase the fee to \$1.00 / ft² (0.0929 m²) for the term to align with the Town of Wolfville (Table 2, Option 3). Another suggestion from the discussion with staff and the Windsor Township Business Association was to charge a flat fee for the season or a flat fee based on the size of the sidewalk café (Table 2, Option 4). The flat fee option would be comparable to the Town of Bridgewater and Town of Truro. The flat fee based on the size of the sidewalk café could follow a similar example:

- small: 100 ft² or less = \$100
- medium: 101 ft² to 300 ft² = \$150
- large: 301ft² or larger = \$200

Table 2: An Example of Possible Fee Amendments to Sidewalk Café Policy Based on Current Licenses Issued

	Option 1: Existing Sidewalk Café Policy Fees	Option 2: Amend the Sidewalk Café Policy to \$0.50 / ft² (0.0929 m²) for the term (Town of Kentville)	Option 3: Amend the Sidewalk Café Policy to \$1.00 / ft² (0.0929 m²) for the term (Town of Wolfville)	Option 4: Amend the Sidewalk Café Policy to a flat fee based on the size
Permit #1	448ft ² of café space with a fee of \$1,545	448ft ² of café space with a fee of \$224	448ft ² of café space with a fee of \$448	448ft ² of café space (large) with a flat fee of \$200
Permit #2	110 ft ² of café space with a fee of \$335	110 ft ² of café space with a fee of \$55	110 ft ² of café space with a fee of \$110	110 ft ² of café space (medium) with a fee of \$150

Planning staff would recommend the fee be amended to \$1.00 / ft² (0.0929 m²) for the term (Table 2, Option 3). This would make it comparable to the nearby Town of Wolfville and make it more equitable for sidewalk café owners based on the square footage of sidewalk space they are renting from the Municipality, especially since the new By-law would permit continuous, connected sidewalk cafés.

NEXT STEPS

Process

COTW Review (7-day notice) – June 8



Council Approval – June 22*

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

Any amendments to the fees in the policy would have a financial impact on business owners within the Region. This financial impact could be positive if the fees are reduced, or negative if the fees are increased.

ALTERNATIVES

In response to this recommendation report, Committee of the Whole may:

- recommend that Council approve the Sidewalk Café Policy as drafted or as specifically revised by direction of COTW;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A Draft WHRM Sidewalk Café Policy

Attachment B Windsor Sidewalk Café Policy (2003)

CHIEF ADMINISTRATIVE OFFICER REVIEW

A key principle for the Municipality in supporting and participating in economic development is to create the environment where businesses can operate, grow and utilize the characteristics of their environment to display and sell their products. Additionally, they are jointly responsible along with the Municipality for creating an environment that fosters a positive and memorable business or community experience. Sidewalk Cafes are not only an extension of the business and the display of products or services but they create those memorable experiences we enjoy as a customer or visitor.

The Municipality should be making every effort to promote sidewalk Cafés as we promote our business Centers to our residents and visitors. Reducing fees and making the process for businesses as easy as possible within the Region to create a sidewalk Café should be our goal.

I support the staff recommendation.

Report Prepared by: _____
Sara Poirier, Planner

Report Reviewed by: _____
Madelyn LeMay, Director, Planning and Development

Report Approved by:  _____
Mark Phillips, CAO

Attachment A: Draft WHRM Sidewalk Café Policy
WEST HANTS REGIONAL MUNICIPALITY
SIDEWALK CAFE POLICY

1.0 AUTHORITY

This Policy is made pursuant to the *Municipal Government Act*, RSNS 1998, as amended from time-to-time and hereinafter referred to as the "Act".

Pursuant to Section 49(1)(c)(iii), *Power to make policies*, of the *Act*, Council may make policies, to set and amend the fees to be paid for permits, applications and approvals required to be obtained from the municipality pursuant to a by-law of the municipality or an enactment.

The Streets and Sidewalks By-law allows Council to enter into leases for the seasonal or temporary use of a sidewalk as a sidewalk café or restaurant.

2.0 PURPOSE

The purpose of this Policy is to set consistent guidelines under which owners of food establishments may expand their operation by providing a seasonal outdoor dining area and to further add to the vitality of areas of the Municipality that have commercial food establishments on roads with Municipally owned sidewalks.

This Policy may be cited as the Sidewalk Café Policy.

3.0 DEFINITIONS

- (a) "Council" means the Council of West Hants Regional Municipality;
- (b) "Engineer" means the Municipal Engineer and includes a person acting under the supervision and direction of the Engineer;
- (c) "licensing authority" means the Development Officer for the Municipality who will receive applications for sidewalk café permits under this Policy;
- (d) "Municipality" means the West Hants Regional Municipality;
- (e) "Owner" means owner of a food establishment in West Hants Regional Municipality;
- (f) "Sidewalk café" means a group of tables and chairs, and other accessories belonging to an Owner, situated and maintained upon a public sidewalk or pedestrian mall, for the use and consumption of food and beverages sold to the public, from or in, the Owner's adjoining indoor food and beverage establishment;
- (g) "Traffic Authority" means a person appointed by Council policy, as traffic authority for all or part of the Municipality. A traffic authority has, within the Municipality, the powers of a traffic authority of a city or town

SIDEWALK CAFE POLICY

pursuant to the *Motor Vehicle Act*.

4.0 REQUIREMENTS

No person will use any portion of a sidewalk as a sidewalk café without first obtaining a Sidewalk Café Permit from the licensing authority of the Municipality in accordance with the provisions in this Policy.

4.1 Access

The Owner will maintain a minimum width of 3 feet 6 inches (1.1 metre) of unobstructed, barrier free walkway to the entrance of the building from the sidewalk.

4.2 Accessory Use

Sidewalk cafés will abut a food and beverage establishment and will be considered an accessory use.

4.3 Connected Sidewalk Cafés

- (a) The Municipality may approve a sidewalk café permit for a continuous, connected sidewalk café along the frontage of separate lots as long as the Sidewalk Café Permit for the continuous, connected sidewalk café ensures:
 - i. safety and accessibility for customers and sidewalk users;
 - ii. the impact on traffic and parking is considered minimal by the Traffic Authority;
 - iii. and that the sidewalk café and replacement sidewalk:
 - is constructed of the same material for its entire length;
 - allows access to the entrance of all individual businesses; and
 - the connection is agreed upon by all abutting lot owners.
- (b) An application for a continuous, connected sidewalk café will be treated as one (1) sidewalk café permit application and will be charged one (1) fee.
- (c) All lot owners are required to sign the application or provide an authorization statement for the application for a connected sidewalk café.

4.4 Design

The design of the sidewalk café should be consistent with the age and character of the building for which it serves as an accessory use. As the Municipality wishes to enhance the beauty of the Municipality with aesthetically pleasing

SIDEWALK CAFE POLICY

designs and plantings, the inclusion of these items will be considered in review of all applications.

4.5 *Emergency Vehicle Access*

The Municipality retains the right of access to the approved sidewalk café for emergency vehicle access.

4.6 *Fencing*

- (a) Sidewalk café fences will not exceed 3 feet (1 metre) in height.
- (b) Open fencing or fabric insert panels will be used.
- (c) Fencing should incorporate a solid base perimeter to facilitate identification of the barrier by visually impaired individuals.
- (d) Any fencing located within 20 feet (6 metres) of an intersection will not obstruct the vehicular view angles, as determined by the Traffic Authority.

4.7 *Hours of Operation*

A sidewalk café will be open to the public for no longer than the hours the principal use to which it is accessory is open to the public.

4.8 *Insurance*

- (a) The Owner of a sidewalk café must carry a minimum of \$2,000,000 liability insurance for the operation of the sidewalk café and must indemnify the Municipality safe and harmless from any and all claims of injury to persons or damage to property attributable, in whole or in part, to the existence, location and operation of a sidewalk café in the public right-of-way.
- (b) Proof of insurance will be provided before the sidewalk café permit is issued.
- (c) The Municipality will be notified ten (10) days before the cancellation of this insurance.

4.9 *Landscaping*

Landscaping of the sidewalk café is encouraged, however, this should be of a temporary nature, unless otherwise approved. Plant material must be contained within the approved sidewalk café area.

4.10 *Lighting*

SIDEWALK CAFE POLICY

Any lighting of the sidewalk café will be of a temporary nature and will not project onto adjacent properties nor conflict with traffic control indicators.

4.11 Location

Sidewalk cafés are permitted on sidewalks owned by the Municipality in areas designated Commercial as identified on the Generalized Future Land Use Map of the relevant Municipal Planning Strategy.

4.12 Noise

Music or other entertainment provided for patrons of a sidewalk café will not create a nuisance to neighbouring property owners or occupants. The Municipality reserves the right to revoke a Sidewalk Café Permit where this nuisance occurs.

4.13 Placement or Removal of Improvements

- (a) All improvements must be contained within the area approved for the sidewalk café.
- (b) All umbrellas will be located entirely within the approved sidewalk café area.
- (c) All tables, chairs and decorative accessories in the sidewalk café should be constructed using weather resistant materials.
- (d) Any improvements may only remain in place during the period for which the sidewalk café is licensed.
- (e) Sidewalk café furnishings, fences, awnings, screens, signs, lighting and other sidewalk café improvements must be removable and not permanently fixed in place.
- (f) When the operation ceases, the street, sidewalk and Municipal property must be restored to its original condition to the satisfaction of the Engineer.

4.14 Season

Operation of the sidewalk café will be from May 15 until October 15, unless otherwise approved on the permit.

4.15 Sidewalk Use

Where the sidewalk café inhibits free flow of pedestrian traffic, in the opinion of the Municipality, the Owner will provide a temporary sidewalk adjacent to the sidewalk café with a minimum width of 5 feet (1.5 metre), subject to the

SIDEWALK CAFE POLICY

approval and specifications of the Municipality. Consideration must be given to accessibility and traffic movement and safety based on the requirements of the Traffic Authority.

Sidewalk cafés will not extend onto the frontage of abutting lots, unless written permission is obtained from abutting lot owners.

4.16 Utility Access

- (a) The Municipality and public utility agencies retain the right of access to the approved sidewalk café area for the installation, maintenance and repair of pipes, cables, wires, poles, hydrants, etc., as necessary.
- (b) In case of emergency, no notice may be given, although for scheduled work, a minimum notice of 48 hours will normally be given.
- (c) If necessary for utility access, sidewalk café improvements will be removed and reinstalled at the sidewalk cafés Owner's expense.

4.17 Waste and Storage

- (a) The sidewalk café Owner will maintain the sidewalk café area, and the immediately adjacent area, in a clean and safe condition at all times.
- (b) Waste receptacles and work-stations should be located along the building wall.
- (c) The Owner will ensure any refuse originating in the café is removed from the street right-of-way.

5.0 APPLICATION REQUIREMENTS

Every application for a Sidewalk Café Permit will be made in writing to the licensing authority, and will contain:

- (a) The name, mailing address, telephone number, and e-mail address of the applicant;
- (b) The name and street address of the food establishment;
- (c) A site plan drawn to the scale of 1 to 60 that shows:
 - i. the delineated area of the proposed sidewalk café;
 - ii. the proposed location and placement of planters, awnings, tables, chairs, fences and all other accessories in relation to the public sidewalk, and to the indoor restaurant associated with it; and
 - iii. the location of utility poles, hydrants, parking metres, bus shelters, manholes, traffic signs, etc.

SIDEWALK CAFE POLICY

- (d) Written confirmation that the applicant notified the abutting lot owners, or occupants of the abutting lot, about the proposed sidewalk use and their ability to comment to the Municipality. The notification must advise recipients that only comments received by the Municipality within ten (10) days of the date of the notice will be considered.

6.0 APPROVAL PROCESS

- (a) No Owner will establish a sidewalk café unless approval has been granted by the Municipality;
- (b) All permits for sidewalk cafés issued in the Municipality will be personal to the individual or business it is issued to and will be signed by the Development Officer and Clerk and sealed with the seal of the Municipality and will bear date of the day of issue;
- (d) A Sidewalk Café Permit issued under this Policy will be conspicuously displayed at all times at the owner's business;
- (e) An application may be refused if the requirements are not met. A refusal will be provided in writing and identify the reasons for refusal.

7.0 REVOCATION

Where an Owner fails to conform to the terms and conditions of approval, the Municipality may order that the sidewalk café be removed from the public sidewalk on which it is located. If the Owner fails to comply with such an order within twenty-four (24) hours of notification, the Municipality may take such action needed to have the sidewalk café removed at the Owners expense.

8.0 APPEAL PROCESS

A decision of the licensing authority to refuse to issue or to revoke a permit may be appealed to Council within fourteen (14) days of the decision of the licensing authority by written notice of appeal delivered to the Clerk. Council will convene an appeal hearing within sixty (60) days of receipt of the appeal letter and may, following the appeal hearing, confirm or rescind the licensing authority's decision.

9.0 OTHER PERMITS REQUIRED

An Owner must determine from the Municipality whether the Owner requires additional permits in association with the Sidewalk Café Permit. Among others,

SIDEWALK CAFE POLICY

- (a) Development and Building permits may be required prior to the installation of barriers, structures and awnings and these will conform to the requirements of the Building Code and the relevant Land Use By-law.
- (b) A development permit may be required for any advertising signs within the sidewalk café, and these must conform to the relevant Land Use By-law.
- (c) The approval of an application under this Policy will not in any way imply that any requirements from any Provincial licensing authority have been met. It will be the Owner's responsibility to apply for and obtain any and all necessary Provincial permits and licenses.

10.0 FEES

- (a) There will be an annual rental charge for the use of sidewalk café space payable to the Municipality in accordance with the Municipality's Fee Policy.
- (b) This rental charge will be payable in full in advance for the entire term of the permit.
- (c) Any additional costs incurred by the Municipality as a result of the Sidewalk Café Permit will be billed to and paid by the applicant.

11.0 REPEAL

The Sidewalk Café Policy of the former Town of Windsor dated July 2, 2003 is hereby repealed.

I, (Municipal Clerk Name), Municipal Clerk of the West Hants Regional Municipality, in the Province of Nova Scotia, do hereby certify that this is a true copy of the Policy as adopted by the Council of the West Hants Regional Municipality at a meeting duly called and held on the ____ day of _____(month), _____(year).

(Signature of Municipal Clerk)
(Typed name of Municipal Clerk)

SIDEWALK CAFE POLICY

<i>Adoption</i>	
<i>Notice to Council:</i>	<i>Date</i>
<i>Approval:</i>	<i>Date</i>
<i>Description:</i>	



TOWN OF WINDSOR

SIDEWALK CAFES POLICY

PURPOSE:

The purpose of this policy is to set consistent guidelines under which owners of food establishments ("Owner") may expand their operation, by providing a seasonal outdoor dining area, and to further add to the vitality of downtown Windsor.

DEFINITION:

For the purpose of this policy, a *sidewalk café* is defined as a group of tables and chairs, and other accessories belonging to an Owner, situated and maintained upon a public sidewalk or pedestrian mall, for the use and consumption of food and beverages sold to the public, from or in, the Owner's adjoining indoor food and beverage establishment.

REQUIREMENTS

1) Accessory Use

Sidewalk cafés shall be located adjacent to an existing food and beverage establishment and shall be considered an *accessory use*.

2) Hours of Operation

A sidewalk café shall be operated for no longer than the operating hours of the principal use to which it is an accessory.

3) Sidewalk Use

- (a) Where the sidewalk café inhibits free flow of pedestrian traffic, in the opinion of the Town, the Owner shall provide a temporary sidewalk adjacent to the sidewalk café with a minimum width of five (5) feet, subject to the approval and specifications of the Town. Consideration will be given for accessibility and for traffic movement and safety based on approval of the Traffic Authority.
- (b) Sidewalk cafes shall not extend onto the frontage of abutting property owners, unless written permission is obtained from abutting property owners.

4) Fencing:

- (a) Sidewalk café fences shall not exceed 3 feet (1 metre) in height.
- (b) Open fencing shall be used or fabric insert panels may be used.
- (c) Fencing should incorporate a solid base perimeter to facilitate identification of the barrier by visually impaired individuals.
- (d) Any fencing located within 20 feet (6 metres) of an intersection shall not obstruct the vehicular view angles, as determined by the Town.

5) Umbrellas

All umbrellas shall be located entirely within the approved sidewalk café area.

6) Waste and Storage

- (a) The sidewalk café Owner shall maintain the sidewalk café area, and the immediately adjacent area, in a clean and safe condition at all times.
- (b) Waste receptacles and work-stations should be located along the building wall.
- (c) The Owner shall ensure any refuse originating in the café is removed from the street right-of-way.

7) Access

The Owner shall maintain a minimum width of 3 feet 6 inches (1.1metres) of unobstructed (barrier free) walkway to the entrance of the building.

8) Landscaping

Landscaping of the sidewalk café is encouraged, however, this should be of a temporary nature, unless otherwise approved. Plant material must be contained within the approved sidewalk café area.

9) Lighting

Any lighting of the sidewalk café shall be of a temporary nature and shall not project onto adjacent properties, nor conflict with traffic control indicators.

10) Sidewalk Café Furnishings

All tables, chairs and decorative accessories in the sidewalk café should be constructed using weather resistant materials.

11) Removal of Improvements

- (a) Sidewalk café furnishings, fences, awnings, screens, signs, lighting and other sidewalk café improvements must be removable and not permanently fixed in place
- (b) All objects must be contained within the area approved for the sidewalk café.
- (c) All objects must be removed during the off-season or after the sidewalk café ceases operation.

- (d) When the operation ceases, the street, sidewalk and municipal property must be restored to its original condition, to the satisfaction of the Engineer.

12) Noise

Music or other entertainment provided for patrons of a sidewalk café shall not create a nuisance to abutting property owners or neighbouring property owners. The Town reserves the right to revoke permits where this nuisance occurs.

13) Utility Access

- (a) The Town of Windsor and public utility agencies retain the right of access to the approved sidewalk café area, for the installation, maintenance and repair of pipes, cables, wires, poles, hydrants, etc., as necessary.
- (b) In case of emergency, no notice may be given, although for scheduled work, a minimum notice of 48 hours will normally be given.
- (c) Sidewalk café improvements shall be removed and reinstalled at the sidewalk cafés Owner's expense.

14) Emergency Vehicle Access

The Town of Windsor retains the right of access to the approved sidewalk café for emergency vehicle access.

APPROVAL PROCESS

- 15) No Owner shall establish a sidewalk café unless approval has been granted by the Town of Windsor;

- 16) Prior to approving the application, the Town of Windsor requires the applicant to advise abutting property owners of this proposed sidewalk use, and will encourage feedback from them, which, in turn, will be considered during the approval process and submit written confirmation of the notification.

- 17) An application may be refused, should the guidelines not be met; however, notification of this decision will be provided in writing to the applicant, along with those shortcomings identified.

18) Appeal Process

Should an application be declined, the applicant may appeal in writing, with reasons, to Council for reconsideration of that decision. Council shall deliver a written decision, through its CAO or Clerk within 60 days of receipt of the appeal letter.

19) Revocation of Approval

Where an Owner fails to conform to the terms and conditions of approval, the Town of Windsor may order that the sidewalk café be removed from the public sidewalk on which it is located. If the Owner fails to comply with such an order within 24 hours notification, the Town may take such action needed to have the sidewalk café removed.

20) Other Permits Required:

An Owner must determine from the Town whether the Owner requires permits in association with the sidewalk café. Among others,

- (a) *Building and development permits* may be required prior to the installation of barriers, structures and awnings and these shall conform to the requirements of the Building Bylaw and the Land Use Bylaw.
- (b) A *Sign Permit* may be required for any advertising within the sidewalk café, and this must conform to the Land Use Bylaw.
- (c) The approval of an application under this policy shall not in any way imply that any requirements from any Provincial licensing authority have been met. It shall be the owners responsibility to apply for and obtain any and all necessary Provincial permits and licenses.

21) Fees

- (a) There shall be an annual rental charge for the use of sidewalk café space payable to the Town, at the rate of \$0.50 per square foot (0.0929 square meters) for a term not exceeding May 15 to October 15. This rental charge is a monthly rental which shall be payable in full in advance for the entire term of the permit.
- (b) Any additional costs incurred by the Town as a result of the approval of this application i.e. additional signage shall be billed to and paid by the applicant.

22) Information Requirements

The applicant should submit a site plan, (drawn to the scale of 1 to 60)

- (a) This will show the delineated area of the proposed sidewalk café.
- (b) It will show the proposed location and placement of planters, awnings, tables, chairs, fences and all other accessories in relation to the public sidewalk; and to the indoor restaurant associated with it.
- (c) The plan shall show the location of utility poles, hydrants, parking meters, bus shelters, manholes, traffic signs, etc.

23) Design

The design of the sidewalk café should be consistent with the age and character of the building for which it serves as an accessory use. As the Town of Windsor wishes to enhance the beauty of the downtown area with aesthetically pleasing designs and plantings, the inclusion of these items shall be considered in review of all applications.

24) Insurance

- (a) The Owner of a sidewalk café must carry a minimum of \$2,000,000 liability insurance for the operation of the sidewalk café and must indemnify the Town of Windsor safe and harmless, from any and all claims of injury to persons or damage to property attributable, in whole or in part, to the existence, location and operation of a sidewalk café in the public right-of-way.
- (b) Proof of insurance shall be provided before the permit is issued.

(c) The Town of Windsor shall be notified 10 days before the cancellation of this insurance.

25) Season

Operation of the sidewalk café shall be from May 15 until October 15, unless otherwise approved.



First Reading June 22, 2021
233 Gray Street and Abutting Lot

APPLICATION

- application for development agreement completed April 9, 2021
- to allow some of the parking required for the existing 15-unit apartment building at 233 Gray Street to be located on the abutting lot (PID #45354065)

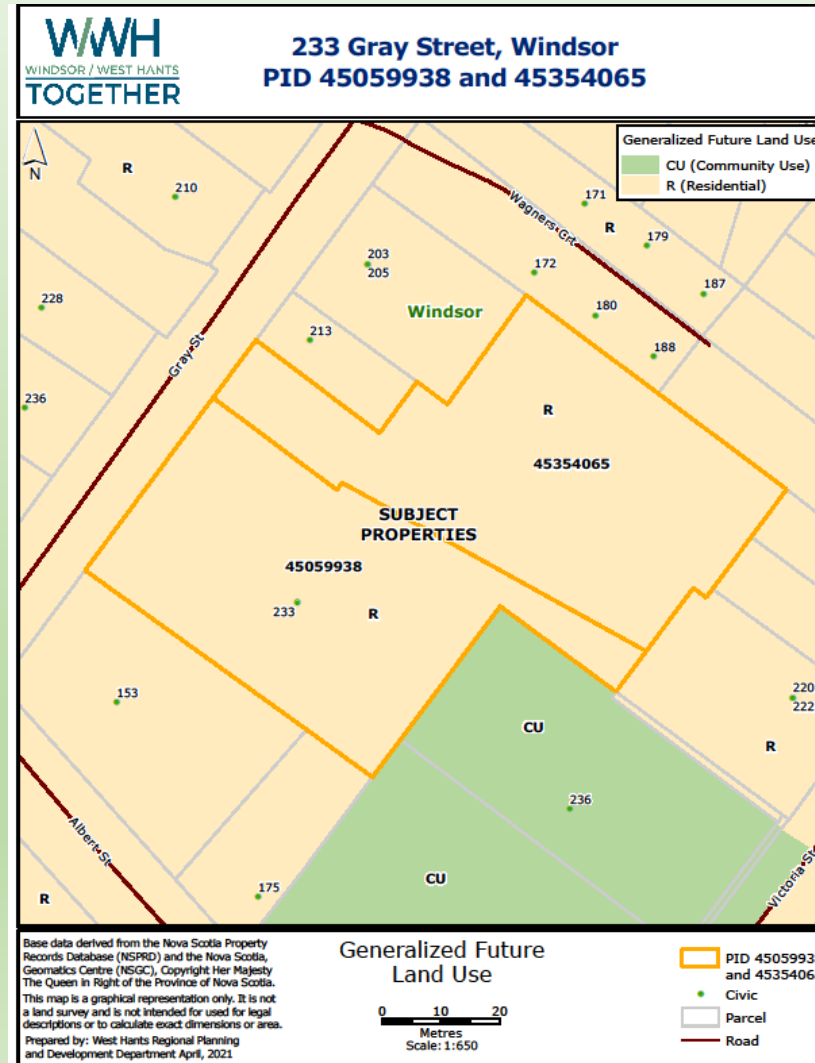
EXISTING SITUATION

- 15-unit apartment building at 233 Gray Street
- most parking for 233 Gray is on the vacant lot next door (PID# 45354065)



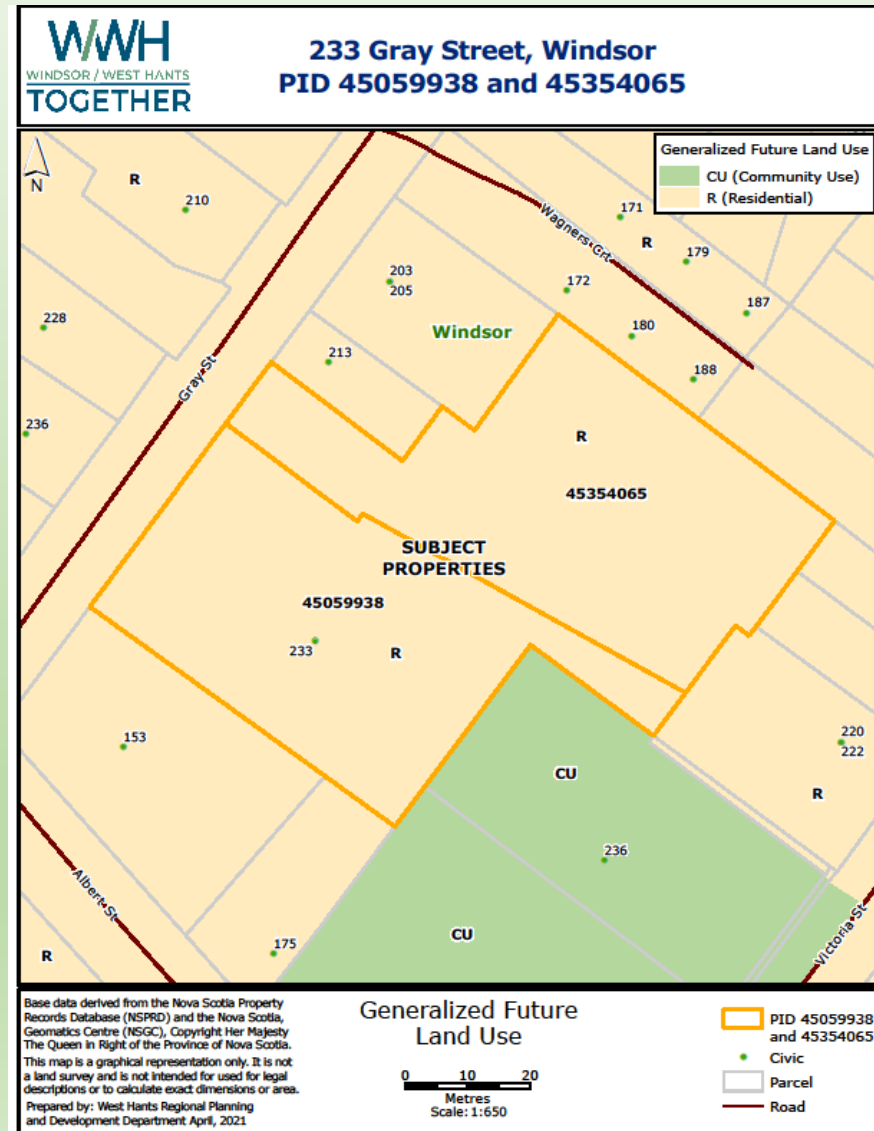
DESIGNATION

- both lots are designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy



ZONE

- both lots are zoned High Density Residential (R-4) in the Land Use By-law



233 Gray Street: Existing Building



Parking Lot Entry



PROPOSED USE

- a development permit has been issued for a 15-unit apartment building on the vacant lot (PID#45354065)
- High Density Residential (R-4) Zone permits dwellings with more than 6 units (apartment buildings) “as-of-right”: just by getting permits
- a development agreement was NOT required for the new apartment building
- parking for the new building & some of the parking for 233 Gray Street will be located on the now-vacant lot

The site plan illustrates the layout of Lot W-7A, bounded by Gray Street to the north, Victoria Street to the south, and an alleyway to the east. The plan includes the following details:

- Existing Building:** A 15-unit residential building located on the west side of the lot, adjacent to Gray Street. It has a lot area of 26,500 Sq.Ft and PID 45059938.
- Proposed Building:** A 15-unit, 3-level residential building located on the east side of the lot, adjacent to the alleyway. It has a lot area of 27,935 Sq.Ft and PID 45354065.
- Parking Areas:**
 - A parking lot of 15 spots is located north of the existing building.
 - A parking lot of 12 spots is located east of the existing building.
 - A parking lot of 6 spots is located north of the proposed building.
 - A parking lot of 4 spots is located east of the proposed building.
 - A parking lot of 2 spots is located south of the existing building.
 - A parking lot of 4 spots is located south of the existing building.
 - A parking lot of 1 spot is located south of the existing building.
- Streets and Setbacks:**
 - Gray Street is to the north, with a lot frontage of 119.6'.
 - Victoria Street is to the south, with a lot frontage of 119.7'.
 - The alleyway is to the east, with a width of 64'30"W.
 - Setback lines are indicated for the proposed building, with a 35' setback from the alleyway.
- Other Features:**
 - Grass areas are shown throughout the site.
 - Garage bins are located near the existing building.
 - Utility lines (gas, water, sewer) are shown running through the site.

DEVELOPMENT AGREEMENT

- a development agreement is a contract between the Municipality and an owner to allow something to happen on a lot which would not usually be allowed
- Windsor Land Use By-law requires parking to be located on the same lot as the use it supports or on a different lot only by development agreement
- the proposed development agreement is to allow parking for 233 Gray Street to be located on the lot next door
- each development agreement is considered based on whether the opportunity to have a development agreement is established in the Land Use By-law and the criteria established by Council in the Windsor Municipal Planning Strategy

LAND USE BY-LAW

- the ability for Council to consider a development agreement for parking on a separate lot is established in the Windsor Land Use By-law:

6.0 DEVELOPMENT AGREEMENTS

Developments to be considered by Development Agreement

6.1 *The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

- (a) *parking on a separate lot in accordance with **Policy 4.11.3** of the Municipal Planning Strategy;*

Policy 4.11.2 *It shall be the policy of Council that off-street parking must be provided on the same lot as the use.*

Policy 4.11.3 *Notwithstanding Policy 4.11.2, parking may be provided on a separate lot by development agreement subject to the following criteria:*

<i>(a) the lot is within 300 ft. (91.44 m.) of the lot for which the parking is required;</i>	
<i>(b) the two lots are in the same ownership;</i>	
<i>(c) the agreement ensures the required parking is continued to be provided for the said use on the separate lot; and</i>	
<i>(d) the provisions of Policy 16.3.1 of the Municipal Planning Strategy (are met)</i>	

MUNICIPAL PLANNING STRATEGY

MPS 16.3.1 contains the general criteria for development agreements

- majority of criteria are not applicable as no structure is proposed
- Traffic Authority has determined the road network is adequate and there are no concerns related to the proposed parking lot
- no anticipated municipal costs related to the development
- Development Officer notes the vacant lot is appropriate for the intended use

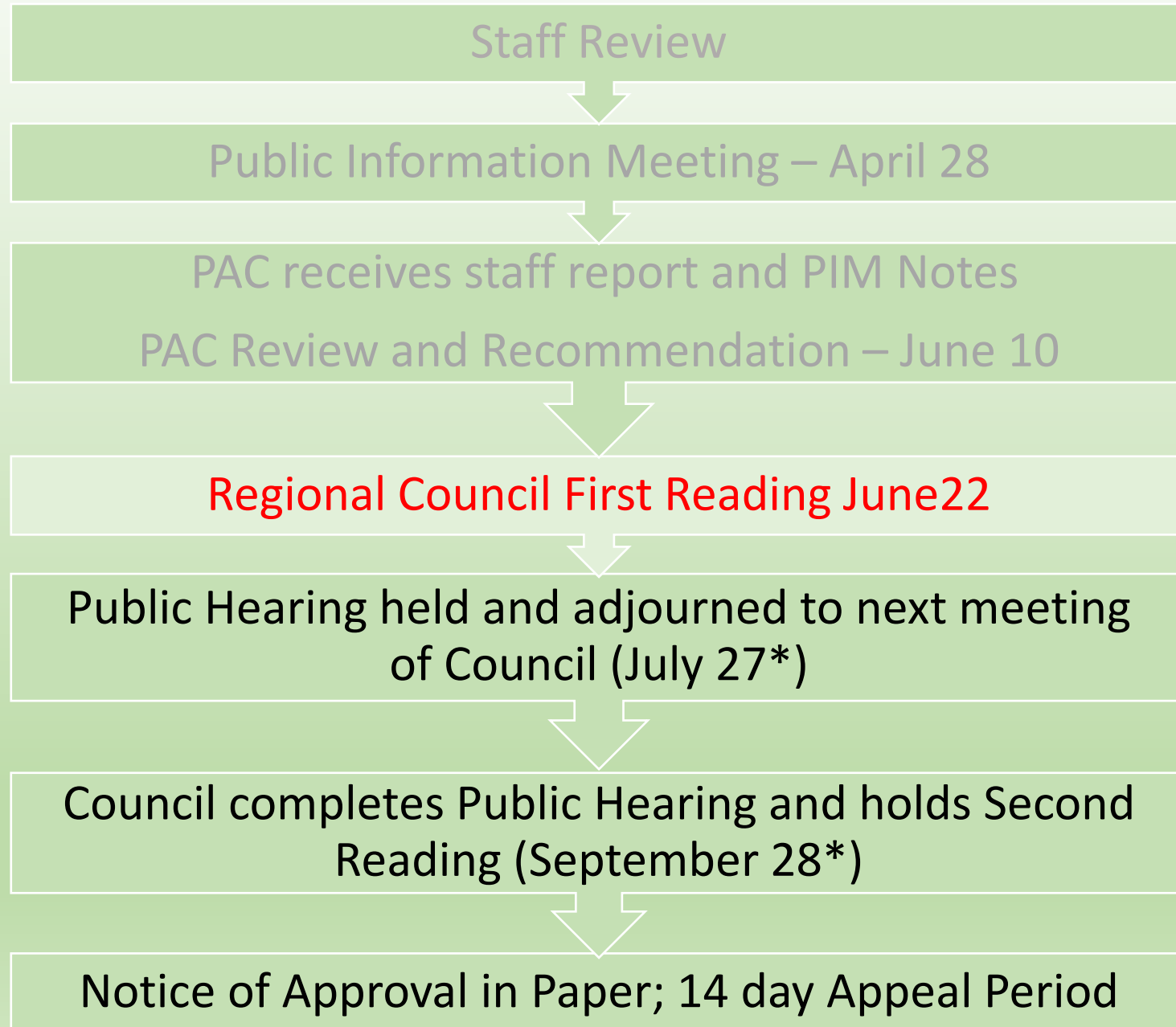
DEVELOPMENT AGREEMENT

- applies to both 233 Gray Street and the vacant lot next door
- requires a minimum of 43 parking spaces; LUB would require 45
- parking spaces must be minimum of 9' x 11'
- driveway and spaces to be located approximately as shown
- Development Officer can vary the required number of spaces & arrangement of spaces
- no parts of the agreement identified as substantive

Process

Notice was placed in the local paper, Facebook, and the Municipal Website.

*anticipated dates
final dates will be set
by Council



PAC/HAC RECOMMENDATION

... that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to permit the required parking for two fifteen-unit apartment buildings, located on 233 Gray Street, PID 45059938 and the abutting lot, PID 45354065, to be located in a manner substantively the same as described in the draft set out in Attachment A of the report to the Planning and Heritage Advisory Committee regarding File 21-08 dated June 10, 2021.





WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: June 22, 2021

Subject: Development Agreement: 233 Gray Street and PID #45354065,
Windsor
File # 21-08C

LEGISLATIVE AUTHORITY

Section 210 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to a Public Hearing as recommended by PAC/HAC, the following motion would be in order:

... that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit the required parking for two fifteen-unit apartment buildings, located on 233 Gray Street, PID 45059938 and the abutting lot, PID 45354065, to be located in a manner substantively the same as described in the draft set out in Attachment A of the report to the Planning and Heritage Advisory Committee regarding File 21-08 dated June 10, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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DISCUSSION

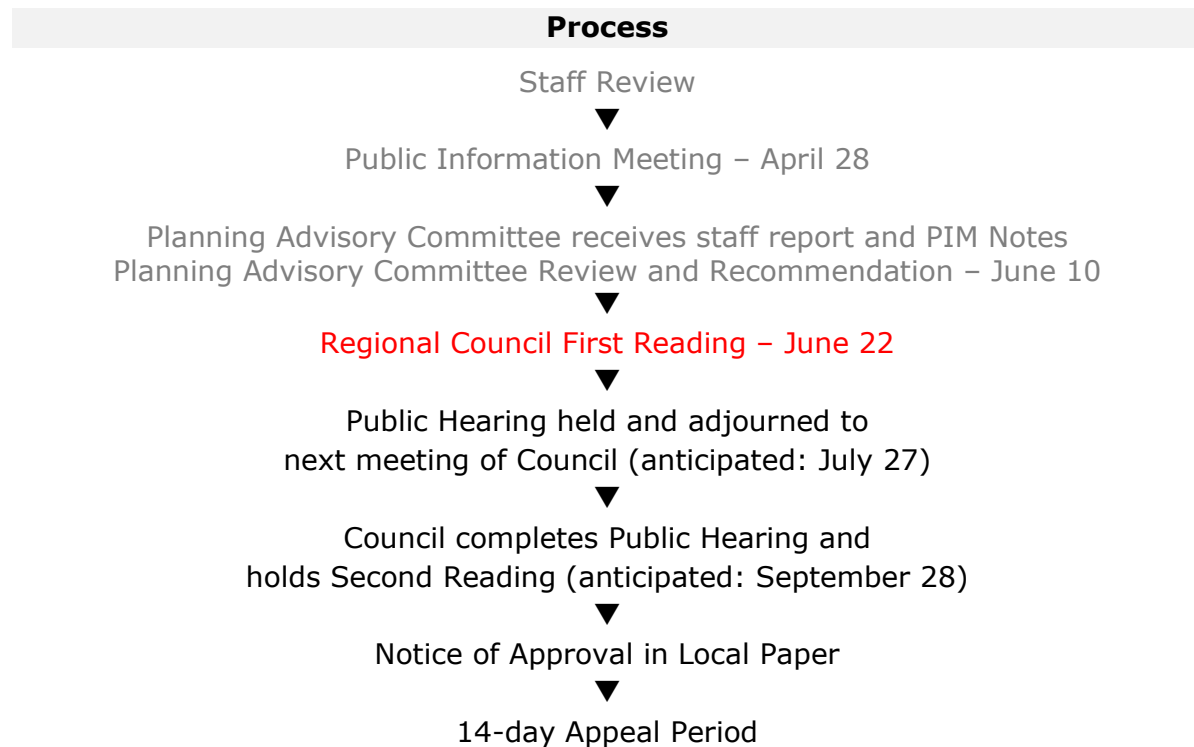
A Public Information Meeting was held on April 28, 2021.

On June 10, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC).

PAC/HAC recommended in favour of the development agreement on June 10, 2021.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- provide alternative direction such as requesting further information on a specific topic.

APPENDIX

Appendix A Public Information Meeting Notes – File 21-08A
 Staff Report and Recommendation - File 21-08B

CHIEF ADMINISTRATIVE OFFICER REVIEW

I have no further comments. After attending the June 10, 2021 PAC/HAC meeting is support the recommendation.

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

APPENDIX A

Public Information Meeting Notes

April 28, 2021- May 11, 2021

File 21-08A

233 Gray Street and Abutting Lot PID # 45354065

Meeting date and time	A public information meeting was held on April 28, 2021 beginning at 7 p.m. The meeting was broadcast live on the Municipal Facebook page.
File Number	21-08 A
Attending	Councillor Jim Ivey, PIM Chair Madelyn LeMay, Director, Planning and Development Sara Poirier, Planner John Salah, Applicant Xhavid Kuka, Owner Jani Mroshaj , Owner As this meeting was held virtually there were no members of the public present.
Applicant John Salah, Quadra Engineering Agent 3332758 Nova Scotia Limited Xhavid Kuka, President Jani Mroshaj, Vice President	Ms. LeMay outlined the application for a development agreement to permit a portion of the parking required for 233 Gray Street to be located on the abutting vacant lot, PID 45354065. A presentation was not made by the applicant.
Comments	Written comments were received from four (4) individuals: • three individuals thought the development agreement was for an apartment building which is permitted as-of-right; all of their comments or questions were about the apartment building; • 2 individuals requested digital copies of the plan for the parking lot; • 1 individual indicated there is no point in meeting if changes might be made after the PIM; • 1 individual was not opposed to the parking arrangements; • 1 individual had questions but no comments
Adjournment	The presentation portion of the PIM ended at approximately 6:15 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. LeMay until May 11, 2021.
Attachment A	PIM Submissions

ATTACHMENT A

PIM Submissions: 233 Gray Street

Received April 21 to May 11, 2021

Compiled May 12, 2021

From: Garth Hancock

Sent: Wednesday, April 21, 2021 12:58 PM

To: Madelyn LeMay <MLeMay@westhants.ca>

Subject: 233 Gray St

please e-mail me a legible copy of the proposed parking plan

Second - why is a red line shown on the picture of Wagners court I'm not aware of any road on that property

Yes I can see this plan not like the one mailed out. What is the sense of a meeting if you change things after?. I notice a 15' sideline set back but balconies extend out within the 15'. What is the required sideline setback.

The developer will get as much as he can get away with ,the come back and ask for changes to get more. All we can do as is try to keep things as allowed and try not to have the Municipality give things that are not as of right. The meetings are just a waste of time process for the neighbours after the meeting it is the Municipality that will tow the line or sell us out. I will see if I can find the requirements for R-4 if I can not I will ask you where to find them.

Due to Covid we will not be attending any public meetings. I understand the specks will change after the meeting so the meeting seems pointless anyway.

Please accept my comment as any input I would of given at a meeting.

What people want is as low of a building as possible - The most green space possible abutting their property as possible and as much privacy from the building as possible.

Please note The notice of this meeting sent to the public contained incorrect information the plan mailed out was not legible and the information should of included a copy of the R-4 Zoning requirements . It appears some of the requirements differ from the proposal.

I personally would like to see any Balconies facing existing buildings placed at a maximum distance to the lot line as this is where people will flick cigarette butts and other butts and have B.B.Q's weather they are allowed or not. Normally fire safety is an important issue.

It will be up to the Municipality to make the development meet requirements any gifts to the developer will come at a cost to the adjacent property owners in the way of loss of value and enjoyment

Thanks please accept this as input.

From: (Doug Allen)

Sent: Thursday, April 22, 2021 5:10 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: 233 Gray

Hi Madelyn;

Just received your communication related to 233 Gray.

No objections to the change related to the parking arrangements.

The 15 unit apartment building. No objections as long as the build remains 15 units or less.

Cheers
Doug Allen

For Irene Allen

From: Chris Sanford
Sent: Wednesday, April 28, 2021 5:33 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: digital copy of plot plan not readable

Hi

Can you forward me a digital copy of the plot plan that was sent out via regular mail. The copy sent out is not readable.

Thanks
Chris Sanford

From: Janet Smith
Sent: Tuesday, May 11, 2021 3:07 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: 233 Grey Street

Dear Ms. LeMay,

I wish to inquire regarding the proposed development located at 233 Gray Street. I have a few questions for your consideration:

1. Is this project a government subsidized public/private partnership receiving funding from either Federal, Provincial or Municipal government or a combination of all sources?
2. How tall is the proposed development i.e. how many floors?
3. Why was there no public consultation regarding this development considering this is the heritage property district and the development is to be situated in the center of, and thus surrounded mostly by single family dwellings of historic character?

4. After this development is completed, will the municipality accept application and consider this property eligible for a 'Phased In Assessment Agreement' under the DEVELOPMENT SUPPORT PROGRAM, for Taxation Rebates?
5. Is the West Hants Housing Coalition involved in this project/development?
6. Is this project/development involved with the National Housing Strategy / Rapid Housing Authority and Rental Construction Financing Initiative?
7. On what date did the 'Developer' make application for the proposed development and when does the Department of Planning and Development intend to finalize the application?
8. What is the estimated annual tax revenue this development is expected / calculated to contribute to the Windsor West Hants Municipality?

Thank you for your time and attention to these questions and I look forward to hearing from you at your nearest opportunity.

Sincerely,
Janet Smith

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee

Submitted by: _____
Madelyn LeMay, Planner

Date: June 10, 2021

Subject: Development Agreement: 233 Gray Street and PID #45354065,
Windsor
File # 21-08 B

1.0 LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

2.0 RECOMMENDATION

Staff recommends that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit the required parking for two fifteen-unit apartment buildings, located on 233 Gray Street, PID 45059938 and the abutting lot, PID 45354065, to be located in a manner substantively the same as described in the draft set out in Attachment A of the report to the Planning and Heritage Advisory Committee regarding File 21-08 dated June 10, 2021.

3.0 BACKGROUND

An application was completed on April 9, 2021 from John Salah of Quadra Engineering, acting for 3332758 Nova Scotia Limited, to consider a development agreement to allow part of the parking for the 15-unit apartment building at 233 Gray Street to be located on the abutting vacant lot (PID 45354065). An application for a development permit for the vacant lot showed that parking for the apartment building at 233 Gray Street (PID 45059938), which should be entirely located on the lot at 233 Gray Street, has spilled over onto the vacant lot in violation of the WLUB (Figure1).

Both lots are designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS) and zoned High Density

Residential (R-4) on the zoning map of the Windsor Land Use By-law (WLUB). Both lots are held in the same ownership: 3332758 Nova Scotia Limited.

Each of these lots can be sold separately. In order that future owners of both lots are aware of the agreement regarding parking, it is appropriate that the development agreement be recorded on the title of each property.

4.0 DISCUSSION

4.1 Vacant Lot: PID 45354065

The developer has requested permission to construct a 15-unit apartment building on this lot. Although the lot has only 40' of frontage on the street, the lot was created in June 2005, prior to the effective date of the WLUB (September of 2005), and s.5.13 of the WLUB enables it to be developed. All parking for the new building can be located on the now-vacant lot, and all other requirements of the WLUB have been met, so a development permit has been issued for the 15-unit apartment building.

4.2 233 Gray Street, PID 45059938

4.2.1 Existing Violation

In 2005 a development permit was issued for a 15-unit apartment building on the lot at 233 Gray Street. The building was constructed and is in use to-day. The parking required by the development permit has not remained all on the lot at 233 Gray Street; it has expanded into the abutting vacant lot. As a result, the existing building is in violation of the WLUB.

4.2.2 Request for Development Agreement

Clause 6.1 (a) of the WLUB enables parking to be located on a separate lot by development agreement in accordance with Policy 4.11.3 of the Windsor Municipal Planning Strategy. The owner of both lots has requested a development agreement to regularize the placement of part of the parking for 233 Gray Street on the now-vacant lot.

The development agreement proposal provides a minimum of 43 parking spaces for the two fifteen (15) unit apartment buildings. This is two spaces short of the parking which would usually be required by the Land Use By-law, but is more than would be required by a more usual modern standard of 1.25/unit (38 spaces). Each parking space is 9' by 20' which is narrower than required by the WLUB, but meets most modern standards.

4.2.3 Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development

agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. In the case of considering parking on a separate lot only by development agreement, Council is ensuring that the parking is tied legally to the use and that any future purchaser of the property will be aware of the requirements.

A proposal being considered must be measured against only any specific criteria for that use and the general criteria for the proposal in the MPS. No other criteria are used when considering a development agreement.

4.2.4 WMPS Specific Criteria for Parking by Development Agreement

Each of the criteria is met by the proposal (Attachment A). It is within 300' of the lot which the parking serves, the lots are held in the same ownership and the draft development agreement ties the parking for each lot to both property descriptions.

4.2.5 WMPS General Criteria

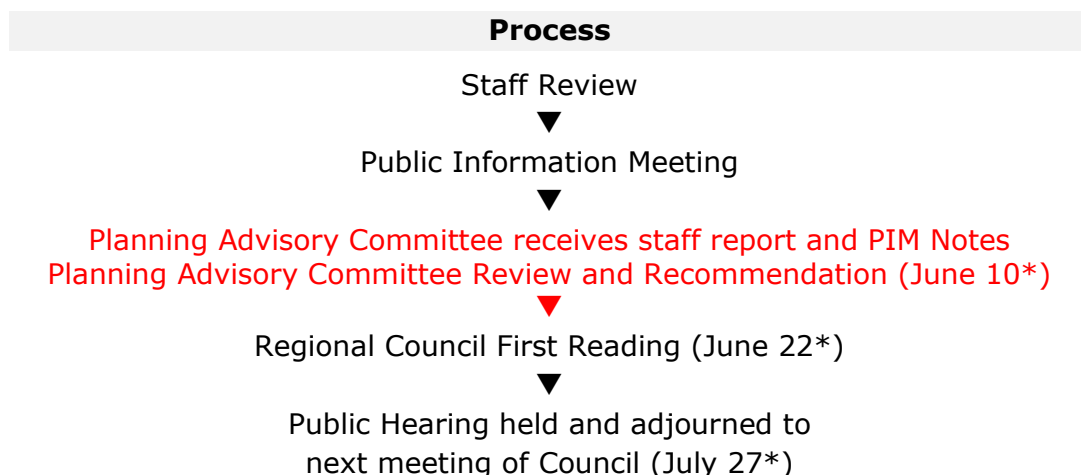
The proposal meets the general criteria for development agreement set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary, the proposal is neither premature nor inappropriate and no problems are anticipated by either the Traffic Authority or the Development Officer.

4.2.6 Municipal Climate Change Action Plan

Since this is a development agreement outside the Environmental Constraints Area only to regularize parking on an abutting lot, the application was not measured against the Municipal Climate Change Action Plan.

5.0 **NEXT STEPS**

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WMPS and is consistent with the intent, objectives and policies. Dates shown are the anticipated dates; the final dates will be set by Council.



▼
Council completes Public Hearing and
holds Second Reading (September 28*)

▼
Ministerial Approval or Appeal Period

▼
Notice of Approval in Local Paper

6.0 FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality regarding this development agreement.

7.0 ALTERNATIVES

In response to the application, PAC/HAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC;
- provide alternative direction such as requesting further information on a specific topic.

8. ATTACHMENTS

Figure 1 Orthophoto: Existing Situation

Figure 2 Windsor GFLUM Extract

Figure 3 Windsor Zoning Map Extract

Attachment A Specific Criteria for Development Agreement

Attachment B General Criteria for Development Agreement

Report Prepared by: _____
Madelyn LeMay, Director of Planning and Development

Figure 1
Orthophoto: Existing Situation

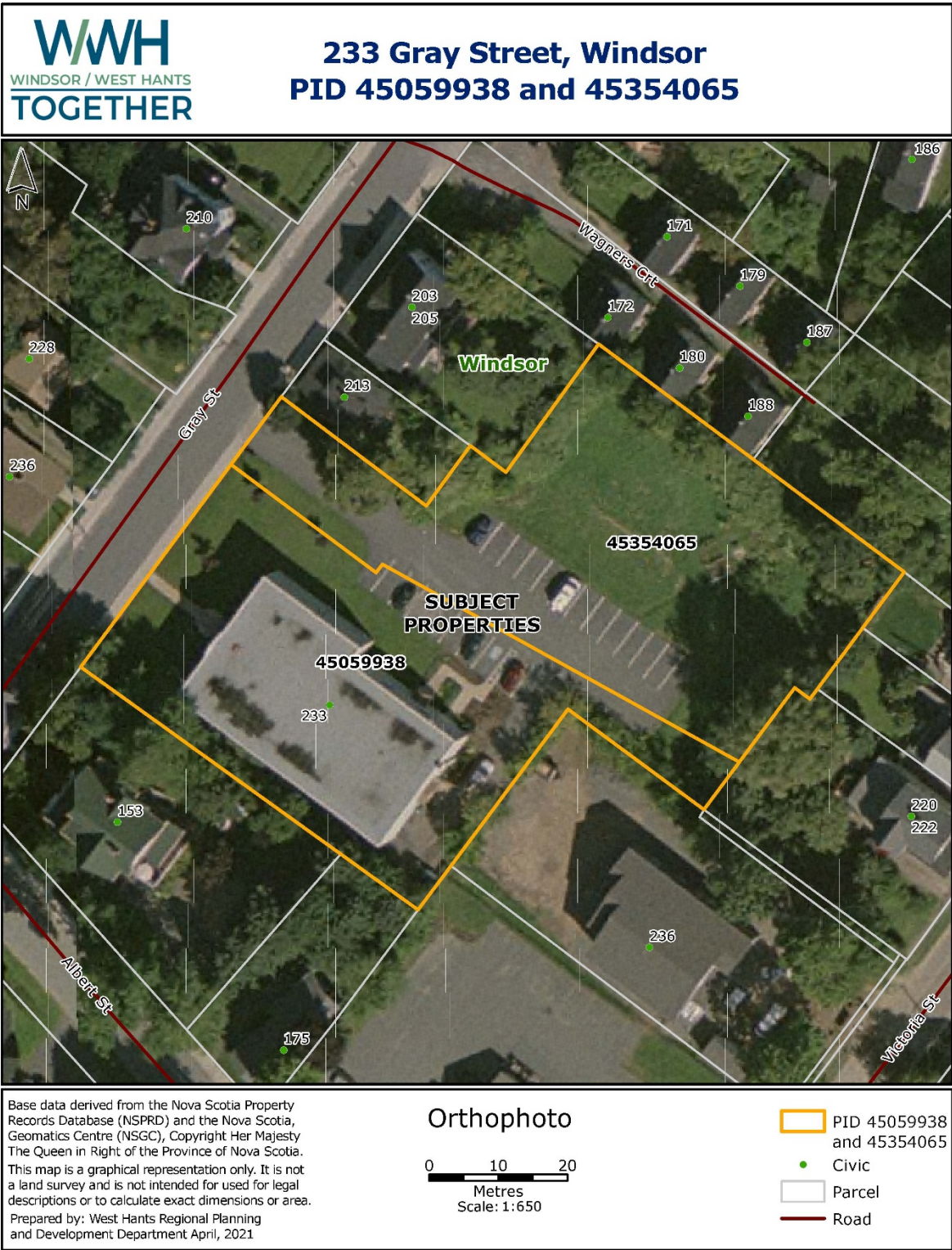


Figure 2

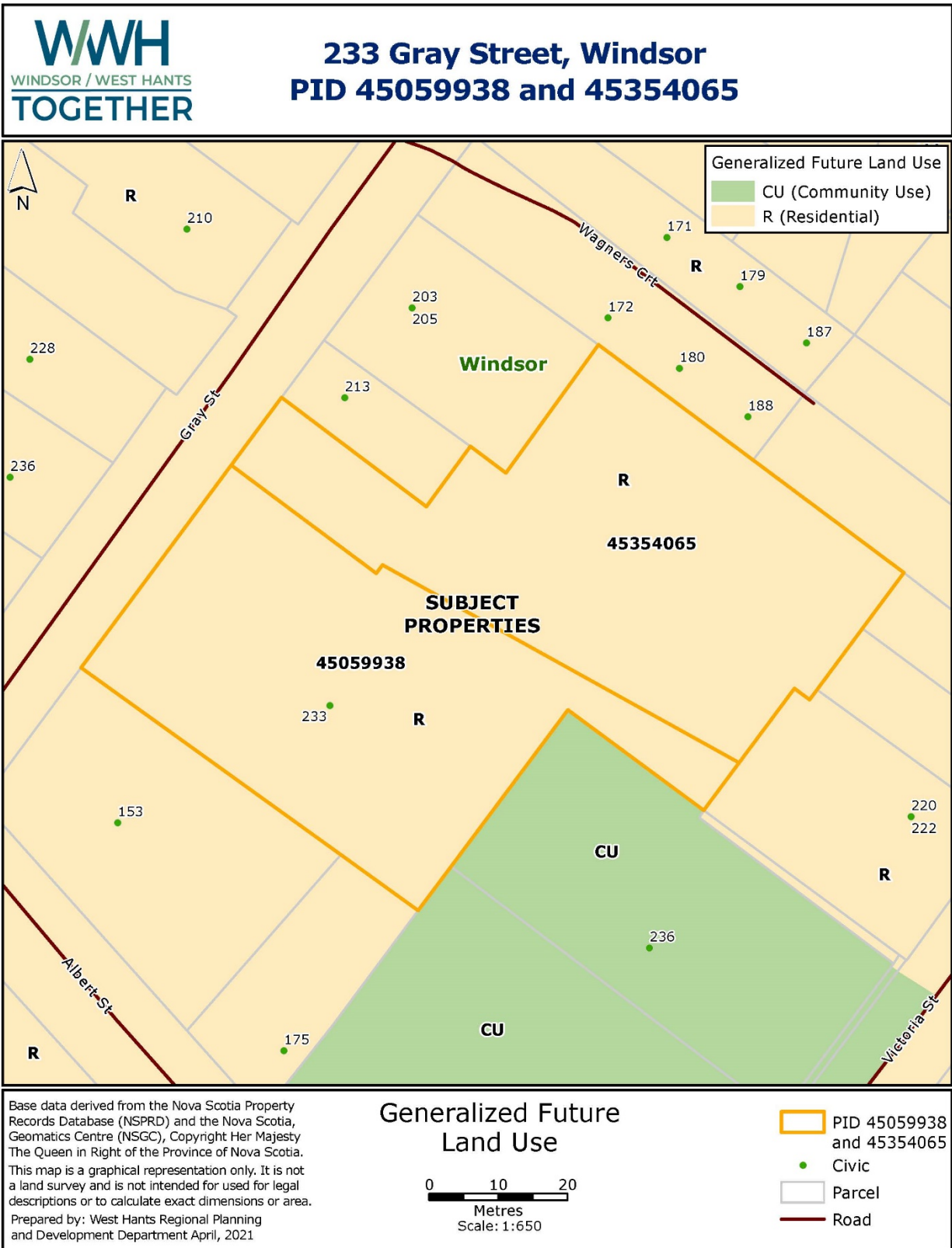
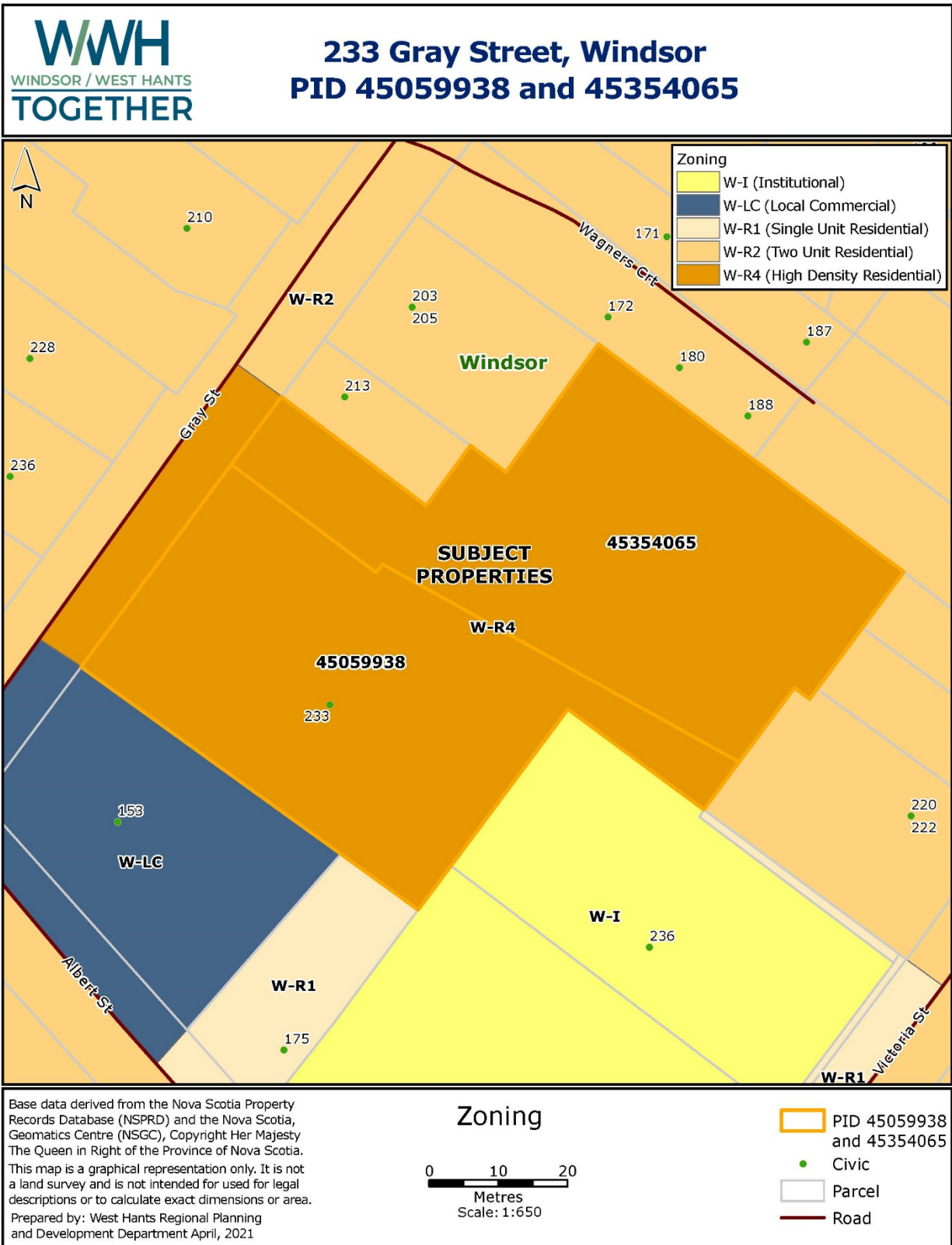


Figure 3



Attachment A
Specific Criteria for Amendment

WMPS Policy 4.11.3

Notwithstanding Policy 4.11.2, parking may be provided on a separate lot by development agreement subject to the following criteria:

CRITERIA	COMMENT
<i>(a) the lot is within 300 ft. (91.44 m.) of the lot for which the parking is required;</i>	The lots abut one another.
<i>(b) the two lots are in the same ownership</i>	Both lots are owned by 3332758 Nova Scotia Limited
<i>(c) the agreement ensures the required parking is continued to be provided for the said use on the separate lot; and</i>	The draft development agreement requires the shared driveway and part of the parking to support the 15-unit apartment building on PID 45059938 be located on PID 45354065.
<i>(d) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	Please see Attachment B

Attachment B General Criteria

Policy 16.3.1 In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	Not applicable as no structure is proposed.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as no structure is proposed.
<i>(iii) the adequacy of fire protection;</i>	Not applicable as no structure is proposed.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Traffic Authority has determined the road network to be adequate.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs related to the development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Traffic Authority has no concerns regarding the proposed parking lot.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer has commented that the lot is appropriate for the intended use.
<i>(d) the pattern of development which the proposal might create;</i>	The proposed shared parking does not affect the development pattern.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i>	The lot is now used for parking for the adjacent lot and appears suitable; the development agreement does not warrant that the lot is suitable for the proposed parking use.
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	There are no apparent Provincial or Federal requirements.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	No other policies are relevant to the proposed development agreement.



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the Municipal Government Act, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

3332758 NOVA SCOTIA LIMITED, a body corporate, with a head office at Bedford, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of two lots located at 233 Gray Street, PID 45059938 and PID 45354065, Windsor hereinafter referred to as the "Properties", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (September 21, 2005) and zoned High Density Residential (R-4) on the Zoning Map of the Windsor Land Use By-law (September 21, 2005); and

WHEREAS the Owner wishes to accommodate part of the parking required for a fifteen-unit apartment building located at 233 Gray Street, PID 45059938 on PID 45354065; and

WHEREAS Policy 4.11.3 of the Windsor Municipal Planning Strategy (the "Municipal Planning Strategy") and Clause 6.1 (a) of the Windsor Land Use By-law (the "Land Use By-law") provide that parking located on separate lot within 300' of the use it supports may be considered by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2021, approved this request;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

Parking Space means a space measuring 9' by 20', exclusive of driveways, ramps or aisles, to park one vehicle for purposes other than the display or offering of sale of commodities.

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A – Property Descriptions

Schedule B – Site Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

(a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;

(b) *Land Use Bylaw* means the Land Use Bylaw of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;

(c) *Subdivision Bylaw* means the Subdivision Bylaw of the Town of Windsor approved on January 24, 2012, as amended, or successor bylaws.

PART 2 GENERAL REQUIREMENTS

2.1 Use

The Parties agree that uses on the Properties shall be limited to the following:

- (a) those uses permitted by the underlying zoning of the Land Use By-law;
- (b) a driveway providing access to parking spaces;
- (c) a minimum of 43 clearly demarcated parking spaces located entirely on PID 45354065 and PID 45059938, arranged approximately as shown on Schedule B, required to support two 15-unit apartment buildings.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Access and Egress

The vehicular entrance and exit for the property shall be via the existing driveway located approximately as shown on the Site Plan (Schedule B).

2.3 Variance

The parking layout and the minimum number of parking spaces required may be varied in writing by the Development Officer without amending this agreement provided that the number of spaces for each apartment unit shall not be reduced below one (1).

2.4 Lighting

Exterior lighting for driveways and parking areas shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.5 Maintenance

- (a) The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owner shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.

- 3.2** There are no substantive matters in this development agreement. The agreement may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.4** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

- (c) If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) 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.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the development proposed by this agreement. The Owner assumes all risks and must ensure that any

proposed development complies with this Agreement and all other laws pertaining to the Development.

- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Onus for Compliance on Owner

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.6 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.7 Costs

The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.8 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.9 Assignment of Agreement

The Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.10 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 3332758 Nova Scotia Limited, 343 Southgate Drive, Bedford, NS, B4A 4M6 or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.11 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Owner. No other agreement or representation, oral or written, shall be binding.

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

SIGNED, SEALED AND DELIVERED) WEST HANTS REGIONAL MUNICIPALITY

In the presence of:

Witness) Per: _____
Abraham Zebian, Mayor

Witness) Per: _____
Clerk

)
)
)
)

3332758 NOVA SCOTIA LIMITED

Per: _____

Witness

)
)
)
)

Xhavid Kuka, President

Per: _____

Witness

)
)

Jani Mroshaj, Vice President

SCHEDULE A

Property Description taken From Property Online May 26, 2021

PID 45354065

Place Name: GRAY STREET WINDSOR

Municipality/County: TOWN OF WINDSOR/HANTS COUNTY

Designation of Parcel on Plan: LOT W-7A

Title of Plan: PLAN OF SUBDIVISION OF LOT W-7A, LANDS OF MANNEX HOLDINGS LTD, WINDSOR, PARCEL A ADDED TO BLOCK W-7 TO FORM LOT W-7A, REMAINDER OTW-6A

Registration County: HANTS COUNTY

Registration Number of Plan: 82183444

Registration Date of Plan: 2005-06-13 14:16:27

PID 45059938

ALL that lot of land situate at the Town of Windsor, County of Hants, Province of Nova Scotia, shown as Block W-6 on a plan of survey entitled Block W-6 & W-7, Lands Conveyed to Mannex Holdings Limited, dated February 19, 2002, by Bruce Lake, N.S.L.S. and registered in the Registry of Deeds at Windsor, Nova Scotia on November 19, 2004 as Plan No. 76688598.

SAVING and EXCEPTING Parcel A as shown on registered Plan No. 82183444

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber,
personally came and appeared , a
subscribing witness to the foregoing Indenture, who, having been by me duly
sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one
of the parties thereto, caused the same to be executed in its name and on its behalf
and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber,
personally came and appeared , a
subscribing witness to the foregoing Indenture, who, having been by me duly
sworn, made oath and said that, one of the parties thereto, signed, sealed and
delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT & PROOF OF EXECUTION

I, **NAME AND RESIDENCE** , Nova Scotia, make oath and say that:

1. I am **POSITION** of **3332758 NOVA SCOTIA LIMITED**, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this **DATE**, 2021 the Deponent came before me, made oath, and swore the foregoing affidavit at **PLACE**, Nova Scotia.

Print Name:
Authority (e.g. Commissioner of
Oaths): Please affix seal

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia, this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CLERK

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal





101 Three Mile Plains Cross Road Development Agreement

Council First Reading
June 22, 2021



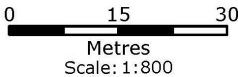
Application

- ▶ A development agreement is a legal contract between the Municipality and a property owner to permit a use that is not permitted in the underlying zone
- ▶ On January 18, Geoff Lunn, with authorization from the property owner Brian Lunn, applied for a development agreement to permit an automotive repair shop



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for use for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department January 2021

Orthophoto



-  PID 45197456
-  Civic 101 and 103
-  Parcels
-  Civics
-  Roads

Document Review

- ▶ Section 6.1, Development Agreements, states “The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:
 - ▶ (i) Resource Industrial (M-1) uses in the Growth Centres in accordance with **Policy 5.7.2** of the WHMPS;

Document Review Cont.

- ▶ Part 5 of the WHMPS contains the overall intention for Growth Centres in West Hants
- ▶ **Policy 5.7.2** enables Council to “*consider new resource-related industrial uses in the Growth Centres by development agreement*”

Policy Cont.

- ▶ There is no specific definition for a resource industrial use, the best basis for determining what is considered a resource industrial use is the list of permitted uses in the Resource Industrial (M-1) zone in the WHLUB



Resource Industrial (M-1) Zone

- ▶ Abattoirs, agricultural processing industries and commercial greenhouses
- ▶ Any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment
- ▶ Any manufacturing, processing, industrial, assembly or warehousing operation conducted within an enclosed building and which is not obnoxious by reason of sound, odour, dust, fumes, smoke, or other obnoxious emission of refuse matter or water-carried waste, or by reason of unsightly open storage
- ▶ Building supply, equipment depots and bulk storage of sand and gravel, commercial and office uses accessor to a main use
- ▶ Excavation, landscaping operations, farm supplies and equipment sales and service, structures related to sand and gravel excavation and processing
- ▶ Feed and fertilizer industries and fruit and vegetable sorting, grading and packaging establishments, fuel storage depots and heavy equipment sales and service
- ▶ Licensed Standard Cultivation and Processing, Micro-Cultivation and Micro-Processing of cannabis, Cannabis Nurseries
- ▶ Railway uses, recycling depots, saw mills, service industries, utility facilities, wood processing and manufacturing establishments
- ▶ One dwelling unit in conjunction with a permitted industrial use, either located in the same building or as a single unit dwelling or manufactured home on the same lot

Development Agreement Details

- ▶ Permits an automotive repair shop
- ▶ Hours of operation: 8:00 a.m. and 5:00 p.m. daily
- ▶ Six (6) parking spaces
- ▶ Driveway access from shared driveway
- ▶ Planting strip required between the subject lot and the abutting property to the east
- ▶ No open storage or display areas are permitted

Specific Criteria for DA

- ▶ **Policy 5.7.2** establishes the specific criteria to be considered by Council
- ▶ In summary, the criteria are met since:
 - ✓ the use is permitted in the Resource Industrial (M-1) zone;
 - ✓ the development will not adversely affect adjacent land uses as the hours of operation are regulated to daytime hours and the expected noise is minimal as it will be contained within a new building; and
 - ✓ the development has frontage on a collector street.

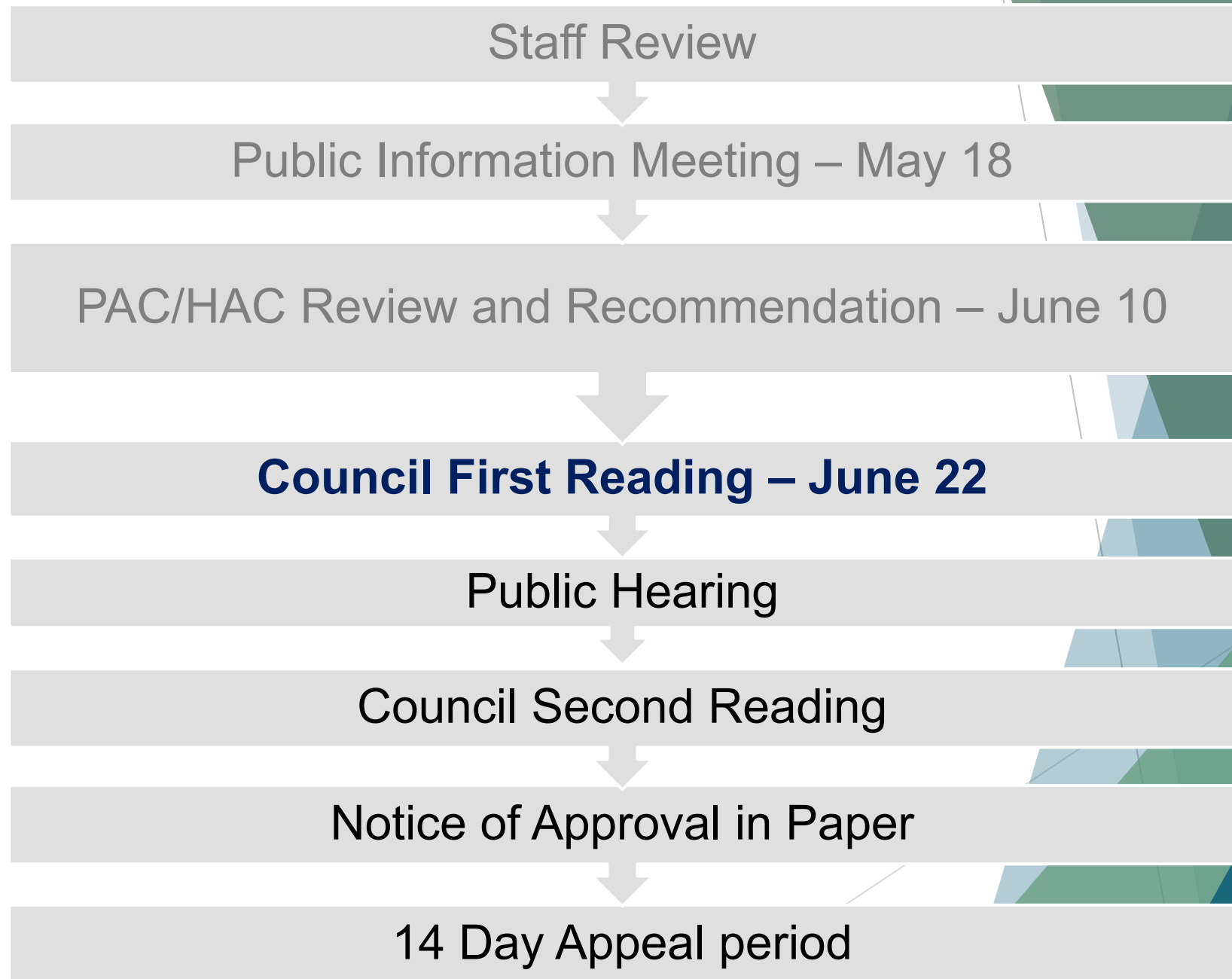
General Criteria for DA

- ▶ ***Policy 16.3.1*** states the general criteria to be considered by Council
- ▶ In summary:
 - ✓ the proposal is not premature or inappropriate for the area;
 - ✓ no municipal costs related to the proposal are anticipated; and
 - ✓ the Fire Chief, Manager of Building and Fire Inspection Services, Director of Public Works and Department of Transportation and Active Transit have no major concerns that have not been addressed in the development agreement.

Public Information Meeting Notes

- ▶ A virtual Public Information Meeting was held on May 18. The meeting was broadcast live on the Municipal Facebook page.
- ▶ The deadline for comments was June 1
- ▶ One verbal comment was received in favour of the application

Process



Recommendation

- ▶ **...that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains (PID 45197456) which is substantively the same as the draft set out in Attachment C of the report to the Planning Advisory Committee dated June 10, 2021.**





WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
--------------------------------------	--	---	--

To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-22

Subject: Development Agreement: 101 Three Mile Plains Cross Rd. PID 45197456; File 21-02 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to Public Hearing, the following motion would be in order: that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains (PID 45197456) which is substantively the same as the draft set out in Attachment C of the report to the Planning Advisory Committee dated June 10, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
--	---	--------------------------------------	---------------------------------	-----------------------------------	--

An application was received from Mr. Geoff Lunn, with authorization from property owner Brian Lunn, to permit an automotive repair shop by development agreement at 101 Three Mile Plains Cross Road, Three Mile Plains.

DISCUSSION

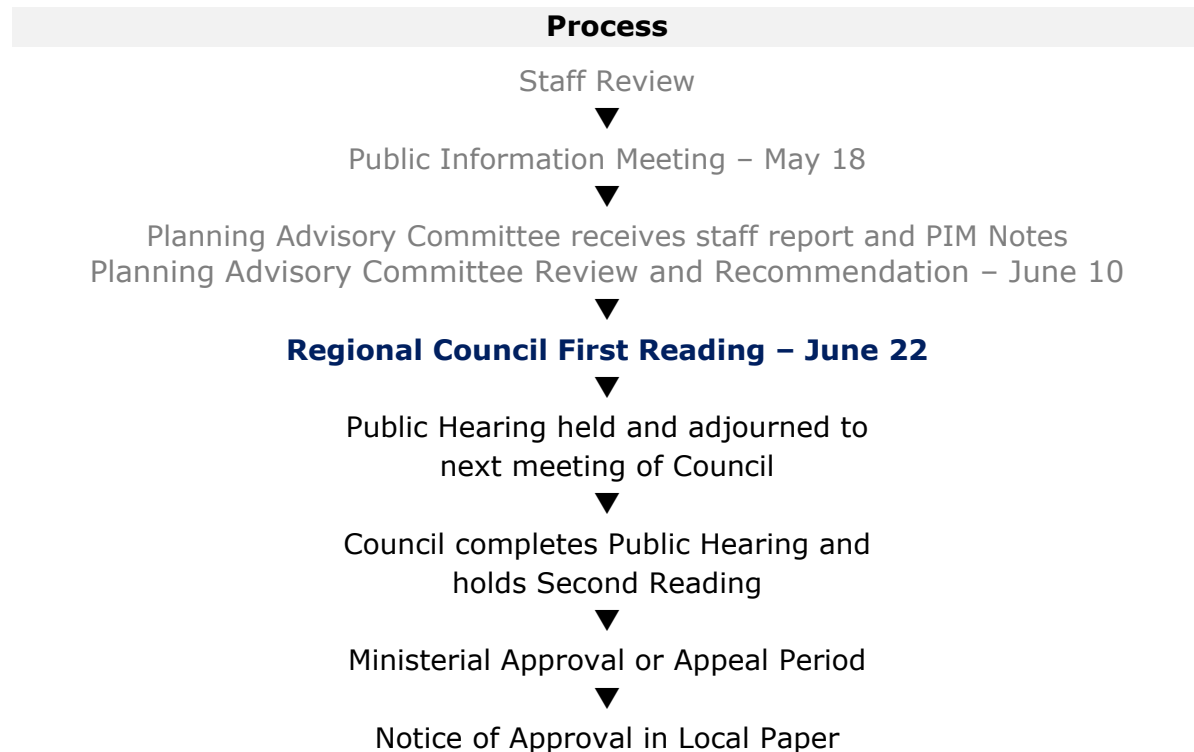
A Public Information Meeting was held on May 18, 2021 (Appendix A).

On June 10, 2021 staff presented a recommendation report to the Planning Advisory Committee (PAC) (Appendix B).

PAC recommended in favour of the development agreement on June 10, 2021.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A 2021-05-18 Public Information Meeting Notes – File 21-02 A

Appendix B 2021-06-10 Staff Report – Development Agreement: 101 Three Mile
Plains Cross Rd. PID 45197456; File 21-02 B

CHIEF ADMINISTRATIVE OFFICER REVIEW

I recommend that Council proceed with First Reading.

Report Prepared by: _____
Sara Poirier, Planner

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A

Public Information Meeting Notes

May 18, 2021 – June 1, 2021

File 21-02 A

101 Three Mile Plains Cross Road, Three Mile Plains; PID 45197456

Meeting date and time	A virtual Public Information Meeting was held on May 18, 2021 beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: • Mayor Zebian • Councillor Francis (Chair) • Planner Poirier • Meeting Secretary Lake As this meeting was held virtually there were no members of the public present.
Applicant name and site location (Civic address and PID)	Planner Poirier outlined the request from Geoff Lunn to permit an automotive repair shop on the property at 101 Three Mile Plains Cross Road, Three Mile Plains (PID 45197456) by development agreement.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between May 18 and June 1, 2021. One verbal comment was received from Richard Dauphinee, a resident of Three Mile Plains, in favour of the application.
Adjournment	The meeting was adjourned at 6:06 p.m.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
--------------------------------------	--	---	--

To: Members of the Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-10

Subject: Development Agreement: 101 Three Mile Plains Cross Rd. PID 45197456; File 21-02 B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that the Planning and Heritage Advisory Committee (PAC/HAC) forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains (PID 45197456) which is substantively the same as the draft set out in Attachment C of the report to the Planning Advisory Committee dated June 10, 2021.

BACKGROUND

An application was received on January 15, 2021 from Geoff Lunn, with authorization from property owner Brian Lunn, to permit an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains. All necessary material for the application was submitted on January 18, 2021.

DISCUSSION

The approximately 14,500 ft² lot is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1) and is within the Three Mile Plains Growth Centre. Part 5.3 of the WHMPS contains the overall intention for properties designated Residential in the Three Mile Plains Growth Centre.

The lot is zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). An automotive repair shop is not permitted as-of-right in the Two-Unit Residential (R-2) zone.

The subject lot directly abuts properties with a variety of different zoning including Two Unit Residential (R-2), Local Industrial (LI), Resource Industrial (M-1), and Multiple Residential (R-3) (Figure 2). These properties are all designated Residential within the Three Mile Plains Growth Centre (Figure 1).

Development Agreements

A development agreement is a legal contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

The draft development agreement can be found in Attachment C.

Proposed Development Agreement

Section 6.1 of the WHLUB, *Development Agreements*, states that “*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

- (i) Resource Industrial (M-1) uses in the Growth Centres in accordance with Policy 5.7.2 of the Municipal Planning Strategy;*

Although there is no specific definition for a Resource Industrial (M-1) use, the best basis for determining what is considered a Resource Industrial (M-1) use is the list of permitted uses in the Resource Industrial (M-1) zone in the WHLUB. Any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment is a listed permitted use in the Resource Industrial (M-1) zone which would include an automotive repair shop.

Part 5 of the WHMPS contains the overall intention for Growth Centres in West Hants; Section 5.7 indicates the intention of Council to allow certain industrial development in the Growth Centres. Policy 5.7.2 establishes Council’s intention to “*consider new resource-related industrial uses in the Growth Centres by development agreement*”. The criteria for Policy 5.7.2 have been evaluated by staff in Attachment A.

Specific Requirements/Requests

The applicant submitted a rough site plan indicating the size of the proposed building for the automotive repair shop and the intended location for the building. Policy 5.7.2 (g) requires adequate buffering or screening, setbacks and yards to minimize potential land use conflicts with adjacent properties. Two (2) of the properties adjacent to the subject lot to the north and south, 97 and 107 Three Mile Plains Cross Rd., and the subject lot at 101 Three Mile Plains Cross Rd., are all owned by Brian Lunn. Staff recommend not requiring buffering, screening, setbacks, or yards on the subject lot where they are adjacent to the properties owned by the same property owner, Brian Lunn. However, for the abutting property to the east that has different ownership a planting strip consisting of a continuous row of trees or hedge of evergreens or shrubs arranged in such a way to form a dense or opaque screen will be required on the subject lot with a minimum width of 5 ft (1.52 m). This is similar to the existing WHLUB requirements for commercial businesses that abut residential uses.

For the hours of operation, the applicant has stated they intend to operate the business full-time, during daytime hours. The development agreement permits the automotive repair shop to operate between the hours of 8:00 a.m. and 5:00 p.m. daily.

Staff discussed parking requirements with the applicant and determined that six (6) parking spaces for the automotive repair shop would be sufficient. In terms of signage, the number of signs permitted in the WHLUB is adequate for the applicant.

In terms of access to the property, there is an existing driveway shared between 97 and 101 Three Mile Plains Cross Rd. that the applicant intends to use for the automotive repair shop. The Department of Transportation and Active Transit (DTAT) found the existing access to be suitable for the proposed use and suggested an agreement be established to ensure the driveway could be used for the automotive repair shop, particularly if there is ever a change in ownership of 97 Three Mile Plains Cross Rd. This has been incorporated into Clause 2.3, *Access and Egress*, in the proposed development agreement. The owner of 101 Three Mile Plains Cross Road will need to provide proof to the Development Officer of an easement agreement with any new owner of 97 Three Mile Plains Cross Rd. to ensure access can be maintained or a new access can be created contingent on approval from DTAT. The applicant found this requirement suitable and intends to make it a requirement of sale if the abutting property is ever sold.

When the Director of Public Works was asked to comment on the adequacy of water and sewer services for policy 16.3.1 (a) (i) they stated oil and petroleum products would need to be stored appropriately and not disposed of in the Three Mile Plains sewer system. Staff spoke with the applicant about their intentions for these products. The applicant mentioned an on-site oil heater would use some oil products and that all other oil and petroleum products would be recycled following Nova Scotia requirements, *Solid Waste-Resource Management Regulations made under Section 102 of the Environment Act. Clause 2.7, Water and Sewer Services*, of the proposed development agreement addresses storage and disposal of oil and petroleum products ensuring the

property owner is responsible and that these substances do not enter the Three Mile Plains sewer system.

Policy 5.7.2 (h) requires that open storage be limited to the rear yard. The applicant has indicated that they do not intend to have any open storage and may apply for permits for accessory buildings such as a shed for storage at a later date. Clause 2.5, *Storage*, of the development agreement prohibits open storage and permits accessory buildings for the automotive repair shop in accordance with Section 5.1 of the WLUB.

WHMPS Specific Criteria

Policy 5.7.2 of the WHMPS establishes Council's intention to consider new resource-related industrial uses in the Growth Centres by development agreement. The above policy establishes the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the remaining criteria are met since:

- the use is permitted in the Resource Industrial (M-1) zone;
- the development will not adversely affect adjacent land uses as the hours of operation are regulated to daytime hours and the expected noise is minimal as it will be contained within a new building; and
- the development has frontage on a collector street.

WHMPS General Criteria

Policy 16.3.1 of the WHMPS states general criteria for any development agreement considered in West Hants. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Manager of Building and Fire Inspection Services, Director of Public Works and Department of Transportation and Active Transit have no major concerns that have not been addressed in the development agreement.

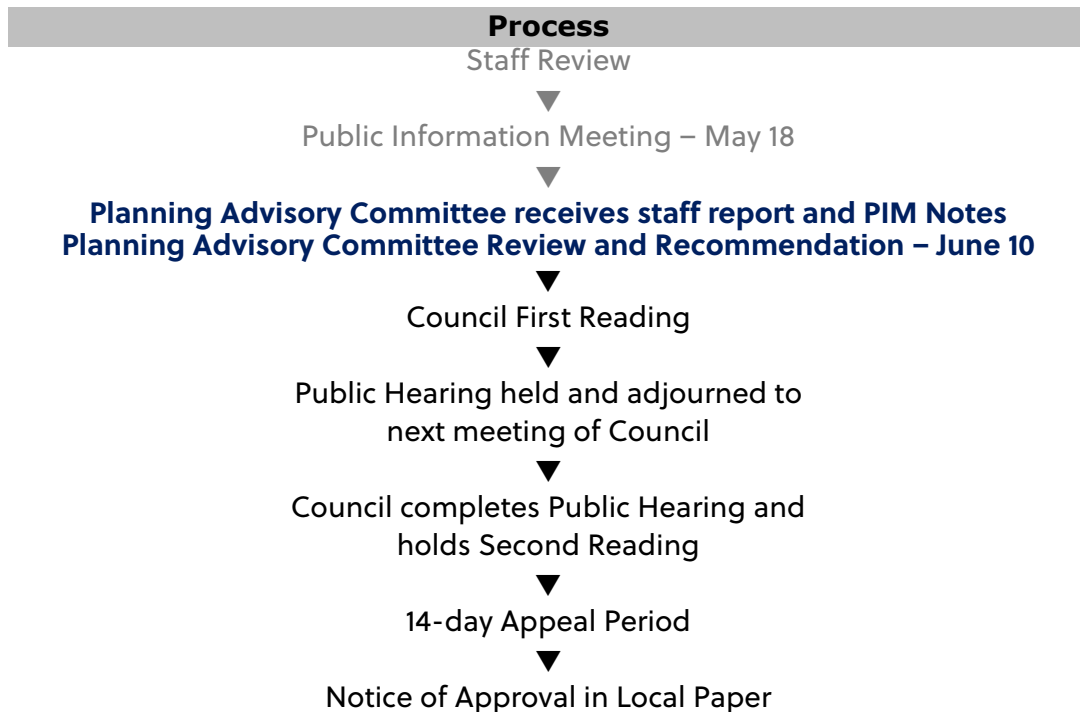
MCCAP

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the property. The Three Mile Plains Flood Risk Assessment Study does not identify the site as an area vulnerable to flooding.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives, and policies of the WHMPS. The amendment meets the specific and general criteria for a development agreement. As a result, it is reasonable to

consider permitting an automotive repair shop at 101 Three Mile Plains Cross Rd. by development agreement.



FINANCIAL IMPLICATIONS

There are no financial implications associated with this application.

ALTERNATIVES

In response to the application, PAC/HAC may recommend that Council:

- recommend that Council hold First Reading and authorize a Public Hearing to approve the Development Agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	Generalized Future Land Use Map Excerpt
Figure 2	Zoning Map Excerpt
Attachment A	Specific Criteria for Development Agreement
Attachment B	General Criteria for Development Agreement
Attachment C	Draft Development Agreement

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Figure 1
Generalized Future Land Use Map Excerpt

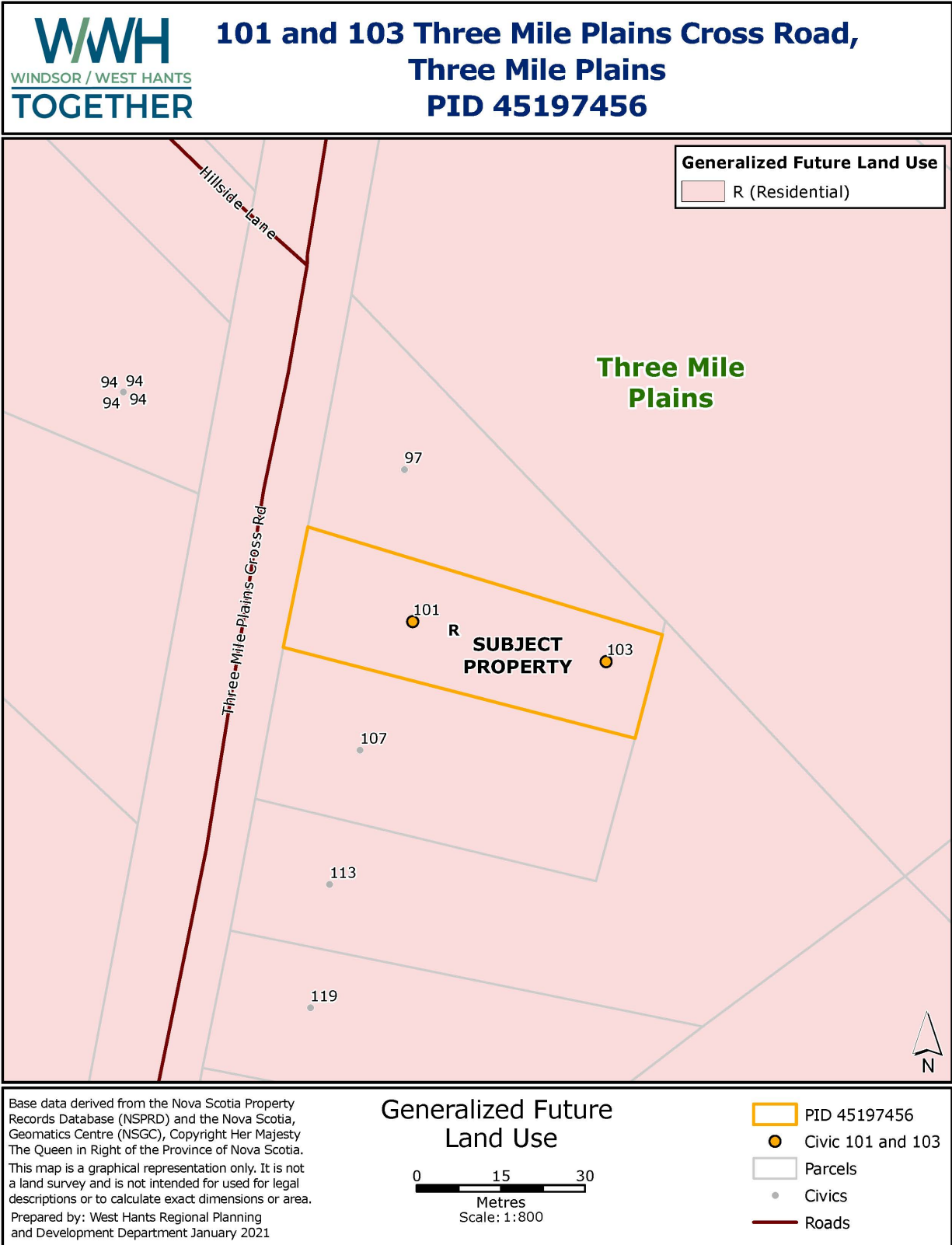
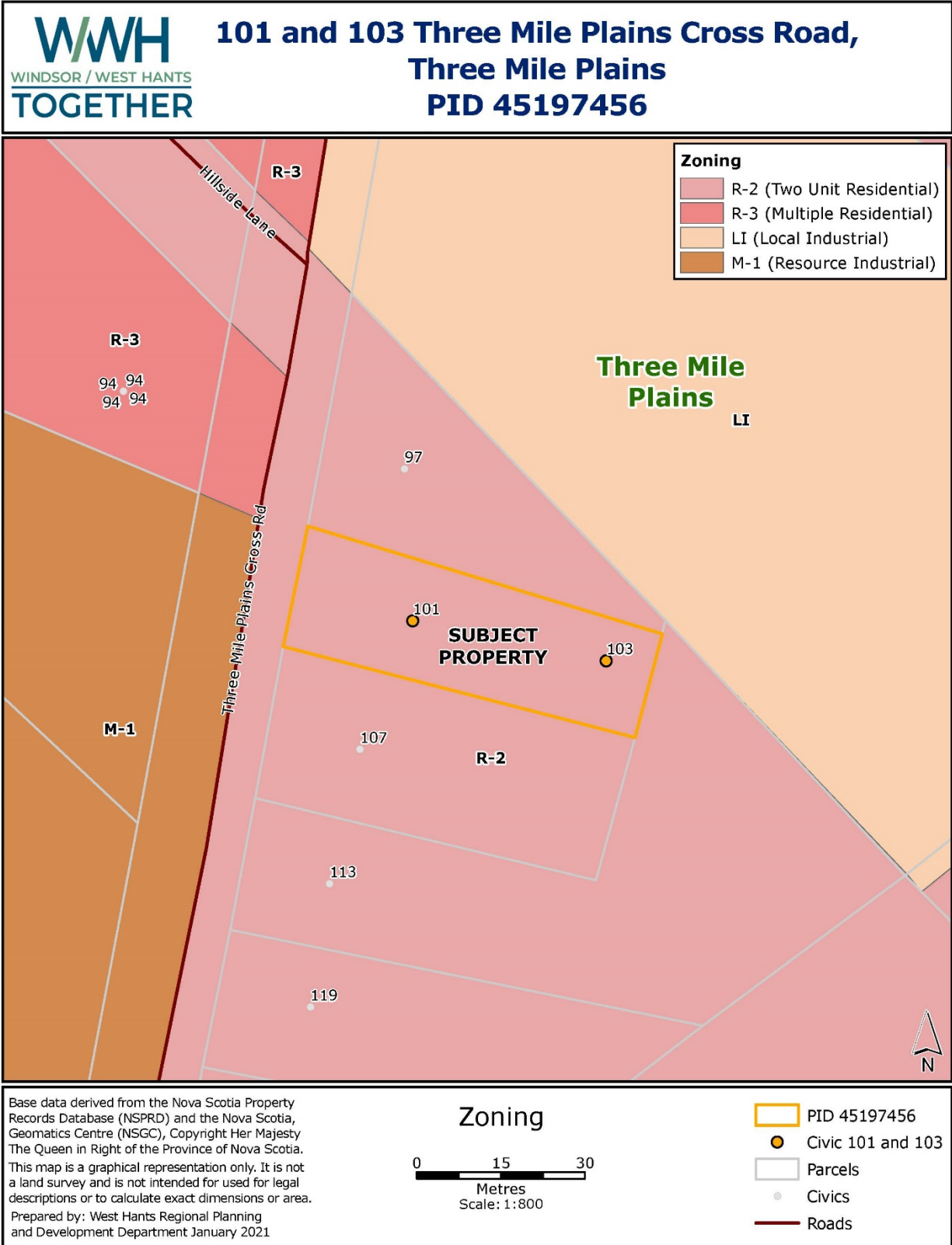


Figure 2
Zoning Map Excerpt



Attachment A

Specific Criteria for Development Agreement

Policy 5.7.2

It shall be the policy of Council to consider new resource-related industrial uses in the Growth Centres by development agreement subject to the following:

CRITERIA	COMMENT
(a) <i>the use is permitted in the Resource Industrial (M-1) zone;</i>	Any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment is permitted in the Resource Industrial (M-1) zone. The draft development agreement defines the propose use as an "automotive repair shop" which means "a commercial establishment for the repair or replacement of parts in automotive, farm or forestry vehicles, machinery or equipment".
(b) <i>the use is not considered obnoxious by virtue of noise, odours, dust, fumes or other emissions;</i>	The automotive repair shop will be contained within a new proposed building. The applicant has stated the building will be well insulated and they plan on having air conditioning in the building so the doors of the shop will be closed most of the time. The building will have an exhaust fan with a filter to prevent dust and odours from escaping.
(c) <i>the development will not adversely affect adjacent land uses with respect to:</i>	
(i) <i>traffic generation and traffic safety;</i>	The Department of Transportation and Active Transit (DTAT) have stated they do not anticipate a negative impact to traffic generation and safety with the proposed use. DTAT would not consider approving any widening of the existing access currently shared by 97 and 101 Three Mile Plains Cross Rd. but suggested an agreement be put in place to ensure continued access for the automotive use if there is ever a change in ownership of 97 Three Mile Plains Cross Rd. Both properties are currently owned by the same owner and will not require an agreement for access at this time, as the property

	owner cannot enter into an agreement with himself. However, if 97 Three Mile Plains Cross Rd. is sold to a new owner Clause 2.3 of the proposed development agreement requires the property owner to provide proof of an agreement with the new property owner to the Development Officer to ensure access for the automotive repair business can be maintained or the applicant will have to create a new access that is acceptable to DTAT.
<i>(ii) hours of operation;</i>	The hours of operation are regulated in Clause 2.9 of the proposed development agreement as 8 a.m. – 5 p.m. daily.
<i>(iii) noise; and</i>	Please see 5.7.2 (b) for further details.
<i>(iv) size of building.</i>	The size of the building is outlined in the site layout attached to the proposed development agreement. The size of the building is not unusual for the area and a planting strip is required between the abutting property to the east to reduce potential land use conflicts.
<i>(d) the development has frontage on an arterial or collector street;</i>	The lot has frontage on Three Mile Plains Cross Rd. which is a collector street.
<i>(e) safe and efficient roadway access can be provided;</i>	Please see 5.7.2 (i) for further details.
<i>(f) adequate parking and loading areas can be provided;</i>	Clause 2.4 of the proposed development agreement ensures a maximum of six (6) parking spaces are permitted for the automotive repair shop in the development agreement and an adequate parking area is outlined on the site layout.
<i>(g) adequate buffering or screening, setbacks and yards are provided to minimize potential land use conflicts with adjacent properties;</i>	The subject lot and property abutting the subject lot to the north (97) and south (107) are all owned by the same owner. Staff will not requiring buffering, screening, setbacks, and yard from these abutting properties as they have the same owner.

	There is one (1) abutting property to the east that has a different owner. Clause 2.8 in the draft development agreement requires a planting strip between the subject lot and this property to ensure adequate buffering.
<i>(h) open storage and display areas are adequately fenced or screened and limited to the rear yard where there is potential for conflict with adjacent non-industrial uses;</i>	Clause 2.5 of the proposed development agreement does not permit open storage or display areas. Accessory buildings associated with the automotive repair shop are permitted in accordance with Section 5.1 of the WHLUB.
<i>(i) any other matter which may be addressed in a development agreement;</i>	No other matters have been raised.
<i>(j) Policy 16.3.1.</i>	See Attachment B.

Attachment B
General Criteria for Development Agreement

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works stated that the property is capable of being serviced by municipal water and sewer. They have stated that oil and petroleum products will need to be properly stored and disposed of to ensure these products do not enter the Three Mile Plains sewer system. The applicant has been informed and intends to use oil for an on-site heater or dispose of these products through the provincial recycling programs. Clause 2.7 of the proposed development agreement addresses these concerns and ensures the property owner is responsible for the safe storage and disposal of these products.
<i>(ii) the adequacy of school facilities;</i>	No impact on school facilities is anticipated.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager of Building and Fire Inspection Services and the local Fire Chief have no concerns with regards to fire protection and emergency services. The Manager of Building and Fire Inspection Services has noted that the applicant purchased a steel structural (non-combustible) building. This will help with the close proximity of the structure to the property lines under the National Building Code. The Fire Chief stated that this is located on a well-maintained road and has a fire hydrant in the area. The adjacent properties appear to be well spread apart from this building if a fire were to occur.

<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Please see 8.9.4 (f) for further details.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	No municipal costs related to this amendment are anticipated.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i>	As noted above in 16.3.1 (a) (i), the property is capable of being serviced by municipal water and sewer.
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Please see 8.9.4 (f) for further details.
<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The property is 14,451ft ² in area and has sufficient space for the intended use based on the building materials required in the National Building Code. As abutting properties to the north and south are within the same ownership, no setbacks and yards have been required.
<i>(e) the pattern of development which the proposal might create;</i>	The use permitted by the development agreement will not create a pattern of development that is unusual for the area.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</i>	Based on a preliminary site visit the lot is fairly flat and there are no evident concerns in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding. The Municipal Climate Change Action Plan (MCCAP) Inland and Coastal Flooding maps and Three Mile Plains Flood Risk Assessment do not show any risks of either inland or coastal flooding on the property. The applicant will be responsible if any issues arise in terms of the suitability of the area for the proposed uses.

<i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by laws and regulations; and</i>	The proposed amendment meets all relevant municipal, provincial and federal regulations.
<i>(h) any other matter required by relevant policies of this Strategy.</i>	Please see Attachment A for further details.

**Attachment C
Draft Development Agreement**



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the Municipal Government Act, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

Brian C. Lunn and Joleen Ann Lunn, of 107 Three Mile Plains Cross Road, Three Mile Plains, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owners")

OF THE SECOND PART

WHEREAS the Owners are the registered owners of a parcel of land located at 101 Three Mile Plains Cross Road (PID 45197456) hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (June 26, 2008) (the "Municipal Planning Strategy") and zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (June 26, 2008) (the "Land Use By-law") and is in Three Mile Plains Growth Centre; and

WHEREAS the applicant on behalf of the Owners has requested that the Municipality enter into a development agreement to permit an Automotive Repair Shop on the Property (the "Development") and Section 6.1 (i) of the Land Use By-law enables Council to consider a development agreement for any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment as it is a listed permitted use in the Resource Industrial (M-1) zone; and

WHEREAS the Council of the Municipality, at a meeting held on (DATE), approved this request and adopted this Agreement by policy;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

"Automotive Repair Shop" means a commercial establishment for the repair or replacement of parts in automotive, farm or forestry vehicles, machinery or equipment.

1.2 Schedules

The following attached schedules shall form part of this agreement:

- Schedule A - Legal Description
- Schedule B –Site Layout

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (a) *Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, approved on May 13, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the West Hants Land Use By-law, approved on May 13, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the West Hants Subdivision By-law, approved on May 13, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Automotive Repair Shop.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Development Location and Design

The proposed Automotive Repair Shop shall be located entirely within the proposed building located at 101 Three Mile Plains Cross Road identified as "Shop" on the Site Layout, Schedule B.

2.3 Access and Egress

The Owners shall use the driveway access shown on the Site Layout for the Automotive Repair Shop. The driveway access is shared with PID 45002912 which is owned by Brian C. Lunn. If PID 45002912 is sold to someone who is not one of the Owners in this agreement, the Owners shall within 90 days provide the Development Officer either proof of an easement agreement with the new property owner to use the existing driveway access for the Automotive Repair Shop or proof of approval to create a new access to the Property that meets Department of Transportation and Active Transit requirements. Upon written request of the Owners, the Development Officer may grant an extension for the Owners to provide the proof at a later date without such an extension being deemed to be an amendment to this Agreement. The Development Officer, after consultation with the Municipal Engineer, may in their sole discretion approve minor incidental changes to the layout of the driveway.

2.4 Parking

A maximum of six (6) parking spaces may be used as part of the Automotive Repair Shop. The parking shall be located approximately as shown on Schedule B.

2.5 Storage

No open storage or display areas shall be permitted. Accessory buildings for the Automotive Repair Shop shall be permitted in accordance with section 5.1 of the Land Use By-law.

2.6 Signs and Lighting

Signage and illumination shall be in accordance with sections 5.18 and 7.0 of the Land Use By-law which control lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to minimize light spilling, glare or light cast over neighbouring properties or the street.

2.7 Water and Sewer Services

The Property is capable of being serviced by municipal water and sewer. Oil and petroleum products must be stored and disposed of entirely at the Owners' responsibility and expense in a manner that ensures these products do not enter the Three Mile Plains Sewer System.

2.8 Landscaping

The part of the Property directly adjoining PID 45002904 and within 5 ft (1.52 m) shall not be used for any purpose other than a planting strip consisting of a continuous row of trees or hedge of evergreens or shrubs arranged in such a way to form a dense or opaque screen and having a minimum width of 5 ft (1.52 m) measured perpendicular to the lot line.

2.9 Hours of Operation

The hours of operation for the Automotive Repair Shop shall be limited to between 8:00 a.m. and 5:00 p.m. daily, Monday to Sunday, inclusive.

2.10 Maintenance

- (a) The Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owners shall maintain the driveway to a level adequate to allow for access by emergency service vehicles.

PART 3 CHANGES and DISCHARGE

- 3.1** The Owners shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1 *Use* of this Agreement; and
 - (b) the location of the shop, parking, and driveway shown on Schedule B of this agreement.
- 3.4** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners following a resolution of Council to give such Notice:
 - (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

- (c) at any time upon the written request of the Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owners may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than 24 months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owners shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within ten days of completion of any work which requires the engineered design.
- (b) The Owners shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owners from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

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

5.2 Severability of Provisions

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.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) 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.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owners about the suitability of the Property for the development proposed by this agreement. The Owners assume all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owners in writing. In the event that the Owners have not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

The Owners shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act.

5.8 Assignment of Agreement

The Owners may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.9 Written Notice

- (a) The Municipality may serve notice on the Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Brian C. Lunn and Joleen Ann Lunn, 107 Cross Road, Windsor, NS, B0N 2T0 or at any other address provided by the Owners.
- (b) The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0.

5.10 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Owners. No other agreement or representation, oral or written, shall be binding.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

)

Per: _____

Witness

) Abraham Zebian, Mayor

)

) Per: _____

Witness

) _____, Municipal Clerk

)

)

)

)

)

)

)

Per: _____

Witness

) Brian C. Lunn

)

)

Per: _____

Witness

) Joleen Ann Lunn

)

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Brian C. Lunn**, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Joleen Ann Lunn**, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
THE REGION OF WINDSOR AND WEST HANTS MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

_____, Municipal Clerk

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Brian C. Lunn and Joleen Ann Lunn, the "Deponents", make oath and swear that:

1. **We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit "spouse" means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2021
the Deponent came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Brian C. Lunn

Joleen Ann Lunn

Schedule A
Legal Description – PID 45197456

All that lot of land at Three Mile Plains, in the County of Hants shown as Lot 2 on a plan of lands of Cedric K. and Ruth M. Lunn made by Robert S. Redden, N.S.L.S., dated May 14, 1980 and revised on May 16, 1980, approved on June 4, 1980 by the Municipality of West Hants and filed at the Registry of Deeds at Windsor as plan number P 2952, and said lot being described as follows:

Beginning on the South east boundary of the Cross Road at Three mile Plains, at a survey marker driven in the ground distant 205 feet more or less in a direction South 30 degrees 40 minutes 0 seconds West from the Northwestern corner of lands of Robert Lockhart;

Thence South 54 degrees 49 minutes 0 seconds East 211.96 feet to a survey marker driven in the ground;

Thence South 34 degrees 12 minutes and 40 seconds West 66.97 feet to a survey marker;

Thence North 55 degrees 52 minutes and 20 seconds West 207.54 feet to the Southeast boundary of the Cross Road;

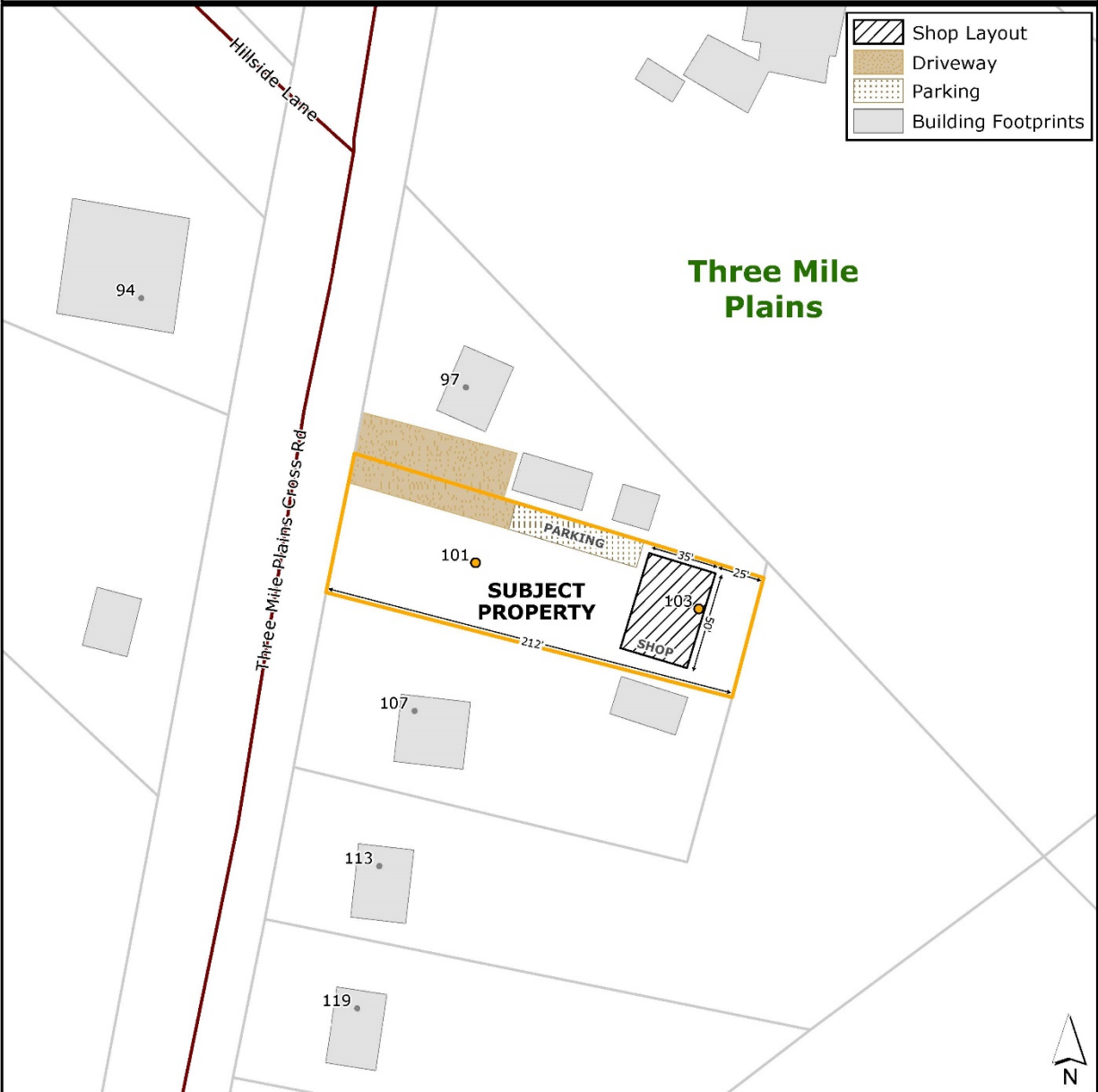
Thence North 30 degrees 40 minutes and 0 seconds East along the Southeast boundary of the Cross Road 71 feet to the place of beginning, containing an area of 14,451 square feet.

Together with the rights of the Mortgagor/Grantor under an agreement dated May 1, 1998 and registered at the said Registry of Deeds in Book 832, page 762, Document number 1642.

Schedule B
Site Layout

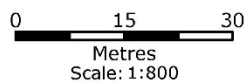


103 Three Mile Plains Cross Road,
Three Mile Plains
PID 45197456



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department February 2021

Site Layout



- PID 45197456
- Civic 101 and 103
- Parcels
- Civics
- Roads





20 Empire Lane, Windsor
Development Agreement Amendment
Council First Reading
June 22, 2021



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department March 2021

Orthophoto

0 25 50
Metres
Scale: 1:1,400

-  PID 45055746
-  Civic
-  Parcel
-  Road

Background

- ▶ The MacLeod House was permitted through a development agreement between the Town of Windsor and Schaffner Enterprises Ltd in 1998
- ▶ The development agreement permits:
 - ▶ residential development of twenty seven (27) apartments in phase 1 (already constructed) and twenty four (24) apartments in phase 2 (not yet developed);
 - ▶ a multipurpose room for the use of the residents;
 - ▶ a lounge;
 - ▶ a diningroom/restaurant; and
 - ▶ a hair salon.

Application

- ▶ A completed application was received on March 11, 2021 from Ramsay Duff, Chief Executive Officer of MacLeod Group
- ▶ Application to amend the development agreement registered on the property to:
 - ▶ permit an additional three (3) apartments within the existing building;
 - ▶ change of layout of the multipurpose room and lounge to accommodate these three (3) additional units; and
 - ▶ change the style of apartments outlined in the development agreement in both phase 1 and 2 to be more flexible to market demand.

Windsor Land Use By-law

- ▶ Section 6.0, Development Agreements, states “The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:
 - ▶ (j) development proposals in the Wentworth Road Gateway District in accordance with **Policy 8.6.15** of the WMPS for: large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area; regional shopping centres; institutional uses; mixed use; multiple unit residential; or light industrial development; and
 - ▶ (l) mixed use development in the Commercial designation or the Industrial designation outside the industrial parks in accordance with **Policy 9.2.1** of the WMPS;

WMPS Policy

- ▶ Part 8.0 of the WMPS contains the policies for the commercial areas in Windsor
- ▶ **Policy 8.6.15** *establishes Council's intention to "consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement"*
- ▶ Part 9.0 of the WMPS contains the policies for mixed use development in Windsor
- ▶ **Policy 9.2.1** *establishes Council's intention to "consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks"*

Development Agreement Details

Applicant Requests

- ▶ permit an additional three (3) apartments within the existing building;
- ▶ change of layout of the multipurpose room and lounge to accommodate these three (3) additional units; and
- ▶ change the style of apartments outlined in the development agreement in both phase 1 and 2 to be more flexible to market demand

Development Agreement Details

Additional Changes

- ▶ change the permitted use from “hair salon” to “personal service shop”;
- ▶ remove the specifications on where the multi-purpose room and residential uses will enter and exit;
- ▶ add maintenance of the pedestrian walkway in general conformance with the site plan;
- ▶ add that the developer should include landscaping within parking areas for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt to meet the requirements of criteria 8.6.16 (e);

Development Agreement Details

Additional Changes

- ▶ add more details in accordance with the current regulations for building in the Environmental Constraints Area;
- ▶ prohibit outdoor storage in accordance with Policy 9.2.1 (i);
- ▶ remove the requirement that the architectural style of the building be constructed in conformity with the plans attached to the 1998 agreement;
- ▶ change the list of non-substantive matters to a list of substantive matters; and
- ▶ specify a time limit of sixty (60) months for the development of Phase 2

Specific Criteria for DA

- ▶ ***Policy 8.6.15*** and ***Policy 9.2.1*** establish specific criteria to be considered by Council
- ▶ In summary, the criteria are met since:
 - ✓ the proposed development will not conflict with neighbouring uses;
 - ✓ the proposed development consists of a combination of residential and commercial uses;
 - ✓ adequate landscaping, open space and natural or artificial buffering is provided; and
 - ✓ no outdoor storage is permitted.

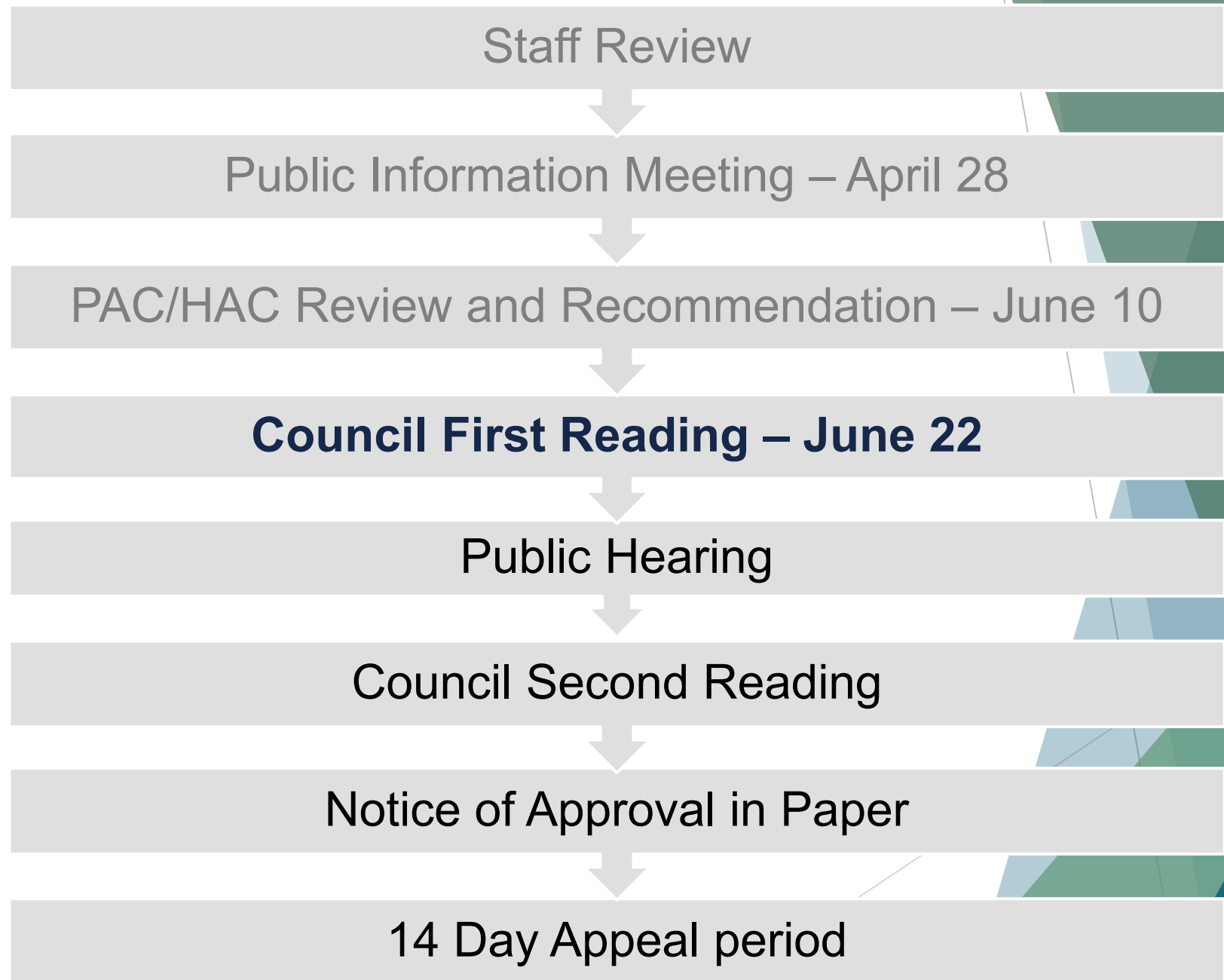
General Criteria for DA

- ▶ ***Policy 16.3.1*** states the general criteria to be considered by Council
- ▶ In summary:
 - ✓ the proposal is not premature or inappropriate for the area;
 - ✓ no municipal costs related to the proposal are anticipated; and
 - ✓ the Fire Chief, Manager of Building and Fire Inspection Services, Development Officer, Director of Public Works and Traffic Authority have no major concerns.

Public Information Meeting Notes

- ▶ A virtual Public Information Meeting was held on April 28. The meeting was broadcast live on the Municipal Facebook page.
- ▶ The deadline for comments was May 11
- ▶ No comments or questions were received

Process



Recommendation

- ▶ **...that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.**





WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-22

Subject: Development Agreement: 20 Empire Lane, PID 45055746; File #21-05 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to Public Hearing, the following motion would be in order:

that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
--	---	--------------------------------------	---------------------------------	-----------------------------------	--

An application was received from Mr. Ramsay Duff, Chief Executive Officer of MacLeod Group, to amend the development agreement registered on the property to permit an additional three (3) apartments within the existing building on the property at 20 Empire Lane, Windsor.

DISCUSSION

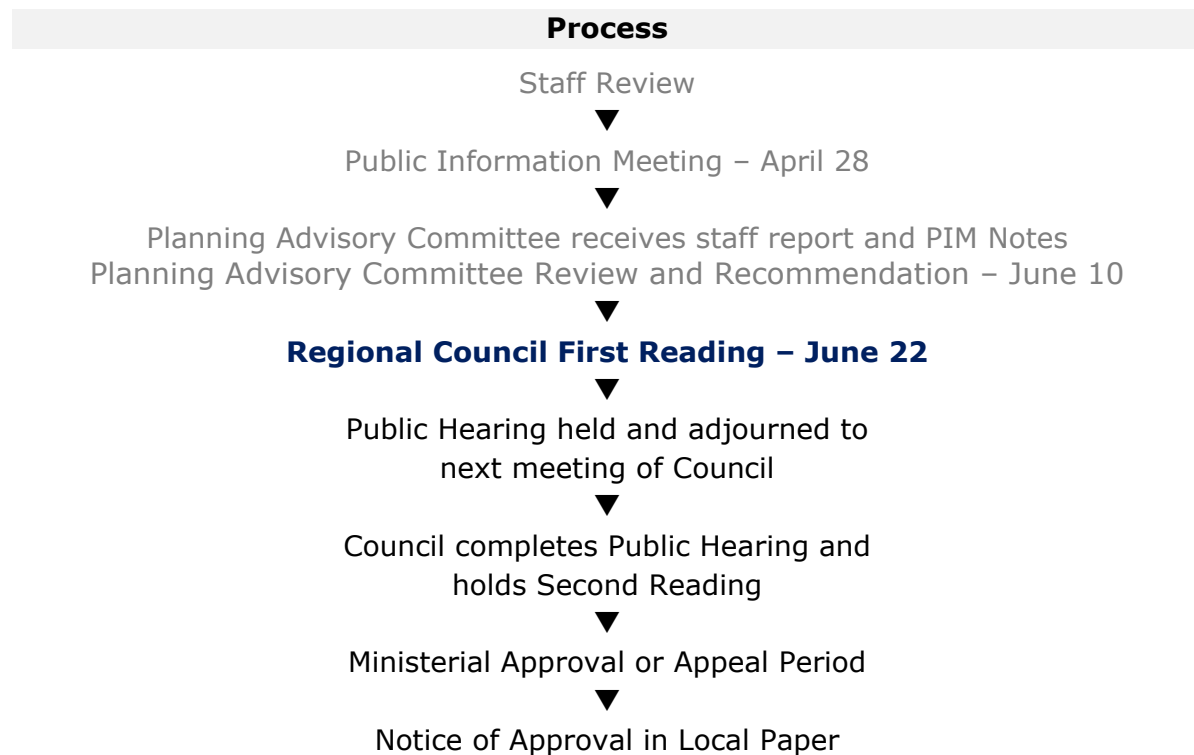
A Public Information Meeting was held on April 28, 2021 (Appendix A).

On June 10, 2021 staff presented a recommendation report to the Planning Advisory Committee (PAC) (Appendix B).

PAC recommended in favour of the development agreement on June 10, 2021.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

- Appendix A** 2021-04-28 Public Information Meeting Notes – File 21-02 A
- Appendix B** 2021-06-10 Staff Report – Development Agreement: 20 Empire Lane, PID
45055746; File #21-05 B

CHIEF ADMINISTRATIVE OFFICER REVIEW

I recommend that Council proceed to First Reading and the Public Hearing.

Report Prepared by: _____
Sara Poirier, Planner

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A

Public Information Meeting Notes

April 28, 2021 – May 11, 2021

File 21-05 A

20 Empire Lane, Windsor; PID 45055746

Meeting date and time	A virtual Public Information Meeting was held on April 28, 2021 beginning at 7 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Ivey (Chair) Four (4) members of staff: • Director LeMay • Planner Poirier • Meeting Secretary Lake • CAO Phillips As this meeting was held virtually there were no members of the public present.
Applicant name and site location (Civic address and PID)	Planner Poirier outlined the request from Ramsay Duff, Chief Executive Officer of MacLeod House to amend a development agreement (1998) at 20 Empire Lane in Windsor to allow an additional three (3) dwelling units within the existing building, change the layout of the multipurpose room and lounge to accommodate these three (3) additional units, and change the style of apartments outlined in the development agreement in both phase 1 and 2 to be more flexible to market demand.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between April 28 and May 11, 2021. No written or verbal comments were received from the public.
Adjournment	The meeting was adjourned at 7:10 p.m.

Appendix B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
--------------------------------------	--	---	--

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-10

Subject: Development Agreement: 20 Empire Lane, PID 45055746; File #21-05

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.

BACKGROUND

A completed application was received on March 11, 2021 from Ramsay Duff, Chief Executive Officer of MacLeod Group to consider amending the development agreement registered on the property to permit an additional three (3) apartments within the existing building on the property at 20 Empire Lane, Windsor. The applicant also requested amendments to the development agreement to allow the change of layout of the multi-purpose room and lounge to accommodate these three (3) additional units and to change the style of apartments outlined in the development agreement in both phase

1 and 2 to be more flexible to market demand. The lot is the site of MacLeod House which currently has twenty seven (27) apartments, and a multi-purpose room, lounge, kitchen, dining room, and a hair salon.

DISCUSSION

The 3.86 acre subject lot is located on Empire Lane in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor.

The lot is zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2).

The subject lot is also within the Wentworth Road Gateway District and the Environmental Constraints area. Part 8.6 of the WMPS discusses the overall intention for properties within the Wentworth Road Gateway District and Part 12.0 of the WMPS outlines the restrictions on properties within the Environmental Constraints area.

The subject lot directly abuts properties with a variety of different zoning and designations (Table 1).

Table 1: Use Abutting Subject Lot By Direction

North	The property abutting the subject lot to the north is designated Commercial and zoned Shopping Centre (SC).
East	The property to the east of the subject lot is within the Windsor Industrial park on Centennial Drive. It is designated Industrial and zoned Light Industrial (LI-1).
South	The property to the south of the subject lot is designated Commercial and zoned Wentworth Road Commercial (WR-C). The properties on the south side of Wentworth Road are designated Commercial and zoned General Commercial (GC).
West	Empire lane and the properties that extend north from Empire Lane are designated Commercial and zoned Shopping Centre (SC). The properties on the west side of Empire Lane are designated Commercial and zoned High Density Residential (R-4).

Development Agreement

A development agreement is a legal contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may

consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

Current Development Agreement

The current development agreement was permitted under Policy 7.11.3 of the 1991 WMPS as amended to August 2004. The background discussion for this policy states that "In 1997, the Town received a request to permit a motel to convert its individual units to multiple residential use, while still retaining the more commercial aspects of the motel such as the lounge, restaurant, hairdressers' shop, and banquet and meeting facilities. Such a mixed use development was not permitted either through a rezoning or a development agreement. To permit Council to consider such developments, amendments were made to the Municipal Planning Strategy and Land Use By-law."

- "Policy 7.11.3** It shall be the intention of Council to permit mixed use multiple residential / commercial uses by development agreement in areas designated Shopping Centre where the maximum total commercial floor area is not greater than forty percent of the total floor area, subject to consideration of the following criteria:
- (a) the commercial use is permitted in either the Town Centre (TC) or Shopping Centre (SC) Commercial Zones;
 - (b) that adequate provision is made to minimize conflict between commercial and residential development with respect to access, parking, noise, and hours of operations;
 - (c) the provision for screening of outdoor storage and waste materials;
 - (d) the location of the proposed development does not comprise the commercial integrity of the area, or restrict existing commercial development patterns;
 - (e) the adequate fire protection can be provided;
 - (f) that adequate provision is made for parking and for safe pedestrian and vehicular access to the site;
 - (g) the architectural design and scale of the proposed development is compatible with the surrounding area;
 - (h) that adequate landscaping, amenity areas, and natural or artificial buffering will be provided;
 - (i) Policy 21.2"

This policy was specifically created to allow Council to consider the conversion of the building at 20 Empire Lane from a motel to a multiple residential building with some

commercial uses by development agreement. This policy no longer exists in the current WMPS.

The MacLeod House was permitted through a development agreement between the Town of Windsor and Schaffner Enterprises Ltd. This agreement was registered on the property twice, once on March 10, 1998 as document 900 and once on June 24, 1998 as document 2485. The development agreement permits:

- residential development of twenty seven (27) apartments in phase 1 (already constructed) and twenty four (24) apartments in phase 2 (not yet developed);
- a multipurpose room for the use of the residents;
- a lounge;
- a dining room/restaurant; and
- a hair salon.

Proposed Development Agreement

The applicant requests that Council consider amending the agreement to permit an additional three (3) apartments within the existing building as part of the phase 1 development by increasing the number of apartments in phase 1 to thirty (30) units in total. The applicant has also requested some amendments to the agreement to allow the conversion of the multipurpose room to accommodate the three (3) additional units, conversion of the lounge to the new multi-purpose room, and to provide more flexibility to the type of apartments they can provide in both phase 1 and 2.

A few additional minor changes to the development agreement to align with the current planning policies, regulations and definitions include:

- change the permitted use from “hair salon” to “personal service shop” which could include but is not limited to a barber, hairdresser, beautician, masseur, tailor, dressmaker and shoemaker, as well as a sun tanning shop, a formal rental shop and depots for collecting dry cleaning and laundry. This better aligns with the applicant’s proposal of providing space for a hair stylist and foot care specialist;
- remove the specifications on where the multi-purpose room and residential uses will enter and exit;
- add maintenance of the pedestrian walkway in general conformance with the site plan to Section 2.3, *Access and Egress*;
- add that the developer should include landscaping within parking areas for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt to Section 2.7, *Landscaping*, to meet the requirements of criteria 8.6.16 (e);
- remove the section “Fire Protection” which stated that the construction/building plans for each phase were required to be sent to the Office of the Provincial Fire Marshall for approval. Our Manager of Building and Fire Inspection Services noted that the municipal inspectors would inspect the building plans to ensure they conform with the National Building Code and that this clause is no longer necessary;

- add more details to Section 2.9, *Environmental Constraints Area*, to in accordance with the current regulations for building in the Environmental Constraints Area;
- add Section 2.13, *Outdoor Storage*, to prohibit outdoor storage in accordance with Policy 9.2.1 (i);
- remove the requirement that the architectural style of the building be constructed in conformity with the plans attached to the 1998 agreement to provide the developer modern design flexibility for phase 2;
- change the list of non-substantive matters to a list of substantive matters in Section 3.3; and
- add Clause 4.1 (d) which specifies a time limit of sixty (60) months for the development of Phase 2. Unless an extension of this time period is requested by the property owner, Phase 2 shall no longer be permitted to be developed.

The applicant finds all of these changes acceptable. The draft development agreement is located in Attachment C.

Section 6.0 of the WLUB, *Development Agreements*, states that “*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy*”:

- (j) development proposals in the Wentworth Road Gateway District in accordance with Policy 8.6.15 of the Municipal Planning Strategy for: large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area; regional shopping centres; institutional uses; mixed use; multiple unit residential; or light industrial development; and
- (l) mixed use development in the Commercial designation or the Industrial designation outside the industrial parks in accordance with Policy 9.2.1 of the Municipal Planning Strategy;

Part 8.0 of the WMPS contains the policies for the commercial areas in Windsor. Section 8.6 of the WMPS discusses the policies for the Wentworth Road Gateway District specifically. Policy 8.6.15 establishes Council’s intention to “*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*”. The subject lot is within the Wentworth Road Gateway District therefore the development agreement can also be considered under this policy.

Part 9.0 of the WMPS contains the policies for mixed use development in Windsor. Policy 9.2.1 establishes Council’s intention to “*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*”. The subject lot is designated Commercial therefore the development agreement can be considered under this policy.

The criteria for both Policy 8.6.15 and 9.2.1 have been evaluated by staff in Attachment A.

Windsor Municipal Planning Strategy

Environmental Constraints Areas

Although the property owner is planning to renovate the existing building for the additional three (3) apartment units, the development agreement allows an addition of twenty-four apartment units in phase 2 through a major addition to the existing building.

Since construction of the building at 20 Empire Lane in the early 1970's, the Windsor planning documents have been updated. The subject lot is now included in the Environmental Constraints designation (Figure 3) which means that it has been identified as marshland, specifically within the Tregothic Marsh. Properties within the Environmental Constraints designation have to meet more stringent requirements, including completing an environmental study, before being issued a development permit for any new building. Since the owner is utilizing the existing building that was constructed prior to 2002 they do not have to meet these requirements unless they are proposing to construct new buildings on site. The existing building may be enlarged, reconstructed, repaired or renovated provided all other requirements of the WLUB are met.

The Windsor Dykeland's Background Report (2001) specifies that the subject lot, and approximately 40 percent of the properties within the Tregothic Marsh, have been exempted by the Province from the requirements of Section 41 of the *Agricultural Marshland Conservation Act*. The *Agricultural Marshland Conservation Act* (2001) protects marshland for agricultural purposes. Being exempt from this portion of the *Act* means that the owner would not have to apply to the Marsh Body to allow any future construction. Any new construction on site including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of the WLUB and any other requirements of the Regional Municipality.

WMPS Specific Criteria

Policy 8.6.15 establishes Council's intention to "*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*" and Policy 9.2.1 establishes Council's intention to "*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*". These policies both establish criteria to be considered by Council. These criteria are examined in detail in Attachment A. In summary, the criteria are met since:

- the proposed development will not conflict with neighbouring uses;
- the proposed development consists of a combination of residential and commercial uses;
- adequate landscaping, open space and natural or artificial buffering is provided; and
- no outdoor storage is permitted.

WMPS General Criteria

The proposal meets the general criteria for amendment set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and

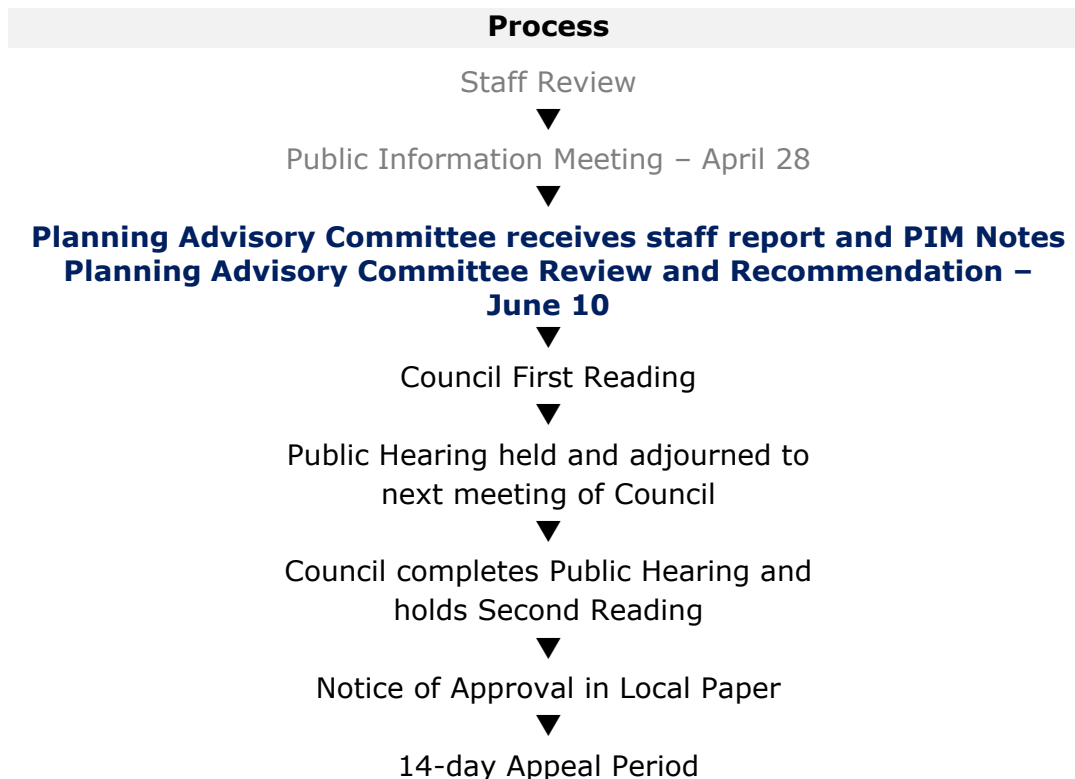
- the Fire Chief, Manager of Building and Fire Inspection Services, Development Officer, Director of Public Works and Traffic Authority have no major concerns.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) highlights two simulated flooding scenarios. The first scenario is based on a storm surge that occurred in 1997, which shows the expected damage is to occur along the coastline. The second scenario shows the simulated flooding extent for probable maximum flood due to climate change. Under this scenario most of the community of Windsor including the subject lot would experience flooding and properties within the Tregothic Marsh Body will experience extensive flooding.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of the general policies of the WMPS and is consistent with the intent, objectives and policies of the WMPS. It also meets the general criteria for development agreements in Windsor. As a result, it is reasonable enter into a development agreement to permit an additional three (3) dwelling units in the existing building, changing the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, and changing the style of apartments in both phase 1 and 2.



FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, PAC/HAC may:

- recommend that Council hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Environmental Constraints Extract
Attachment A	Specific Criteria for Amendment
Attachment B	General Criteria for Amendment
Attachment C	Draft Development Agreement

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Figure 1
Windsor GFLUM Extract

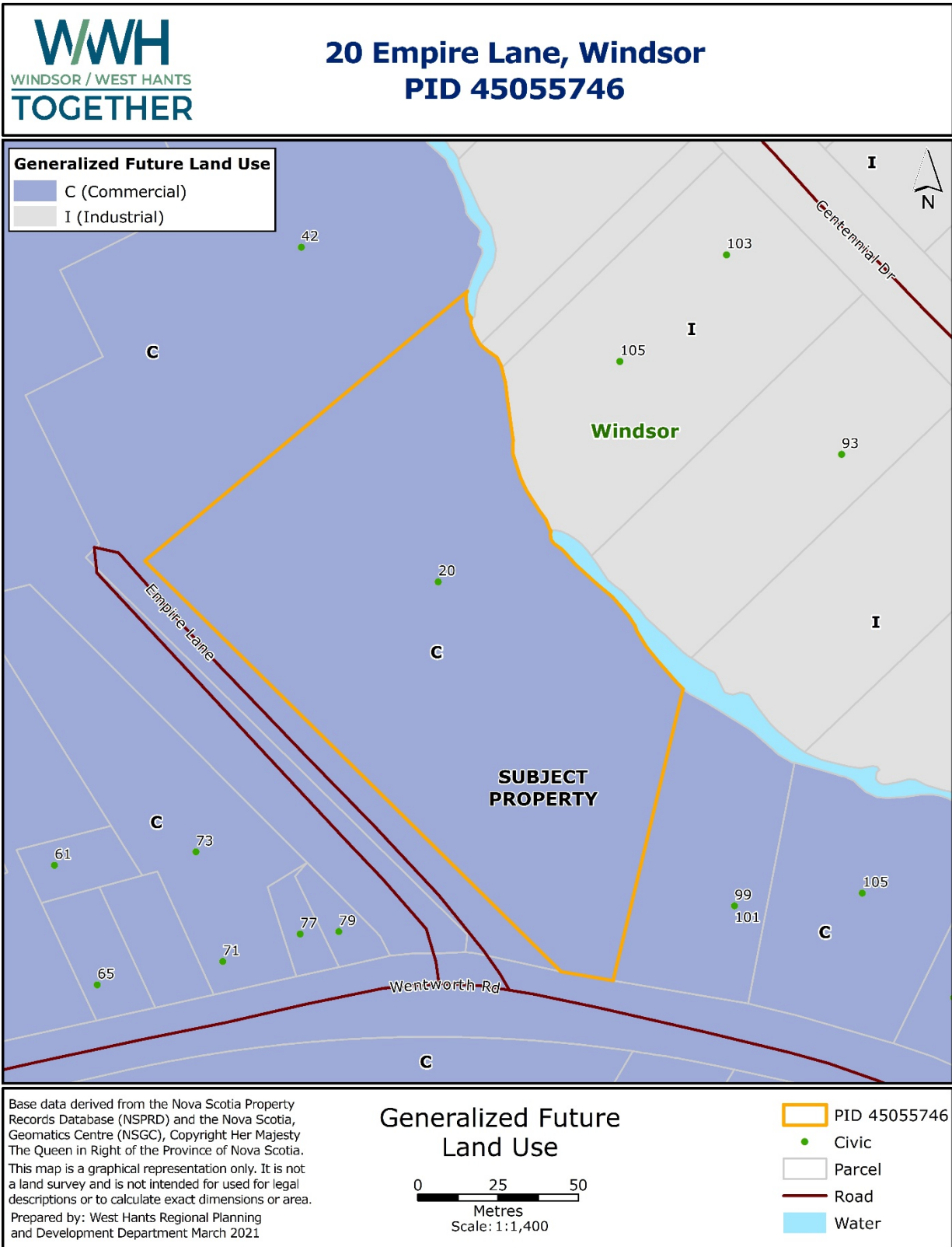


Figure 2
Windsor Zoning Map Extract

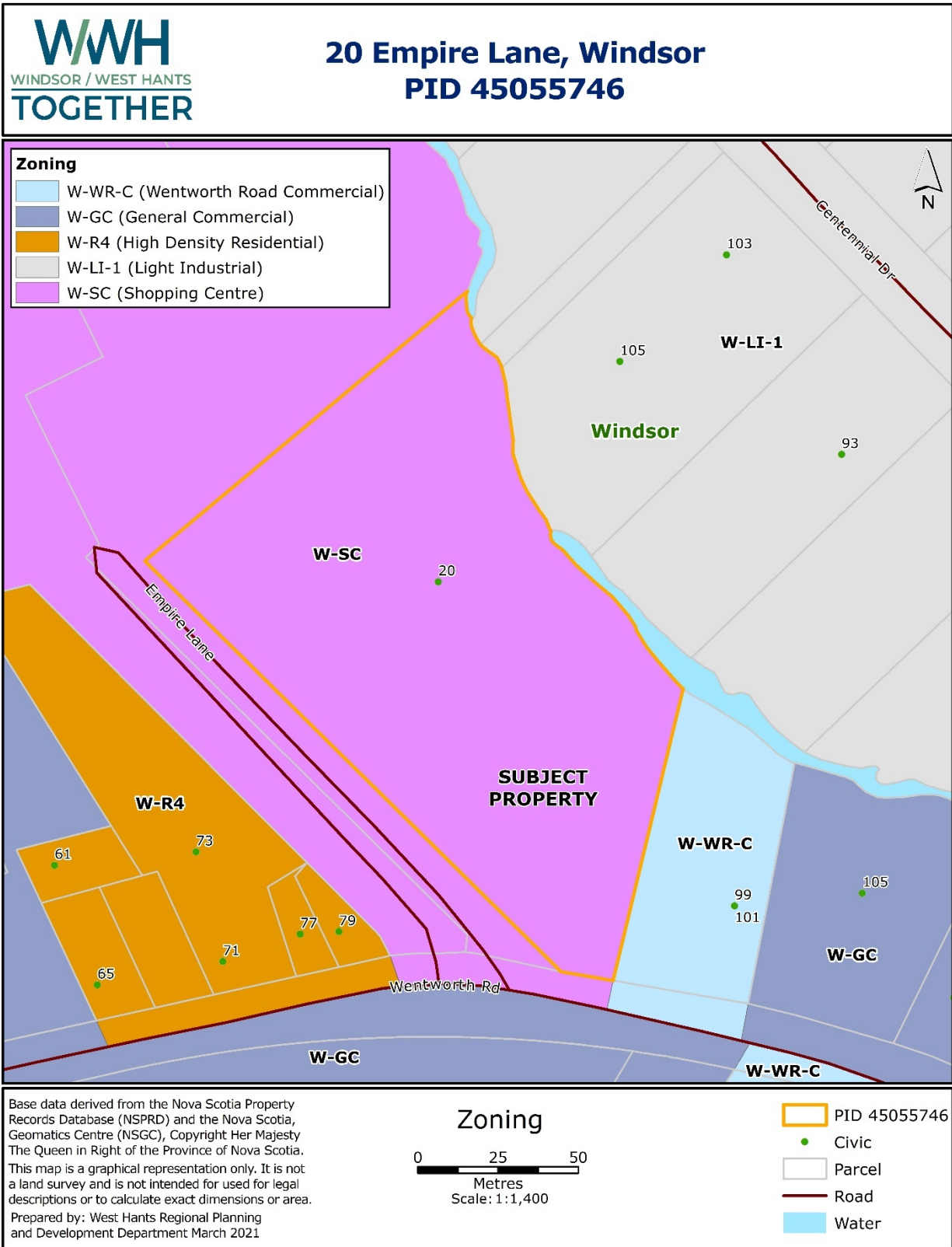
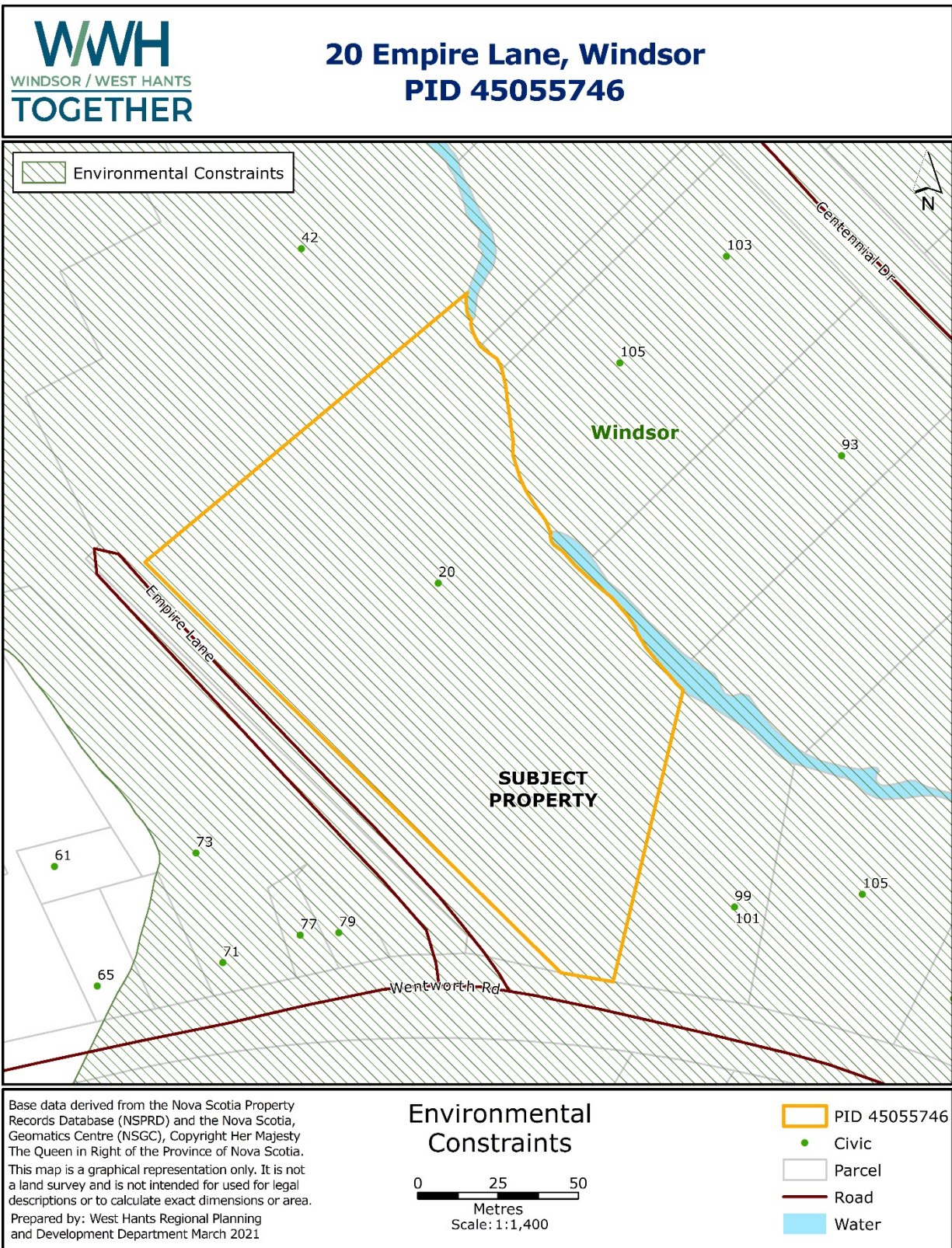


Figure 3
Windsor Environmental Constraints Extract



Attachment A

Specific Criteria for Amendment

Policy 8.6.15 It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area, regional shopping centres, institutional uses, mixed use, multiple unit residential, or light industrial development by development agreement in accordance with the relevant policies of this Strategy and the specific provisions for development in the Wentworth Road Gateway District as contained in Policy 8.6.16.

Policy 8.6.16 It shall be the policy of Council to have due regard to the following in reviewing proposals in the Wentworth Road Gateway District for rezoning to the WR-C zone pursuant to Policy 8.6.14 or development agreements pursuant to Policy 8.6.15:

CRITERIA	COMMENT
<i>(a) the proposed use will not conflict with neighbouring uses;</i>	The additional three (3) units will be contained within the existing building which will not conflict with neighbouring uses. Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff do not anticipate any conflict with neighbouring uses as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.
<i>(b) the architectural design and scale of the proposed development is compatible with surrounding commercial and/or residential buildings and enhances the appearance of the streetscape, consistent with the objectives of</i>	There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The design and scale of the building is compatible with the surrounding commercial, industrial and residential zoning.

<i>the Wentworth Road Gateway District;</i>	The objectives of the Wentworth Road Gateway District are to: • to identify Wentworth Road as important entrance route into Windsor, for pedestrians and cyclists as well as for vehicles; • to promote a sense of welcome and arrival to town; and • to assist in visitor orientation and direction to the Town Centre, as the main business district. The existing building is set back from Wentworth Road. There are a variety of trees and other landscaping elements on the portion of the lot that abuts Wentworth Road. The addition in phase 2 will most likely be of similar design and scale as the existing building which is seen to be compatible with the surrounding area.
<i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i>	The existing building contains mainly residential uses. All apartment units have windows which are along the exterior of the building. The expansion permitted in Phase 2 also contains residential uses which would incorporate windows for each unit and avoid the appearance of solid blank walls.
<i>(d) the developer provides a traffic study, acceptable to the Town and conducted by a qualified person, which demonstrates that the surrounding street network will efficiently accommodate the anticipated traffic flows and that the development will not necessitate major infrastructure improvements such as traffic lights at the expense of the Town;</i>	The Manager of Public Works Operations and Traffic Authority was asked to comment on this application. They responded that "Currently there is a traffic study being undertaken for this driveway/street intersection and other surrounding intersections by West Hants Regional Municipality. I'm confident that the DA would not change the outcome of the study or cause the need for major infrastructure improvements based on this alone. I have no concerns about traffic impact due to the development."

	Therefore, staff have not required a traffic study to be provided by the applicant as part of this application.
<i>(e) the provisions of Policies 8.6.4 and 8.6.8;</i>	The provisions of Policy 8.6.4 and 8.6.8 are met as Clause 2.7 of the draft development agreement includes the provisions for landscaping to contribute to the overall attractiveness of the streetscape, create a safe and pleasant pedestrian environment, and to avoid the appearance of uninterrupted expanses of asphalt particularly in Phase 2. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.
<i>(f) any other matter which may be addressed in a development agreement or land use by-law; and</i>	All other matters have been addressed elsewhere in this report.
<i>(g) the provisions of Policy 16.3.1</i>	See Attachment B.

Policy 9.2.1

It shall be the intention of Council to consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks, subject to the following:

CRITERIA	COMMENT
<i>(a) the proposed development consists of a combination of uses which may include commercial, light industrial, recreational, institutional and residential;</i>	The proposed development consists of a residential development of thirty (30) apartments in phase 1 and twenty four (24) apartments in phase 2, a multipurpose room, a dining room/restaurant, and a hair salon. This would be considered a mix of residential and commercial uses.
<i>(b) the architectural design of the development is sensitive to the existing built form and character of the surrounding area, and in particular:</i>	

<i>(i) where the proposal involves the redevelopment of an existing building, the heritage of the building is taken into consideration and any significant architectural elements which contribute to the appearance of the public façade(s) are retained; and</i>	There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The subject lot is not within an Architectural Control District and is not a designated heritage property therefore no significant architectural elements of the building have been identified.
<i>(ii) if the proposed development is located in an Architectural Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i>	Not applicable as the development is not located within an Architectural Control District.
<i>(c) the density and scale of the development are compatible with the surrounding area;</i>	The additional three (3) units will be contained within the existing building which does not change the density and scale of the development significantly. Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff have no concerns regarding this density and scale of development as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.
<i>(d) the location of the proposed development does not adversely affect the existing pattern of development in the surrounding area, or restrict existing commercial and/or industrial development patterns;</i>	The building was constructed in the early 1970's as a motel and a development agreement was entered into in 1998 for the multiple unit dwelling with some commercial uses. The proposed additional three (3) dwelling units will be contained within the existing building. Staff do not consider this development to restrict the

	surrounding commercial or industrial development patterns.
<i>(e) where a light industrial use is proposed, it is not considered obnoxious or incompatible with the proposed residential or commercial components nor with adjacent land uses;</i>	Not applicable as the applicant is not proposing any light industrial uses.
<i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i>	Clause 2.7 of the draft development agreement includes the provisions for landscaping to ensure there is adequate natural landscaping and buffering on the subject lot.
<i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i>	The Development Officer commented that the original agreement required one (1) parking space per dwelling unit with all residential parking being required adjacent the residential wing of the development. Three (3) additional parking spaces will be required for the three (3) additional dwelling units for a total of thirty (30) parking spaces. The developer indicates that a total of 36 parking spaces will be provided for the 30 dwelling units which is adequate. The Manager of Public Works Operations and Traffic Authority has no concerns regarding vehicular or pedestrian access in relation to this proposal. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building.
<i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to</i>	The only residential dwellings located near the subject lot abut the lot on the west side of Empire Lane. Empire Lane is a two-lane local road with a median

<i>access, parking, noise and hours of operation;</i>	separating the lanes. It is not anticipated that the proposed additional three (3) dwelling units will cause any conflict with these residential dwellings with respect to access, parking and noise. Hours of operation are not discussed in the development agreement as the commercial uses cater mostly to residents within the building and are not anticipated to cause any issues.
<i>(i) no outdoor storage is permitted;</i>	The Windsor Land Use By-law does not define outdoor storage but defines "open storage" as "the outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale". Clause 2.13, <i>Outdoor Storage</i> , in the draft development agreement prohibits open storage.
<i>(j) any other matter which may be addressed by development agreement; and</i>	All other matters have been addressed elsewhere in this report.
<i>(k) the provisions of Policy 16.3.1.</i>	See Attachment B.

Attachment B
General Criteria for Amendment

Policy 16.3.1 In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works confirmed that the lot is served by adequate municipal water and sewer services.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the applicant has advised that they market the apartments to seniors.
<i>(iii) the adequacy of fire protection;</i>	In response to an inquiry, the local Fire Chief does "not have any fire related concerns as this renovation work will be under the building permit and fire inspection process". The Manager of Building and Fire Inspection Services stated that the proposal is not premature or inappropriate in terms of the adequacy of fire protection and has no building or fire related concerns.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Manager of Public Works Operations and Traffic Authority has no concerns related to the adequacy of road networks adjacent to or leading to the development with this development agreement amendment.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	No municipal costs related to this amendment are anticipated.

<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The Manager of Public Works Operations and Traffic Authority has no concerns about traffic impact due to the development. There is no rail transportation in the area. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer has no concerns with respect to the adequacy of the dimensions and shape of the lot for the intended use. The lot is 3.86 acre in size which is large enough to accommodate the proposed buildings and the required parking.
<i>(d) the pattern of development which the proposal might create;</i>	The surrounding area has a variety of commercial zoning plus some industrial and high-density residential zoning. This proposal is not anticipated to change the pattern of development in the area.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i>	The subject lot is relatively flat and there are no evident concerns in terms of steepness of grade, soil or geological conditions. There is a watercourse running along the north east property line. The subject lot is within the Environmental Constraints designation which means that any new construction on the subject lot including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of

	the WLUB and any other requirements of the Regional Municipality. The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) shows that most of the community of Windsor including the subject property would experience flooding under a simulated flooding extent for probable maximum flood due to climate change.
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial and Federal regulations will have to be met.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	All other matters have been addressed elsewhere in this report.



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

MACLEOD GROUP HEALTH SERVICES LIMITED, a body corporate, with a head office at Suite 305, 219 Main Street, Antigonish, in the County of Antigonish, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at 20 Empire Lane, Windsor, PID 45055746, hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Commercial on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (September 21, 2005) and zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (September 21, 2005) and is within the Wentworth Road Gateway District and the Environmental Constraints designation; and

WHEREAS the Owner has requested that the Municipality discharge a development agreement between Schaffner Enterprises Ltd. and the Town of Windsor to permit residential development, a multipurpose room, a lounge, a dining room / restaurant, and a

hair salon dated March 6, 1998 and recorded at the Land Registry Office on March 10, 1998 and June 24, 1998 as document 900 and 2485; and

WHEREAS the Owners have requested to enter into a new development agreement which increases the number of apartments in phase 1 to thirty (30) units in total, changes the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, changes the style of apartments in both phase 1 and 2, and accommodates other minor changes; and

WHEREAS Policy 8.6.15 and Policy 9.2.1 of the Windsor Municipal Planning Strategy (the "Municipal Planning Strategy") and Section 6.1 (j) and (l) of the Windsor Land Use By-law (the "Land Use By-law") provide that mixed use, multiple unit residential in the Commercial designation and the Wentworth Road Gateway District be considered by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2021, approved this request;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw, except those defined as follows:

- (a) "Senior citizen home" means a multiple unit dwelling designed for occupation by senior citizens and constructed and maintained by a public housing authority or non-profit organization;
- (b) "Home for special care" means a dwelling unit where people live together and receive care, and can include a nursing home, a home for the aged, a home for the disabled and a residential care facility as defined in *the Homes for Special Care Act*;

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A – Legal Description

Schedule B – Site Plan A1

Schedule C – Schematic A: New Layout – Floor Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (b) *Land Use Bylaw* means the Land Use Bylaw of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (c) *Subdivision Bylaw* means the Subdivision Bylaw of the Town of Windsor approved on January 24, 2012, as amended, or successor bylaws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) residential development:
 - (i) Phase 1: a maximum of thirty (30) apartments consisting of a mix of studio and one (1) bedroom style;
 - (ii) Phase 2 (proposed future expansion): a maximum of twenty-four (24) apartments consisting of a mix of studio, one (1) bedroom and two (2) bedroom style;
- (c) a dining room and restaurant;
- (d) a multipurpose room for the use of the residents, and for special functions associated with the dining room / restaurant such as receptions, meetings, and banquets; and
- (e) a personal service shop.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Development Location and Design

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Phase 1 residential development shall be located entirely within the existing building located as shown on the site plan in Schedule B.
- (b) The Phase 2 residential development shall be developed in a manner consistent with the intent of this development agreement and the Land Use By-law and substantively the same as the "proposed future expansion" shown on Schedule B.

- (c) The commercial components of the development shall be permitted only in the areas noted as dining room, restaurant, multipurpose room, and beauty parlour on Schedule C.
- (d) Commercial floor space shall not exceed 40 percent of the total floor area of the development.

2.3 Access and Egress

- (a) The vehicular entrance and exit for the Property shall be in general conformance with the entrance and exit shown on Schedule B.
- (b) The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) The pedestrian walkway provided from Wentworth Road to the edge of the parking lot at the entrance of the building shall be maintained in general conformance with the walkway shown on Schedule B.

2.4 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) One (1) parking space, at a minimum size of 10 feet by 20 feet, shall be provided for each dwelling unit.
- (c) One parking space, at a minimum size of 10 feet by 20 feet, shall be provided for every 100 ft² (9.29 m²) of floor area of the multi-purpose room.
- (d) Parking areas and parking spaces shall be paved, clearly demarcated and lined by the Owner.
- (e) Parking required for the residential component shall be clearly separated from other parking in the area and demarcated by signage as being for the use of residents only.
- (f) The number of parking spaces and loading spaces may be varied by the Development Officer.

2.5 Signs

- (a) The Owner shall be permitted two (2) ground signs on the lot.
- (b) The ground signs shall not:
 - (i) exceed a height of 15 ft. (4.57 m) from the grade level to the highest part of the sign;
 - (ii) exceed 50 sq. ft. (4.62 m);
 - (iii) be located within 75 ft. (22.86 m) from a residential dwelling unit on the lot; or
 - (iv) be illuminated.

2.6 Lighting

Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.7 Landscaping

The Owner shall:

- (a) keep all undeveloped areas of the Property landscaped;
- (b) include tree cover as part of the landscaping along the south Property line abutting Wentworth Road, at a maximum spacing of 20 ft. (6.09 m), each tree having a minimum caliper of 2 inches. Existing trees may be included as part of the requirement;
- (c) along the eastern Property line provide either:
 - (i) built screening, and a combination of trees, shrubs, and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) high and 5 ft. (1.5 m) wide; or
 - (ii) a combination of shrubs, trees and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) wide;where trees are to be a minimum of 5 ft. (1.5 m) in height, at a maximum spacing of 10 ft. (3.05 m), and shrubs a minimum of 1.5 ft. (0.5 m) in height.
- (d) include landscaping within parking areas required for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt.

2.8 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Empire Lane.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m) to an abutting property.

(b) Water and Sewer Services

The Owner acknowledges that:

- (a) the Property is served by a private water main that services the Fort Edward Mall;
- (b) that the private sewer lateral serving the building has been noted by the Director of Public Works as having had problems which have resulted in regular cleaning being required;

- (c) prior to a development permit being issued by the Municipality, the Owner must provide verification that the Owner's Engineer has checked to ensure that the private sewer lateral is capable of servicing the proposed development;
- (d) if the private sewer lateral is not capable of servicing the proposed development, any costs necessary to upgrade the service are the responsibility of the Owner.

2.9 Environmental Constraints Area

The Property is located within the Environmental Constraints designation in Windsor.

- (a) For any new buildings, including the development of Phase 2, or any new accessory buildings larger than 800 ft² (74.32 m²) in total floor area, the developer must complete an environmental study, in accordance with Section 27.0 of the Windsor Land Use By-law, and submit the study to the Development Officer prior to the issuance of development and building permits for the proposed use.
- (b) The Development Officer and/or the Municipality's Building Official may refuse a permit for such new buildings if the Owner's application does not incorporate compliance with the flood proofing or other construction methods recommended by the environmental study.
- (c) In accordance with Section 27.2 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with a required environmental study, any future alterations or additions shall also follow the construction methods set out in the environmental study.
- (d) No building shall be used for:
 - (i) a residential institution such as a hospital, senior citizen home, home for special care or similar facility where flooding could pose a significant threat to the safety of residents if evacuation became necessary; or
 - (ii) any use associated with the warehousing or the production of hazardous materials.

2.10 Subdivision

No alterations to the lot configuration are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

2.11 Maintenance

- (a) The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs,

walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

- (b) The Owner shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

2.12 Phased Development

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Owner agrees to construct each phase of the development in conformity with the Plans attached hereto.
- (c) Phase 1 shall include the completion of:
 - (i) the pedestrian walkway from Wentworth Road to the Main Entry as identified on Schedule B; and
 - (ii) the landscaping required along the lot line as specified in Section 2.7 (b) and (c) of this Agreement.
- (d) Phase 2 shall include a new pedestrian walkway ending from the walkway completed in Phase 1, to the 'Future Entry', shown on Schedule B.

2.13 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale will be prohibited.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality, or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1 *Use* of this Agreement.
- 3.4** Upon conveyance of land by the Owner to either:
 - (a) the road authority for the purpose of creating or expanding a public street over the Property; or
 - (b) the Municipality for the purpose of creating or expanding any municipally owned facility over the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or public facility, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

- 3.5** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.6** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.7** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for

the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

- (d) Development of Phase 2 shall commence not later than sixty (60) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, development of Phase 2 shall no longer be permitted and this Agreement may be discharged in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owner shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.
- (b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

- (b) 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.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the development proposed by this agreement. The Owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.8 Assignment of Agreement

The Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Suite 305, 219 Main Street, Antigonish, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

This agreement replaces and discharges the development agreement dated March 6, 1998 between the Town of Windsor and Schaffner Enterprises Ltd. recorded at the Registry of Deeds in Hants County, Nova Scotia on March 10, 1998 in Book 829 at pages 210 as document #900 and on June 24, 1998 in Book 837 at pages 283 as document #2485, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

) **WEST HANTS REGIONAL MUNICIPALITY**

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, Municipal Clerk

)
)
) **MACLEOD GROUP HEALTH SERVICES
LIMITED**

)
)
)
)

Per: _____
) Ramsay Duff, Chief Executive Officer

)
)
)
)

Witness

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

_____, Clerk

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Ramsay Duff, Nova Scotia, make oath and say that:

1. I am Ramsay Duff, Chief Executive Officer of MacLeod Group Health Services Limited, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this **Month Day**, 2021 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

Print Name:

Authority (e.g. Commissioner of Oaths):
Please affix seal

Schedule 'A'
Legal Description – PID 45055746

MUNICIPALITY: Town of Windsor

DESIGNATION OF PARCEL ON PLAN: Lot C1 and Lot C2 (as an addition)

TITLE OF PLAN: Plan Showing Lands of Fort Edward Shopping Mall Ltd.

REGISTRATION DISTRICT: Hants County

REGISTRATION REFERENCE: P-2816

Lot C-2 was approved as an addition to Lot C-1.

The above described lot more fully described as C-1 and C-2 in the deed registered in the registration district of Hants County in Book 676 at page 27.

SUBJECT TO a water line maintenance easement as contained in the deed registered in the registration district of Hants County in Book 305 at Page 145.

ALSO SUBJECT TO a 15' wide right of way as contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 149.

AND ALSO SUBJECT TO the right of way contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 306.

AND ALSO SUBJECT TO restrictive covenants as contained in the deed registered in the registration district of the County of Hants in Book 305 at 145.

AND ALSO SUBJECT TO a Development Agreement with the Town of Windsor dated March 6, 1998 and registered March 10, 1998 at the Hants County Registry of Deeds in Book 829 at Page 210 as Document # 900 and re-registered June 24, 1998 in Book 837 at Page 283 as Document # 2485.

TOGETHER WITH a roadway easement and Restrictive Covenants contained in the deed registered in the registration district of the County of Hants in Book 305 at Page 145.

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

Compliance:

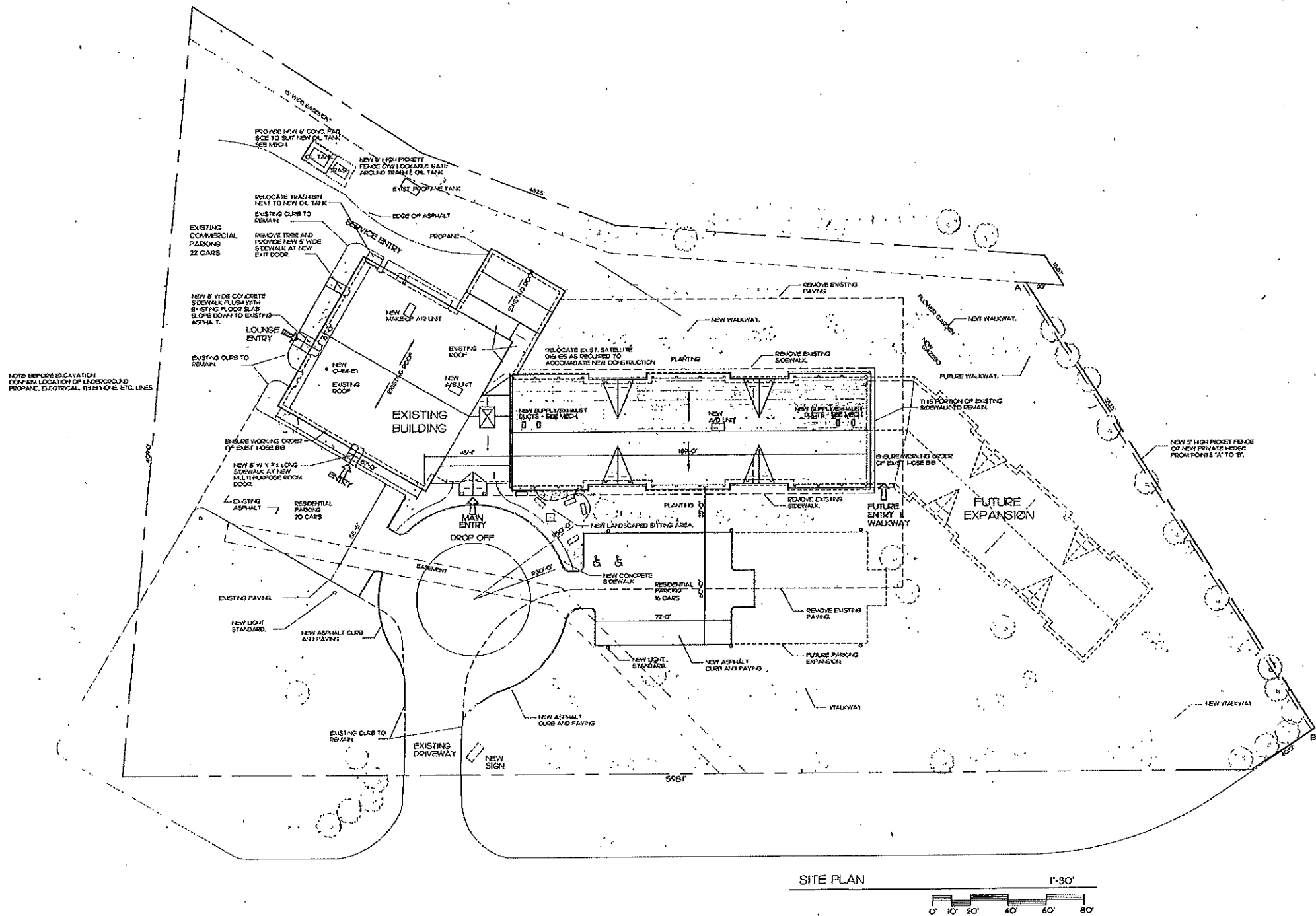
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 1979

Plan or Document Number: 2816

Schedule B - Site Plan A1



SITE PLAN
1" = 30'

- LIST OF DRAWINGS
- A1 SITE PLAN
 - A2 MAIN FLOOR PLAN - PART A
 - A3 UPPER FLOOR PLAN - PART A
 - A4 FLOOR PLANS - PART B
 - A5 ELEVATIONS
 - A6 BUILDING SECTIONS
 - A7 BUILDING ASSEMBLIES
 - A8 SUITE PLANS
 - A9 WALL & STAIR SECTIONS
 - A10 WASHROOM & CLOSET DETAILS
 - A11 DETAILS
 - A12 FINISH SCHEDULE
 - A13 WINDOW SCHEDULE
 - A14 DOOR SCHEDULE

KASSNER
GOODSPEED
ARCHITECTS

56-55 CORNWALLIS STREET SITE 7
HALFAX, N.S. B3K 1B6 402-422-1057

NOTE:
SITE BOUNDARY INFORMATION TAKEN
FROM A SURVEY PREPARED BY BRUCE L. LANE
N.S.L.S. DATED AUGUST 8, 1997 AND WITH
WHICH RESTS SOLE RESPONSIBILITY FOR
ITS ACCURACY.

CONFIRM DIMENSIONS OF EXISTING BUILDING
ASSEMBLIES ON SITE

NO.	REVISIONS	BY/DATE
-----	-----------	---------

DESIGN	KR/CAI
FILE	97SWA01SITE
DRAWN	
APPROVED	

KINGSWAY GARDENS
WINDSOR,
NOVA SCOTIA

OWNER: SCHAFFNER ENTERPRISES LTD.

SITE PLAN

SCALE

1" = 30'

PLOT DATE

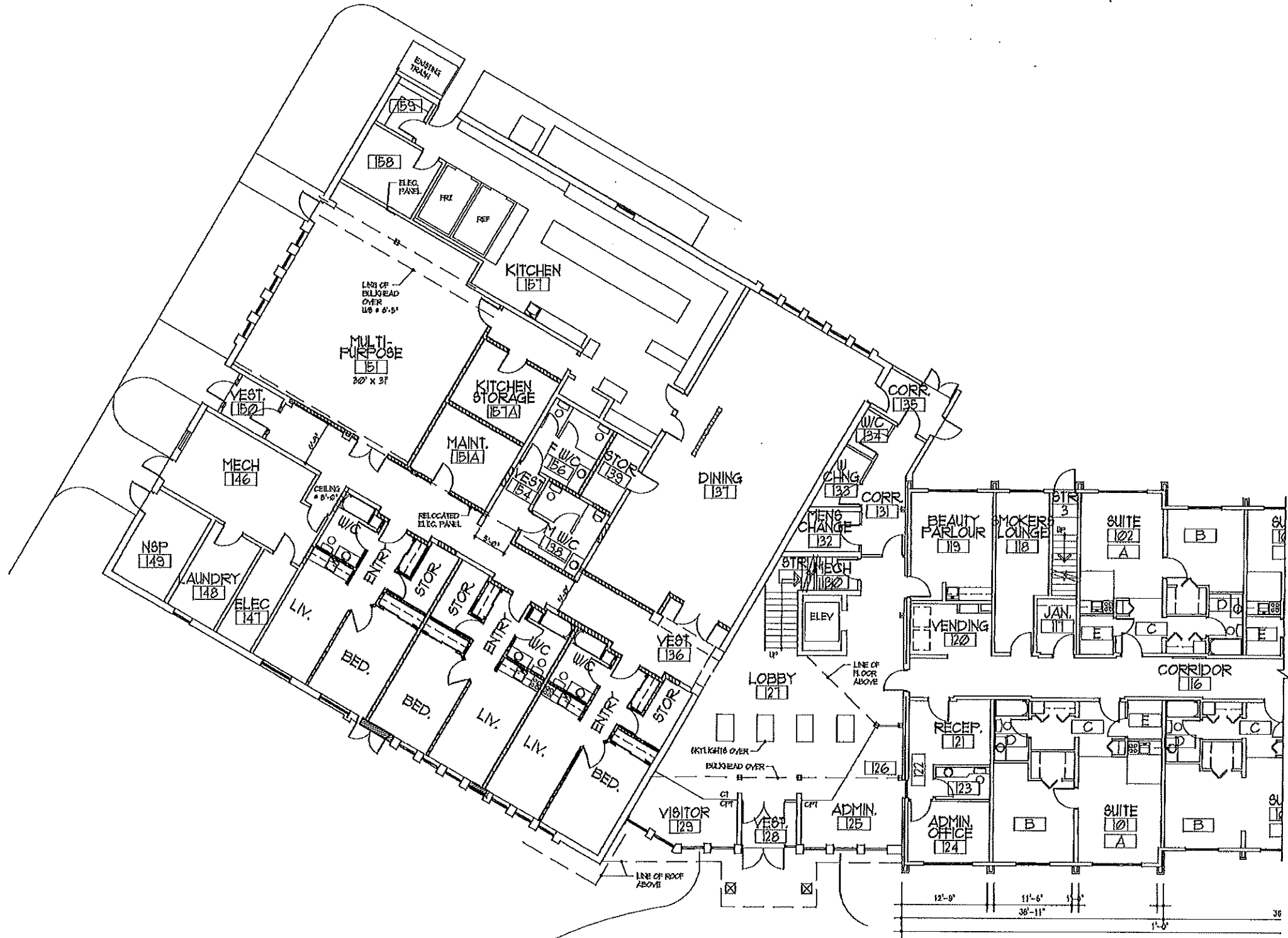
08/01/28

PROJECT NO.

9715

A1

Schematic A:



Wall Legend

- EXISTING WALL TO REMAIN
- EXISTING TO BE REMOVED
- NEW WALL

NOTE:
DIMENSIONS TO CENTRE LINE OF WALL
UNLESS NOTED OTHERWISE

1. REVISION REVIEW JAN 2021

architect & interior
architects ltd.
P.O. BOX 100, ALEXANDRIA, NOVA SCOTIA

PROJECT
MACLEOD HOUSE
70 EMPIRE LANE
WINDSOR, NOVA SCOTIA

DRAWING
FLOOR PLANS

SCALE
1/8" = 1'-0"

DATE
JAN 2021

DRAWN
C.L.C.

REVIEWED

REAL

CONSULTANT'S NO.

DRAWING NO.

PROJECT NO.

301

856



301

NEW LAYOUT
MULTI-PURPOSE RENOVATION
SCALE: 1/8" = 1'-0"



Audit Committee Meeting Excerpts
May 26, 2021

**Recommendation Report for Use of Former Municipality of West Hants
2019-20 Operating Surplus Funds**

This recommendation is being made to cover the cost of a 2019-20 Municipality of West Hants invoice less credit, for fire hydrant services that was recorded after fiscal year end.

This is an annual invoice and does not impact the interpretation of the previous year's financial results, however it is complicated by the consolidation process.

To ensure this cost does not impact the whole Region and only former entity residents, staff are recommending use of \$551,990 of the former Municipality of West Hants 2019-20 operating surplus, recorded as \$921,689.

Audit Committee recommends that:

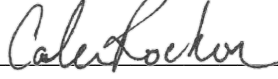
Council approves the use of the Municipality of West Hants 2019-20 Operating Surplus to fund Invoice 7719 less applicable credits.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☒	Recommendation ☐	Decision Request ☐	Councillor Activity ☐
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To: Audit Committee

Submitted by: 
Carlee Rochon, Director, Financial Services

Date: May 26, 2021

Subject: Quarterly Financial Update – Month Ending March 31, 2021

RECOMMENDATION

Audit Committee recommends

Council approves the use of the Municipality of West Hants 2019-20 Operating Surplus to fund Invoice 7719 less applicable credits.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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The 2020-21 Municipal Operating budget was passed June 3, 2020. Council provides overall governance of Municipal funds while the Chief Administrative Officer is responsible for the administration of the budget after adoption.

The intent of this report is to provide a summary view of what is currently recorded on the Municipality's operating fund. Municipal departments are responsible for overseeing the day-to-day activity of their budget areas.

DISCUSSION

Please refer to the attached Actual Budget Variance reports for the period ending March 31, 2021.

Please note that if revenue and expenditures were incurred evenly over the year approximately 100% of the budget would be used. This percentage provides a guideline when reviewing the attached. However, it is important to keep in mind that

account variances (up or down) will occur as we finalize the accounts for closing the year.

Revenues recorded to date are 103.1% of budget. Expenditures are at 88.9% of budget; however, as we move towards the fiscal year end, this percentage will continue to evolve upward.

Projections are based on the current information and limited historical trends. The possibility of fluctuations within these projections should be presumed. The overall projected surplus based on the variance analysis for the general fund is \$560,467. These remaining funds will be moved to the Operating Reserve as per the Reserves policy.

Revenue Highlights

The municipal revenues are projected to be higher, with a projected variance of 6.7% from what was budgeted. Some revenue sources are projecting to be higher, such as Deed Transfer Tax, Water Sales, General Government Services, and Property Taxes. Some revenue sources are projecting to be lower, such as MT&T, Subdivision Fees, Leases, Licences, and Community Development.

The largest variance stems from West Hants Regional budgets being conservative in projecting revenue, and given the unexpected real estate market success, our Deed Transfer Tax is reporting significantly higher with \$1,080,369 being reported over budget at the end of the fourth quarter.

Expenditure Highlights

The municipal expenditures are projected to be lower, with a projected variance of 1.55% from what was budgeted. Some expenditure sources are projecting to be higher, such as Insurance, Fire Services, and Debt Servicing. Some expenditure sources are projecting to be lower, such as Fiscal Services, RCMP retro pay savings, Transfer To/From Reserves, Recreation and Cultural Services, Environmental Development Services, and Environmental Health Services.

The largest variance is attributed to a 2019-20 invoice and credit for fire hydrant services being recorded after fiscal year end. This is an annual invoice and does not impact the interpretation of the previous year's financial results, however it is complicated by the consolidation process. To ensure this cost does not impact the whole Region and only former entity residents, staff are recommending use of \$551,990 from the 2019-20 operating surplus. The former Municipality of West Hants reported a \$921,689 operating surplus.

NEW ITEMS

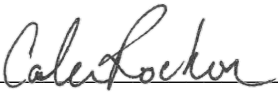
Preliminary meetings regarding the Safe Restart funding indicate an audit element with review from Audit Committee will be required. We have received guidance on the fund application, but they are still in the draft phase on what components the Audit Committee will review. Further updates to follow once information is received from the Province of Nova Scotia.

FINANCIAL IMPLICATIONS

The projections provided are limited as we are currently at the end of twelve months, finalizing the fiscal year end. The overall projected surplus based on the variance analysis for the general fund is \$560,467.

ATTACHMENTS

- Actual vs Budget Q4 2020-2021

Report Prepared by: _____
Carlee Rochon, Director, Financial Services

Report Reviewed by: _____
Mark Phillips, Chief Administrative Officer

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
<u>TOTAL REVENUES</u>					
ASSESSABLE PROPERTIES					
RESIDENTIAL	5,204,967	5,375,885	170,918	103.3%	5,375,885
COMMERCIAL	1,224,147	1,146,311	(77,836)	93.6%	1,146,311
SPECIAL TAX AGREEMENT	53,346	71,113	17,767	133.3%	71,113
RESOURCE	223,173	215,615	(7,558)	96.6%	215,615
WEST HANTS AREA RATES	7,417,582	7,436,632	19,050	100.3%	7,436,632
HANTSPORT AREA RATES	677,902	669,495	(8,407)	98.8%	669,495
WINDSOR AREA RATES	3,974,304	4,139,256	164,952	104.2%	4,139,256
TOTAL	18,775,421	19,054,307	278,886	101.5%	19,054,307
SEWER UTILITY REVENUE					
WEST HANT SEWER	1,078,390	1,090,266	11,876	101.1%	1,090,266
WINDSOR SEWER	981,600	945,186	(36,414)	96.3%	945,186
TOTAL	2,059,990	2,035,452	(24,538)	98.8%	2,035,452
BUSINESS PROPERTY					
MT&T	76,541	62,948	(13,593)	82.2%	62,948
NS POWER	207,445	207,455	10	100.0%	207,455
TOTAL	283,986	270,403	(13,583)	95.2%	270,403
OTHER					
DEED TRANSFER TAX	692,778	1,773,147	1,080,369	255.9%	1,773,147
5% SUBDIVISION	8,000	1,570	(6,430)	19.6%	1,570
TOTAL	700,778	1,774,717	1,073,939	253.2%	1,774,717
GRANTS-IN-LIEU					
FEDERAL	46,957	133,006	86,049	283.3%	133,006
PROVINCIAL	67,591	115,605	48,014	171.0%	115,605
TOTAL	114,548	248,611	134,063	217.0%	248,611
LOCAL GOVERNMENT					
GENERAL GOV SERVICES	2,000	9,340	7,340	467.0%	9,340
RECYCLING/ENFORCEMENT	101,130	-	(101,130)	0.0%	72,227
HOST COMMUNITY FEES	360,000	389,203	29,203	108.1%	389,203
COURTHOUSE	77,060	72,748	(4,312)	94.4%	92,979
RESERVE TFR - TIPPING FEES	57,969	-	(57,969)	0.0%	45,755

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
ADMINISTRATION FEES	502,885	32,332	(470,553)	6.4%	521,217
KINGS COUNTY FIRE GRANT	53,679	94,296	40,617	175.7%	94,296
GLOOSCAP FIRE GRANT	7,065	7,064	(1)	100.0%	7,064
CAPITAL FIRE GRANT - KINGS	24,776	21,352	(3,424)	86.2%	21,352
MISC GLOOSCAP	30,000	28,067	(1,933)	93.6%	28,067
TOTAL	1,216,564	654,402	(562,162)	53.8%	1,281,500
LICENSES & PERMITS					
LICENCES	5,093	600	(4,493)	11.8%	600
WH BUILDING	45,837	62,930	17,093	137.3%	62,930
TOTAL	50,930	63,530	12,600	124.7%	63,530
FINES	44,080	50,806	6,726	115.3%	50,806
RENTALS					
RENTALS	96,436	2,075	(94,361)	2.2%	96,436
LEASES	51,050	5,700	(45,350)	11.2%	29,552
TOTAL	147,486	7,775	(139,711)	5.3%	125,988
RETURN ON INTESTMENT	65,990	311	(65,679)	0.5%	49,493
INTEREST & PENALTIES					
INTEREST & PENALTIES	301,130	380,653	79,523	126.4%	380,653
TOTAL	301,130	380,653	79,523	126.4%	380,653
OTHER					
TAX CERTIFICATES	10,000	15,550	5,550	155.5%	15,550
SUBDIVISION FEE	2,000	-	(2,000)	0.0%	-
WIND FARMS	169,080	195,020	25,940	115.3%	171,168
WATER SALES	13,000	50,250	37,250	386.5%	50,250
MISC	18,600	73,041	54,441	392.7%	73,041
TOTAL	212,680	333,861	121,181	157.0%	310,009
COMMUNITY DEVELOPMENT					
RECREATION	30,000	26,265	(3,735)	87.6%	26,265
RECREATION - FACILITIES	322,596	191,516	(131,080)	59.4%	191,516
	352,596	217,781	(134,815)	61.8%	217,781

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
SERVICE NS & MUN RELATIONS					
EQUALIZATION GRANTS	463,476	562,708	99,232	121.4%	562,708
FARM PROPERTY ACREAGE	87,447	88,918	1,471	101.7%	88,918
HST OFFSET GRANT	112,360	75,910	(36,450)	67.6%	75,910
911 COST RECOVERY	6,300	-	(6,300)	0.0%	6,214
TOTAL	669,583	727,536	57,953	108.7%	733,750
FEDERAL GOVERNMENT GRANTS	146,637	123,167	(23,470)	84.0%	123,167
OWN VALUATION ALLOW & EQUITY					
OTHER FUNDS GENERAL	30,000	575	(29,425)	1.9%	138,009
TOTAL REVENUE	25,172,399	25,943,887	771,488	103.1%	26,858,175

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
LEGISLATIVE					
WARDEN	56,000	52,533	3,467	93.8%	52,533
COUNCIL	326,527	313,398	13,129	96.0%	313,398
CONSOLIDATION & TRANSITION	-	137,434	(137,434)		137,434
OTHER LEGISLATIVE	28,000	28,488	(488)	101.7%	28,488
TOTAL	410,527	531,853	43,486	129.6%	531,853
GENERAL ADMINISTRATION					
ADMINISTRATIVE MANAGMENT	445,254	469,017	(23,763)	105.3%	469,017
FINANCIAL MANAGEMENT	825,839	754,563	71,276	91.4%	769,563
LEGAL/AUDITOR	116,630	129,780	(13,150)	111.3%	129,780
TAXATION	55,450	62,991	(7,541)	113.6%	62,991
COMMON SERVICES	1,050	99	951	9.4%	99
OTHER GENERAL ADMIN					
OFFICE ADMIN	128,346	94,139	34,207	73.3%	94,139
FACILITIES	250,566	256,956	(6,390)	102.6%	256,956
LIBRARIES	36,475	59,678	(23,203)	163.6%	59,678
DATA SERVICES	465,177	318,853	146,324	68.5%	318,853
INSURANCE	97,000	165,329	(68,329)	170.4%	165,329
GRANTS TO ORGANIZATIONS	66,500	58,250	8,250	87.6%	58,250
OTHER	26,450	64,605	(38,155)	244.3%	64,605
TOTAL	2,514,737	2,434,260	522,013	96.8%	2,449,260
PROTECTIVE SERVICES					
POLICE	5,300,764	3,789,396	1,511,368	71.5%	5,301,012
LAW ENFORCEMENT	159,969	126,575	33,394	79.1%	126,575
FIRE FIGHTING	2,510,380	2,768,202	(257,822)	110.3%	2,831,862
EMERGENCY	34,280	47,545	(13,265)	138.7%	47,545
BUILDING INSPECTION	370,195	303,234	66,961	81.9%	303,234
FOOD BANK	7,000	4,292	2,708	61.3%	4,292
TOTAL	8,382,588	7,039,244	4,377,188	84.0%	8,614,520
TRANSPORTATION					
ROADS & STREETS - ADMIN	1,114,862	507,527	607,335	45.5%	608,878
ROADS & STREETS - WEST HANTS	192,676	142,976	49,700	74.2%	160,492
ROADS & STREETS - WINDSOR	380,996	433,780	(52,784)	113.9%	468,416
ROADS & STREETS - HANTSPORT	150,205	250,556	(100,351)	166.8%	264,211

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
TOTAL	1,838,739	1,334,839	851,891	72.6%	1,501,997
ENVIRONMENTAL HEALTH SERVICES					
SEWERS					
ADMINISTRATION	584,126	420,659	163,468	72.0%	736,813
OPERATING COSTS	314,600	235,496	79,104	74.9%	235,496
LONG TERM DEBT	114,392	6,350	108,042	5.6%	117,957
WINDSOR SEWER					
ADMINISTRATION	414,405	306,216	108,189	73.9%	361,194
OPERATING COSTS	316,450	258,529	57,921	81.7%	258,529
LONG TERM DEBT	325,463	-	325,463	0.0%	325,463
SUB-TOTAL	2,069,436	1,227,250	1,390,889	59.3%	2,035,452
GARBAGE & RECYCLING					
GARBAGE & WASTE - WEST HANTS	1,034,072	918,814	115,258	88.9%	921,314
GARBAGE & WASTE - WINDSOR	409,109	389,143	19,966	95.1%	391,643
CLOSED LANDFILL	57,970	40,485	17,485	69.8%	45,755
RECYCLING/ENFORCEMENT	101,130	67,227	33,903	66.5%	72,227
SUB-TOTAL	1,602,281	1,415,669	640,851	88.4%	1,430,939
TOTAL ENVIRO HEALTH SERVICES	3,671,717	2,642,918	2,031,741	72.0%	3,466,390
ENVIRONMENTAL DEVELOPMENT SERVICES					
PLANNING	658,119	602,412	55,707	91.5%	602,412
MCAPP/VCFN/REN/TOURISM	95,700	95,134	566	99.4%	95,134
INDUSTRIAL PARK	6,500	3,639	2,861	56.0%	3,639
TOTAL	760,319	701,185	310,584	92.2%	701,185
RECREATION & CULTURAL SERVICES					
ADMINISTRATION	291,312	285,520	5,792	98.0%	285,520
RECREATION SITES & MAINTENANCE	407,936	316,068	91,868	77.5%	316,068
PROGRAMS	279,573	266,614	12,959	95.4%	266,614
POOL	40,480	25,868	14,612	63.9%	38,348
COMMUNITY CENTRE	181,247	162,631	18,616	89.7%	162,631
SPORT COMPLEX	380,488	325,571	54,917	85.6%	325,571
COMMUNITY ECONOMIC DEVELOPMENT	229,613	164,719	64,894	71.7%	164,719
HMCC	86,082	76,649	9,433	89.0%	86,082
WINDSOR TOWNSHIP	58,872	66,982	(8,110)	113.8%	66,982
MAPLEWOOD CEMETERY	25,539	-	25,539	0.0%	25,539
RIVERBANK CEMETERY	32,805	-	32,805	0.0%	32,805

West Hants Regional Municipality
Income Statement - Actual vs. Budget
For the Twelve Months Ending March 31, 2021

	2020-21 Budget	YTD Actual	Remaining Funds	Act./Bud. Percentage	Forecast March 31, 2021
TOTAL	2,013,947	1,690,622	972,338	83.9%	1,770,879
FISCAL SERVICES					
VALUATION ALLOWANCE & BAD DEBTS	45,000	-	45,000	0.0%	45,000
HOUSING AUTHORITY	97,000	90,605	6,395	93.4%	90,605
ASSESSMENT	332,405	332,405	-	100.0%	443,207
CORRECTIONAL	248,531	186,398	62,133	75.0%	248,531
REGIONAL LIBRARY	119,543	119,543	-	100.0%	119,543
EDUCATION	4,683,280	4,360,800	322,480	93.1%	4,683,280
TOTAL	5,525,759	5,089,751	1,750,986	92.1%	5,630,166
COURTHOUSE	77,060	86,279	(9,219)	112.0%	92,979
			-		
LONG TERM DEBT	1,505,580	826,335	679,245	54.9%	1,520,636
TRANSFER TO RESERVES	(1,528,574)	-	(1,528,574)	0.0%	(1,497,876)
TOTAL EXPENDITURES	25,172,399	22,377,285	10,001,679	88.9%	24,781,988
SURPLUS/(DEFICIT)	-	3,566,601	(9,230,191)		2,076,188

Budgeted TFR from Ops Res	1,515,721
(More) / Less Transfer	560,467

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Danny	Dill	2020-06-30	2020-07-14 COTW
Quentin	Davison	2020-07-06	2020-07-14 COTW
Alyson	Bremner	2020-07-07	2020-07-14 COTW
Cecil	Rolfe	2020-07-13	2020-07-14 COTW
Pat	Porter	2020-07-13	2020-07-14 COTW
Nikki-Marie	Lloyd	2020-08-02	2020-09-08 COTW
Heather	Boylan (Martock)	2020-09-01	2020-09-08 COTW
Greg	O'Leary	2020-09-03	2020-09-08 COTW
Dr. Abby	Kirumira	2020-09-02	2020-09-08 COTW
Dean	Manning	2020-09-08	2020-09-08 COTW
David & Michelle	Rideout	2020-09-08	2020-09-08 COTW
Colleen	Walsh-Bouman	2020-09-08	2020-09-08 COTW
Nicholas & Alyson	Juurlink/Bremner (Linked Farms)	2020-09-08	2020-09-22 Council
Tasha	Rogers	2020-09-08	2020-09-22 Council
Brad	Carrigan	2020-09-23	2020-10-13 COTW
Karen	Carrigan	2020-09-23	2020-10-13 COTW
Elaine	Morehouse	2020-09-24	2020-10-13 COTW
Gary	Morehouse	2020-09-24	2020-10-13 COTW
Dr. A	Kirumira	2020-09-24	2020-10-13 COTW
Blake	Sarsfield	undated	2020-10-13 COTW
Greg	Webster	2020-10-01	2020-10-13 COTW
Bobby	Kidston	2020-10-02	2020-10-13 COTW
NSTIR	(Province of NS)	2021-01-13	2021-01-26 Council
Darren	Porter	2021-03-19	2021-03-23 Council
Rylan	Carrigan	2021-03-29	2021-04-13 COTW
Robin	Bremner-Popma (Hants Co Fed of Agri)	2021-03-29	2021-04-13 COTW
Roslyn	MacDuff	2021-03-29	2021-04-13 COTW
Darlene	Taylor	2021-03-23	2021-04-13 COTW
Daniel	Oulton	2021-03-26	2021-04-13 COTW
Karen	Carrigan	2021-03-26	2021-04-13 COTW
Marie & Andrew	Connolly	2021-03-26	2021-04-13 COTW
Robin	Thomson (Atlantic Division Canoe Kayak Canada)	2021-03-30	2021-04-13 COTW
Barbara	Hughes	2021-03-29	2021-04-13 COTW
Laura	Fisher	2021-04-01	2021-04-13 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Nikki-Marie	Lloyd	2021-04-06	2021-04-13 COTW
Ken	Donnelly (Hwy 101 Twinning CLC)	2021-04-01	2021-04-13 COTW
Darren	Porter	2021-04-06	2021-04-13 COTW
Karen	Lynch	2021-04-09	2021-04-13 COTW
Carilee	Eddy	2021-04-15	2021-04-27 Council
Nikki-Marie	Lloyd	2021-04-19	2021-04-27 Council
Sheldon	Hope	2021-04-19	2021-04-27 Council
Adrienne	Wood	2021-04-22	2021-04-27 Council
Magda	Montgomery	2021-04-22	2021-04-27 Council
Sheldon	Hope	2021-04-26	2021-04-27 Council
Andrew	Smiley	2021-05-02	2021-05-11 COTW
Carrilee	Eddy	2021-05-03	2021-05-11 COTW
Denise	Forand	2021-04-27	2021-05-11 COTW
Erin	Naugler	2021-05-02	2021-05-11 COTW
Janet	Comeau	2021-05-02	2021-05-11 COTW
Kristyn	Anderson	2021-05-02	2021-05-11 COTW
Laura	Fisher	2021-04-01	2021-05-11 COTW
Nick	Rafuse	2021-05-03	2021-05-11 COTW
Nicole	McLeod	2021-05-02	2021-05-11 COTW
Robyn	Cook	2021-05-02	2021-05-11 COTW
Sheldon	Hope	2021-05-02	2021-05-11 COTW
Tammy	Hilden	2021-05-02	2021-05-11 COTW
Tracey	Sexton	2021-05-03	2021-05-11 COTW
Ginette	Pitcher	2021-05-03	2021-05-11 COTW
Greg	Miller	2021-05-05	2021-05-11 COTW
David & Michelle	Rideout	2021-05-05	2021-05-11 COTW
Sylvia & Vince	Burgess	2021-05-05	2021-05-11 COTW
Scott (Adrienne)	Miniau (Wood)	2021-05-03	2021-05-11 COTW
Barbara	Sullivan	2021-05-06	2021-05-11 COTW
Sandra & Skip	Hogan	2021-05-06	2021-05-11 COTW
Marie & Andrew	Connolly	2021-05-06	2021-05-11 COTW
Karen	Carrigan	2021-05-07	2021-05-11 COTW
Adrienne	Wood (Petition)	2021-05-07	2021-05-11 COTW
Lisa	Hines	2021-05-07	2021-05-11 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Cam	Hartley	2021-05-07	2021-05-11 COTW
Troy & Vicki	Harvie	2021-05-07	2021-05-11 COTW
Jenn	McDermott	2021-05-08	2021-05-11 COTW
Jennifer	Daniels	2021-05-09	2021-05-11 COTW
Krista & Colin	Duncan	2021-05-09	2021-05-11 COTW
Robin	Bremner-Popma	2021-05-07	2021-05-11 COTW
Roslyn (Darlene) [Barb]	MacDuff (Taylor) [Hughes]	2021-05-08	2021-05-11 COTW
Wayne & Dianne	Hines	2021-05-09	2021-05-11 COTW
Bob & Sandra	Langdon	2021-05-10	2021-05-11 COTW
Brad	Hood	2021-05-10	2021-05-11 COTW
Ed & Cathy	Kerr	2021-05-10	2021-05-11 COTW
Ann	MacArthur	2021-05-10	2021-05-11 COTW
Carole Anne	Casey	2021-05-10	2021-05-11 COTW
Sarah	MacDonald	2021-05-10	2021-05-11 COTW
Andre & Donna	Arsenault	2021-05-11	2021-05-11 COTW
Aaron	Leblanc	2021-05-12	2021-05-25 Council
Adrian	Rooney	2021-05-19	2021-05-25 Council
Adrienne	Wood	2021-05-12	2021-05-25 Council
Barb	Sullivan	2021-05-16	2021-05-25 Council
Barbara	Beck	2021-05-15	2021-05-25 Council
Bethany	Rozee	2021-05-12	2021-05-25 Council
Carl	Siler	2021-05-12	2021-05-25 Council
Carol	Bradley	2021-05-16	2021-05-25 Council
Carol	McKinley	2021-05-12	2021-05-25 Council
Chad	Pothier	2021-05-18	2021-05-25 Council
Chris	Cann	2021-05-21	2021-05-25 Council
Connie	Shay	2021-05-15	2021-05-25 Council
Conrad	Mullins	2021-05-18	2021-05-25 Council
Darlene	Taylor	2021-05-15	2021-05-25 Council
Darren	Porter	2021-05-12	2021-05-25 Council
Darren	Woods	2021-05-13	2021-05-25 Council
Dawson	Sheehy	2021-05-16	2021-05-25 Council
Deanna	Hamilton	2021-05-15	2021-05-25 Council
Debbie	Porter-Wood	2021-05-13	2021-05-25 Council
Debbie	Siler	2021-05-15	2021-05-25 Council
Denise	Forand	2021-05-13	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

Devan	Archibald	2021-05-18	2021-05-25 Council
Diane	Ogilvie	2021-05-13	2021-05-25 Council
Erin	Naugler	2021-05-13	2021-05-25 Council
Ernest	Eddy	2021-05-15	2021-05-25 Council
Gerry	Young	2021-05-15	2021-05-25 Council
Gina	Cochrane	2021-05-12	2021-05-25 Council
Harry	Ullock	2021-05-15	2021-05-25 Council
Hope	Moon	2021-05-12	2021-05-25 Council
Ian	Shaw	2021-05-16	2021-05-25 Council
J	Davis (and J Griffith)	2021-05-17	2021-05-25 Council
Jacqueline	Farvacque	2021-05-12	2021-05-25 Council
Jayne	Murray	2021-05-16	2021-05-25 Council
Jeff	Redden	2021-05-17	2021-05-25 Council
Jennifer	Shaw	2021-05-16	2021-05-25 Council
Jocelyne	Marchand	2021-05-12	2021-05-25 Council
John & Sarah	Monette	2021-05-19	2021-05-25 Council
Jordan	Macumber	2021-05-12	2021-05-25 Council
Josette	Dugue	2021-05-12	2021-05-25 Council
Judy	Lynch	2021-05-13	2021-05-25 Council
June	Pedersen-LaPierre	2021-05-15	2021-05-25 Council
Justin	Cochrane	2021-05-12	2021-05-25 Council
Karen	Lynch	2021-05-18	2021-05-25 Council
Kathryn	Bergeron	2021-05-16	2021-05-25 Council
Kathy	Veinot	2021-05-15	2021-05-25 Council
Kyle	Pellegrini	2021-05-12	2021-05-25 Council
Lachlan	Riehl	2021-05-12	2021-05-25 Council
Laura	Stewart	2021-05-19	2021-05-25 Council
Lee	Billington	2021-05-12	2021-05-25 Council
Lee	Millett	2021-05-12	2021-05-25 Council
Lexie	Barkhouse	2021-05-12	2021-05-25 Council
Linda	Card	2021-05-11	2021-05-25 Council
Monique	Wood	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-18	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-12	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-17	2021-05-25 Council
Olena	Kharytonova	2021-05-15	2021-05-25 Council
Pat	Porter	2021-05-12	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

Paula	Lake	2021-05-12	2021-05-25 Council
Robert	Bowkett	2021-05-18	2021-05-25 Council
Roslyn	MacDuff	2021-05-15	2021-05-25 Council
Ruth	Angevine	2021-05-13	2021-05-25 Council
Scotch Village	Farm	2021-05-19	2021-05-25 Council
Shirley	Pineo	2021-05-12	2021-05-25 Council
Stephen	Brooks	2021-05-12	2021-05-25 Council
Trudy	Sheehy	2021-05-17	2021-05-25 Council
Steven	Bouman	2021-05-17	2021-05-25 Council
Sue	Sheehy	2021-05-14	2021-05-25 Council
Susie	Smith	2021-05-12	2021-05-25 Council
Tasha	Rogers	2021-05-12	2021-05-25 Council
Tera	Brommit	2021-05-17	2021-05-25 Council
Toni-Lee	Burns	2021-05-12	2021-05-25 Council
Tony	Wood	2021-05-18	2021-05-25 Council
Tracey	Sexton	2021-05-16	2021-05-25 Council
Trevor	Levy	2021-05-12	2021-05-25 Council
Tricia	Brommit	2021-05-17	2021-05-25 Council
Vince & Sylvia	Burgess	2021-05-16	2021-05-25 Council
Loretta	MacEachern	2021-05-20	2021-05-25 Council
Tim & Jennifer	Bayers	2021-05-21	2021-05-25 Council
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darren	Porter (forwarded email from/to another source)	2021-05-27	2021-06-08 COTW
Dawn	Allen	2021-05-25	2021-06-08 COTW
John	Monette	2021-05-25	2021-06-08 COTW
Richard	Dunham	2021-05-25	2021-06-08 COTW
Carrilee	Eddy	2021-06-06	2021-06-22 Council
Darlene	Taylor	2021-06-09	2021-06-22 Council
Darren	Porter	2021-06-06	2021-06-22 Council
Lisa	Bland	2021-06-08	2021-06-22 Council
Krista & Scott	Lloy	2021-06-07	2021-06-22 Council
Nancy	Sheehy	2021-06-06	2021-06-22 Council

Shelleena Thornton

Subject: FW: Vision Pesikik

From: Carrilee E <carrileeb@hotmail.com>

Date: June 6, 2021 at 10:09:16 AM ADT

To: Abraham Zebian <AZebian@westhants.ca>, Rupert Jannasch <RJannasch@westhants.ca>, Scott McLean <smclean@westhants.ca>, Mark McLean <mmclean@westhants.ca>, Jeff Hartt <jhartt@westhants.ca>, Debbie Francis <DFrancis@westhants.ca>, Bob Morton <bmorton@westhants.ca>, Ed Sherman <esherman@westhants.ca>, Paul Morton <PMorton@westhants.ca>, Richard Murphy <rmurphy@westhants.ca>, Laurie Murley <LMurley@town.windsor.ns.ca>, Jim Ivey <jivey@westhants.ca>

Cc: Chuck Porter MLA <cportermila@eastlink.ca>, "kody.blois@parl.gc.ca" <kody.blois@parl.gc.ca>, "Mitchell, Colin (Blois, Kody - MP)" <colin.mitchell.207@parl.gc.ca>, Premier <PREMIER@novascotia.ca>, "justin.trudeau@parl.gc.ca" <justin.trudeau@parl.gc.ca>

Subject: Vision Pesikik

<https://www.facebook.com/visionpesikik/>

As a citizen living in WHRM, I support this initiative by Darren Porter as a workable compromise for the Avon River issue. It is a wonderful plan that takes into account fish passage, First Nations and other users.

Since the creation of the Danny Peach's FB group Windsor Causeway Fish Passage, many of us (2181 today) have discussed and looked for such an option. Prioritizing fish passage and FN rights here in WHRM is a beautiful action towards reconciliation and could fulfill a number of the 94 TRC Calls to Action.

I encourage Mayor Zebian and the other Councillors who are also members of Ted Arsenault's FB group Together We Can Save Our Lake Pisiquid (429 today) and Pisiquid Watershed Society (239 today) to share this Vision there. I cannot as I am not a member.

I further encourage you all to reach out to those at Treaty Truckhouse #2 to confirm your intent to work with FN. I hope to see many of you at Niki-Marie Lloyd's ceremony June 8th to honour victims of residential schools, survivors and those who lost their lives.

Let's change the conversations and keep them going.

Carrilee Eddy
Windsor, WHRM

Shelleena Thornton

Subject: FW: Lake Piziquid - Fresh Water Resource

From: darlene taylor < >

Date: June 9, 2021 at 10:36:53 AM ADT

To: pm@pm.gc.ca, Bernadette Jordan <min@dfo-mpo.gc.ca>, Kody Blois <kody.blois@parl.gc.ca>

Cc: Kody Blois <kody@kodyblois.ca>, Chuck Porter <chuck@chuckporter.ca>, Abraham Zebian <AZebian@westhants.ca>, Laurie Murley <LMurley@town.windsor.ns.ca>, Mark Phillips <MPhillips@westhants.ca>

Subject: Lake Piziquid - Fresh Water Resource

Prime Minister Trudeau

Minister Jordan

Kody Blois

One of the new Liberal government mandates is the **protection of inland freshwater resources**.

How will your government factor this mandate into the decision of opening up to free tidal flow and destroying a large freshwater resource for this area?

After days of heat wave warnings and record breaking June temperatures, the effects of Global Warming are becoming increasingly obvious and alarming. It's also very alarming, and quite unbelievable, to watch daily the environmental damage that's being caused by the deliberate salt water intrusion through the Avon River Aboiteau and what will soon be the ultimate destruction of our fresh water eco-system.

Your Liberal government, through Min. Jordan's MO's, will be solely responsible for this total loss of this important resource.

LAKE PIZIQUID....OUR FRESH WATER RESOURCE, NEEDS YOUR PROTECTION.

PLEASE **DO NOT RENEW MIN. JORDAN'S ORDER** THAT IS DUE TO EXPIRE ON JUNE 17, 2021.

Darlene Taylor

Windsor, NS

902-798-3878 (h)

902-880-3007 (c)

liberal.ca/our-platform/fresh-water

Sent from my iPad

Shelleena Thornton

Subject: FW: For the record

From: darren porter <>

Date: June 6, 2021 at 7:25:42 AM ADT

To: Mark Phillips <MPhillips@westhants.ca>, Abraham Zebian <AZebian@westhants.ca>, Paul Morton <PMorton@westhants.ca>

Cc: Jeff Hartt <jhartt@westhants.ca>, Jim Ivey <jivey@westhants.ca>, Scott McLean <smclean@westhants.ca>, Mark McLean <mmclean@westhants.ca>, Rupert Jannasch <RJannasch@westhants.ca>, Bob Morton <bmorton@westhants.ca>

Subject: For the record

We need to rethink the approach and rebuild all relations and it starts now, vote to make the “west hants waterfront” surplus as I’ve requested.

Currently no taxes are being collected, no revenue to west hants, it has huge potential to be a major draw with forward thinking, the site below is the beginning to opening many doors, all the mayor NGO,s are formally involved , the Assembly of chiefs have spoken, so many of your residence voices gave gone unheard, opportunity is knocking. Think what this could be, the draw of west hants celebrating the confluence Of it’s rivers, the report payed for but west hants, and received by staff just as this new council was voted in stated we needed to focus on this exact thing to market our municipality, please take the times to request the CAO send you that paper before you vote.

Thank you

<https://m.facebook.com/visionpesikitk/>

Sent from my iPhone

Shelleena Thornton

Subject: FW: Avon River

From: Krista Lloy <>

Date: June 7, 2021 at 8:07:49 PM ADT

To: Bernadette.Jordan@parl.gc.ca

Cc: Chuck Porter <chuck@chuckporter.ca>, Abraham Zebian <AZebian@westhants.ca>, Laurie Murley <LMurley@town.windsor.ns.ca>, kody.blois@parl.gc.ca

Subject: Avon River

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

To The Honourable Minister of Fisheries Bernadette Jordan,

I am writing to you as a concerned citizen who lives in the town of Windsor on Lakeview drive directly on what is now a very dry and dusty riverbed. I have lived in the community for most of my life and on Lakeview drive for 23 years. It is very disturbing to see the quality and beauty of our town and neighborhood deteriorate drastically because of the draining of the river and what it has done to the residents. It is no longer enjoyable or healthy to even go outside on a windy day, or to be able to sit out on my patio without breathing in dust. I am definitely not against trying to come to some sort of compromise as I feel the fish are important and the ecosystem that has developed over the past 50 years. There are many people and businesses including farmers that rely on that fresh water. It is important to take into account all concerns and I ask you to find a solution that will at least in part satisfy both sides of the issue.

Thank you for considering my request.

Krista and Scott Lloy

Windsor Nova Scotia

Sent from my iPhone

Shelleena Thornton

Subject: FW: Support for Vision Pesiktk

From: Lisa Bland <|>

Date: June 8, 2021 at 2:28:58 PM ADT

To: allcouncil@westhants.ca

Subject: Support for Vision Pesiktk

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Dear Mayor Zebian, and all Council members,
(Cc'd to MLA Chuck Porter, MP Kody Blois, MP Bernadette Jordan, and Ecology Action Center)

I write to you in advance of the evenings meeting. My hope is that you will consider the vision placed by Darren Porter when considering changes the budget and planning for the Windsor Township. Vision Pesiktk presents that is forward-thinking, considers the benefits to our ecological systems, preservation of fisheries, First Nations rights, advancing and growing businesses within the downtown core to name a few.

One of the main complaints that I've heard from those who want to "save the lake", is related to businesses along the waterfront. Right now, what business is there along the waterfront? None in existence face the waterfront. Darren's vision is similar to my own in that we reshape downtown to now include access to the river, shops along the Waterfront restaurants at cetera. Imagine boats touring to our area, water tours along the tidal bore. The sky is the limit!

Our town can has great potential to grow beyond what we are, and we can make this place as world-class as the Bay of Fundy that flows through the rivers that come here.

I love this West Hants, and we should have more tourism than we do. We are the gateway to the valley and we could make this place so much more than what it is right now, I ask you all to consider thinking beyond our own generation. All planning must think forward Seven Generations as our first Nations Elders asked us to, especially in this time of great climate imbalance. We must consider visions that will improve ecology, expand and preserve endangered fish, and grow the economy.

I also find the plans put forward by Vision Pesiktk offers compromise where possible so that traditional activities of the last 50 years on our waterfront can continue. I ask you all to open up your minds and consider that life is not limited to the people of this town but that are river the Avon is also a living being.

Thank you, Welalin,
Lisa Bland

Shelleena Thornton

Subject: FW: Darren's offer to develop the Windsor waterfront..

From: Nancy Sheehy < >

Sent: Sunday, June 6, 2021 5:52 PM

To: PublicOnlyCouncilEmail <allcouncil@westhants.ca>

Subject: Darren's offer to develop the Windsor waterfront..

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Hello again everyone. I am writing to all of you to request you give serious consideration to Darren Porters offer to develop the Windsor Waterfront. This is a wonderful plan that supports fish passage, First Nations and other users. The vision encompasses reconciliation with First Nation which is very important and would have a positive impact on our area.

If we all work together we can grow this vision into something that will support everyone. I believe this is an opportunity that we don't want to miss being a part of. This vision supports many involved and would be good for all of West Hants. Bringing everyone together for a prosperous future for our area.

Regards Nancy



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MUNICIPALITIES

FÉDÉRATION
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MUNICIPALITÉS



**FEDERATION OF
CANADIAN
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PRESIDENT

GARTH FRIZZELL
COUNCILLOR
CITY OF PRINCE GEORGE
(BC)

**CHIEF EXECUTIVE
OFFICER**

CAROLE SAAB
OTTAWA (ON)

MAILING ADDRESS

24 CLARENCE STREET,
OTTAWA, ONTARIO
K1N 5P3
T. 613-241-5221
F. 613-241-7440
fcm.ca

**ICLEI—LOCAL
GOVERNMENTS
FOR SUSTAINABILITY**

PRESIDENT

FRANK COWNIE
MAYOR
DES MOINES, USA

**EXECUTIVE DIRECTOR,
CANADA OFFICE**

MEGAN MEANEY
TORONTO (ON)

CANADA OFFICE

204-401 RICHMOND
STREET W.
TORONTO, ONTARIO M5V
3A8
T. 647-728-4308
icleicanada.org

2021-06-09

Region of Windsor and West Hants Municipality

PO Box 158

Windsor, Nova Scotia

B0N 2T0

Mr. Abraham Zebian and Members of Council:

On behalf of the FCM-ICLEI Partners for Climate Protection (PCP) program, I wish to congratulate the Region of Windsor and West Hants Municipality for achieving Milestone 1 and 2 for corporate and community greenhouse gas (GHG) emissions. Achievement of this milestone signals that your local government has developed an emissions inventory and set GHG reduction targets. The Region of Windsor and West Hants Municipality has shown bold leadership in addressing these important issues, and we are pleased to share your achievement on the PCP website at fcm.ca/pcp.

We look forward to working with you in the development of a local action plan, implementation of actions, as well as the monitoring of progress and reporting on results for both corporate and community GHG emissions, which form the remaining milestones in the PCP framework. Your efforts, along with those of a growing number of PCP participants, are making a significant contribution to reducing Canada's GHG emissions.

Cost-effective, community-based projects offer significant opportunities for taking action on climate change. In 2018, PCP member municipalities voluntarily reported over 160 projects to reduce GHG emissions, representing over 720,000 tonnes in annual GHG reductions. Along with reducing the impacts of climate change, municipalities saw other community benefits and savings, including \$2.88 million in annual cost savings generated by reducing emissions from streetlights, municipally-owned vehicles and buildings.

PCP members benefit from one-on-one support from the PCP Secretariat. Visit the program's online networking platform at pcphub.fcm.ca to connect with FCM and ICLEI staff and receive support to achieve your next milestone.

Should you have any questions about PCP, our program officer can be reached by telephone at (613) 907-6392 or by e-mail at pcp@fcm.ca.

Yours sincerely,



Garth Frizzell
Councillor, City of Prince George
President, Federation of Canadian
Municipalities



Frank Cownie
Mayor, Des Moines, USA
President, ICLEI—Local Governments for
Sustainability

cc. Sara Poirier, LPP, MCIP - Planner



June 4/21

KODY BLOIS, M.P.
KINGS-HANTS

May 10, 2021

Dear Business Owner:

As your Member of Parliament, I am writing to share the details of Budget 2021, our government's plan to get through the pandemic and grow our economy on the other side.

I want to start by acknowledging that the past 15 months have been challenging for Canadian businesses. Though Nova Scotia has fared well compared to other provinces in the fight against COVID-19, the unpredictable shut downs, changes in regulation, and isolation requirements make it difficult to run a business. Thank you for your patience and resiliency as we continue to navigate these unprecedented times.

Since COVID-19 arrived in Canada, the federal government has been working diligently to slow the spread and keep Canadians safe and supported. The creation of emergency support programs has helped to mitigate the impact to individuals and businesses alike. The Canada Emergency Wage Subsidy was introduced as a key mechanism to help support businesses impacted by the pandemic to keep employees on the payroll. Since October 2020, over \$1.2 billion in subsidies were paid out in Nova Scotia, protecting over 98,000 jobs. We are making progress on our goal to have every Canadian that wants it vaccinated by September, but we are not out of the woods yet when it comes to the pandemic.

More than 300,000 people are still unemployed across the country. That is why Budget 2021 extends the federal government's income support programs to September 25, 2021. The new Canada Recovery Hiring program will be introduced in June to help eligible employers that continue to experience qualifying declines in revenues offset costs. Our goal is to make it as easy as possible for businesses to hire new workers as the economy reopens.

Budget 2021 lays out a plan where our spending is sustainable over time. Over the next five years, our debt-to-GDP ratio is set to decline as our economy grows on the other side of the pandemic.

On April 30, I held a virtual Q&A with representatives from the Chambers of Commerce from Annapolis Valley, Avon and East Hants, as well as the New Minas and Windsor Township Business Associations. They identified challenges their members are facing when it comes to staffing and growing their workforce.

This pandemic has showed us that things that used to be viewed as good social policy, like affordable housing and childcare, are crucial economic policies as well.

Budget 2021 aims to help more people, especially women, get back to work by improving access to affordable childcare. Our goal is to reduce fees by 50% by the end of 2022 and have \$10 per day childcare by 2026. Access to safe, affordable housing is an issue top of mind for Nova Scotians, and I was pleased to see Budget 2021 invests \$7 billion over six years to top up the Rapid Housing Program and improve the Canadian Housing Benefit.

In this package, you will find an outline of just some of the investments in Budget 2021 that directly or indirectly impact business owners here in Kings-Hants. The entire budget can found online at www.budget.gc.ca.

Should you have any questions, concerns, or would like to share your feedback, please reach out to my office. Beyond the budget, we stand ready to assist you, so please do not hesitate to call.

Yours truly,

A handwritten signature in black ink, reading "Kody Blois". The signature is fluid and cursive, with the first name "Kody" and last name "Blois" clearly distinguishable.

Kody Blois, M.P. for Kings-Hants

Extending COVID-19 Support Programs

- Protecting jobs by extending the Canada Emergency Wage Subsidy, the Canada Emergency Rent Subsidy and Lockdown Support until September 25th, 2021
- Helping hard-hit businesses offset costs and hire more workers by introducing the Canada Recovery Hiring Program on June 4
- Expanding the Canada Workers Benefit to support an additional 1 million Canadians in low-wage jobs by increasing the income level at which the benefit starts being reduced so more people are eligible
- Extending the application deadline to June 30th, 2021 for the Canada Emergency Business Account (CEBA), the Regional Relief Recovery Fund and the Indigenous Business Initiative

Jobs and Economic Recovery

- Providing funding to the Mitacs program to create work-integrated learning placements for our young people that provide on-the-job learning and provide businesses with support to develop talent and grow
- Improving the Canada Small Business Financing Program to increase annual financing by \$560 million, supporting approximately 2,900 additional small businesses
- Investing \$2.6 billion over four years to the Business Development Bank of Canada to help small- and medium-sized businesses finance technology adoption
- Providing up to \$6.1 million over two years to renew the External Advisory Committee on Regulatory Competitiveness and to continue targeted regulatory reviews
- Allocating \$21 million to work with provincial/territorial partners and other willing partners to identify trade barriers within Canada and accelerate solutions

Investing in Small Business

- Launching the Canada Digital Adoption Program to help small to mid-sized companies adopt technologies and get their business online, while creating thousands of new jobs for young Canadians
- Reducing credit card transaction fees for merchants to keep more money in business owners' pockets
- Investing in a \$1 billion tourism package that includes support for major festivals, community events, marketing and a \$500 million Tourism Relief Fund for tourism businesses
- Supporting Canada's domestic wine industry and the jobs it supports with funding to implement a program that will support wineries in adapting to ongoing and emerging challenges
- Creating the Sectoral Workforce Solutions Program to provide funding to help deliver training relevant to the needs of small and medium sized businesses

Building Back Better

- Helping parents, especially mothers, back to work by making a significant investment to reduce fees and increase childcare spaces. Our goal is a 50% reduction in average preschool care fees by the end of 2022 and \$10 per day childcare by 2026
- Strengthening the Women Entrepreneurship Strategy so more women entrepreneurs can access financing, training and mentorship

- Creating the Apprenticeship Service to help connect apprentices in construction and manufacturing Red Seal trades with employers by helping employers cover training and salary costs. The incentive is doubled for those who hire from underrepresented groups
- Directly supporting access to capital and opportunities for Indigenous-led businesses through the Aboriginal Entrepreneurship Program
- Investing in Canada's bio-manufacturing and life sciences sector to rebuild domestic vaccine manufacturing capacity
- Improving long-term care and mental health services
- Investing in COVID-19 testing infrastructure and sanitization equipment to keep our airports and those who work in them safe

Climate Action

- Helping homeowners lower energy bills with interest-free loans of up to \$40,000 for retrofits
- Helping farms reduce GHG emissions through the Agricultural Clean Technology program and the Agricultural Climate Solutions program

Infrastructure

- Investing more than \$1 billion for the Universal Broadband Fund to connect more Canadians to internet, on top of the \$1.75 billion previously committed
- Supporting the non-profit and community groups that maintain and revitalize our gathering spaces through the Canada Community Revitalization Fund
- Enhancing the Rapid Housing Initiative, the Canada Housing Benefit and the National Housing Co-Investment Fund so more Canadians have an affordable place to call home
- New, permanent funding to improve rural transit and create more affordable commuting options in our communities



**Agriculture
Minister**

PO Box 2223, Halifax, Nova Scotia, Canada B3J 3C4 • Telephone 902 424-4388 Fax 902 424-0699 • novascotia.ca

May 28, 2021

Mr. Kevin Bekkers, Director, Resource Sustainability
Department of Agriculture
60 A Research Drive
Truro, Nova Scotia
B6L 2R2

Dear Mr. Bekkers:

This Directive is to inform you no changes are permitted to the operation of the Avon River Aboiteau without a direct written Ministerial Order of Operation from DFO (Fisheries and Oceans Canada).

A verbal request from DFO will no longer be accepted.

I realize this will cause some difficulties in operating the Aboiteau, but it is imperative we follow the strict guidelines set out by DFO considering this very sensitive issue for both the community and the Mi'kmaq.

Yours sincerely,


Honourable Keith Colwell, E.C.N.S.
Minister

- c. Honourable Bernadette Jordan, Minister, Fisheries, Oceans and the Canadian Coast Guard
Honourable Chuck Porter, MLA
Abraham Zebian, Mayor, Windsor-West Hants Regional Municipality
Tim Marsh, Nova Scotia Federation of Agriculture
Robin Bremner-Popma, Hants County Federation of Agriculture
Chief Gerald B. Toney, Annapolis Valley First Nation



**Environment and Climate Change
Office of the Minister**

PO Box 442, Halifax, Nova Scotia, Canada B3J 2P8 • Telephone 902-424-3736 • novascotia.ca

10700-40-57583

June 8, 2021

Dear Municipality:

I am pleased to announce that Environment and Climate Change has launched a 60-day public engagement on creating goals under the Sustainable Development Goals Act and a new Climate Change Plan for Clean Growth. The engagement runs from May 27 to July 26, 2021.

I would like to encourage you to consider sharing with your residents. We want to hear from as many Nova Scotians as possible. We're extremely interested in hearing their ideas, their visions, and are committed to having those voices help form the direction for government. Our team is making a concerted effort to reach out to as many people as possible through a variety of avenues. In particular, it's important to hear from communities that haven't always been included in past policy discussions, such as Black, Indigenous, and low-income communities.

We have partnered with the Clean Foundation to help coordinate the engagement process. There are a number of ways to engage, including public Zoom sessions, a do-it-yourself kit for groups and communities to facilitate their own discussions, as well as email, mail, and phone submissions. More details are available at www.CleanFuture.ca.

I would also like to encourage you to reach out to our team here at Environment and Climate Change. To that end, please feel free to contact Jason Hollett, our Associate Deputy Minister of Climate Change. He can be reached at jason.hollett@novascotia.ca.

Preparing our municipalities for the impacts of climate change while creating a cleaner and more inclusive economy is essential. We need all communities to be involved. I look forward to learning more about your ideas on how we can build a better Nova Scotia together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Irving'.

Keith Irving, MLA
Minister of Environment and Climate Change

June 15, 2021

Dear elected official,

I want to provide an update on our commitment to work with our customers who may still be struggling with the impacts of the pandemic, and also advise that the disconnection process will align with phase 2 of the province's reopening plan beginning June 16th.

Over the past year, we have continued to actively encourage any customer who is struggling to pay their bill to call us so we can work with them to find a solution. This commitment has not changed. Disconnecting customers for non-payment is always a last resort after multiple attempts are made to reach a customer to come up with a payment arrangement or after multiple payment arrangements have been broken.

The disconnection process will begin with an initial focus on customers with significant overdue accounts. Although the disconnection process is a necessary step to help ensure customers don't go deeper in debt, our goal remains to work with them on a solution. In keeping with our standard process, the communication includes Disconnect Notices followed by Door-Knob Notices and/or verbal notices to ensure customers have several weeks of notice ahead of any disconnection.

I want to assure you that all collections communication remains the same: we are here to work with them, and disconnection will be our last resort only when all other contact attempts have failed. One of the ways we try to support customers is by raising awareness about the relief programs available to Nova Scotians. The HEAT fund and the new Nova Scotia COVID Relief fund are featured on our website and in our collections outreach. These programs are also included on a customer support card that has been supplied to our field staff who deliver disconnection notices and perform disconnections.

As always, we are here to work with your organization and our customers through these difficult times. Carman Driscoll, our Low Income Advocate is available at any time to discuss individual customer circumstances and help find solutions. Please do not hesitate to contact Carman directly with any questions at (902) 428-6842 or carman.driscoll@nspower.ca.

Sincerely,

Mel Osmond
Manager, Credit & Payment Services



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☐	Decision Request ☒	Councillor Activity ☐
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To: WHRM Council

Submitted by: _____
Abraham Zebian, Mayor

Date: June 22, 2021 Council Meeting

Subject: Request to Meet with Avon River Causeway Stakeholders

LEGISLATIVE AUTHORITY

RECOMMENDATIONS

...that Council supports and approves sending a revised letter to the Honourable Bernadette Jordan, Minister of Fisheries, Oceans and the Canadian Coast Guard requesting an urgent in-person meeting with her and WHRM Council as soon as possible to discuss the Avon River Causeway – Aboiteau Gate System and Ministerial Order.

And further,

...that Council supports and approves sending a letter to Kwilmu'kw Maw-klusuaqn (KMK) Committee requesting an immediate in-person meeting with the committee and WHRM Council as soon as possible to discuss the Avon River Causeway – Aboiteau Gate System and Ministerial Order.

And further,

... that Council supports and approves sending a letter to Glooscap First Nation requesting an immediate joint council meeting to discuss the Avon River Causeway – Aboiteau Gate System and Ministerial Order.

BACKGROUND

Property ☐	Public Opinion ☒	Environment ☒	Social ☒	Economic ☐	Councillor Activity ☐
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The Highway 101 Twinning Project between Exits 5 & 7 was approved and supported by both the Provincial and Federal levels of Government to address safety concerns along that stretch of the highway.

DISCUSSION

The Twinning Project has been underway over the past few years and ongoing discussions continue regarding the future revised gate system, its design and future operation. Starting in March of 2021, Orders from DFO Minister Bernadette Jordan impacting the existing gate system have significantly changed the water levels and aquatic environment of Lake Pisiquid. Council has received an overwhelming level of correspondence from residents and other parties that state their position on the impact as it relates to freshwater and saltwater.

These concerns have been heavily raised and debated among stakeholders and residents in our region and unfortunately created community divide. The level of division has been extremely disturbing and unfortunate.

The KMK Committee works on behalf of the Mi'kmaq of Nova Scotia in discussions with the Province of Nova Scotia and the Government of Canada on how the Mi'kmaq of Nova Scotia will implement their Treaty Rights, as provided by their ancestors in the covenant chain of Treaties signed in the 1700's. A letter going to them and the Glooscap First Nation with respect to this matter would be appropriate in order to best understand their consultation process and to discuss what priorities they hold and what options they may consider moving forward.

Further, the letters specifically between WHRM and Minister Jordan's Office have not been as effective as hoped for so I feel that WHRM Council should send another letter, much more direct and firm, requesting an in-person meeting be held with Minister Jordan.

NEXT STEPS

- Send the letter to Minister Jordan should council support the recommendation.
- Determine next steps should council not support the recommendation.

FINANCIAL IMPLICATIONS – None.

ALTERNATIVES

Council may choose to not support the recommendation.

ATTACHMENTS

- A. May 20, 2021 letter from Minister Jordan (response to WHRM letter of May 12, 2021)
- B. May 14, 2021 letter from Minister Jordan (response to WHRM letter of May 5, 2021)
- C. May 12, 2021 letter from WHRM to Minister Jordan
- D. May 5, 2021 letter from WHRM to Minister Jordan

CHIEF ADMINISTRATIVE OFFICER REVIEW

Improving the awareness of the consultation and decision-making process of the federal and indigenous stakeholders referenced in the report would be beneficial to Council and the public. It is important for the Municipality to have dialogue with these representatives so that communications to the general public might improve through Council, as Council has received considerable communications regarding this matter.

I support the recommendation.

Report Prepared by:

Abraham Zebian, Mayor

Report Approved by:



Mark Phillips, CAO



MAY 20 2021

His Worship Abraham Zebian
Mayor of West Hants Regional Municipality
76 Morison Drive
PO Box 3000
Windsor NS B0N 2T0

Dear Mayor Zebian:

Thank you for your correspondence of May 12, 2021, and for sharing with me the Motion that was approved by the West Hants Regional Municipality Council on May 11, 2021, regarding the Avon River Causeway Aboiteau Gate System. You also request that the Ministerial Order not be renewed.

Fisheries and Oceans Canada (DFO) continues to receive both letters of concern regarding potential impacts on businesses and organizations in your area and letters of support for the current operation of the aboiteau as outlined in the Ministerial Order first issued on March 19, 2021.

As Minister, I am required to consider all the factors in subsection 34.1(1) of the *Fisheries Act*, including factors such as Indigenous knowledge of the Indigenous peoples of Canada and whether there are measures and standards to avoid, mitigate, or offset the death of fish. In addition, under section 2.4 of the Act, I must consider any adverse effects that a decision may have on the rights of the Indigenous peoples of Canada recognized and affirmed by Section 35 of the *Constitution Act*.

DFO continues to work with the Province of Nova Scotia, as the owner and operator of the aboiteau, to support the Province in finding solutions to address some of the concerns raised by stakeholders in your municipality. DFO also continues to work with the Province to ensure that the new proposed structure meets the requirements of the *Fisheries Act* and the *Species at Risk Act*.

.../2

I understand that Mr. Doug Wentzell, the Regional Director General for DFO Maritimes Region, has arranged to meet with you on May 25 to discuss the motions brought forward by the West Hants Regional Municipality Council.

Thank you again for writing and sharing your concerns with me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Bernadette Jordan', with a long horizontal line extending to the right.

The Honourable Bernadette Jordan, P.C., M.P.
Minister of Fisheries, Oceans and the Canadian Coast Guard

c.c.: Mr. Kody Blois, M.P.

Kings-Hants

The Honourable Keith Colwell, M.L.A.

Nova Scotia's Minister of Agriculture and Minister of Fisheries and Aquaculture

The Honourable Chuck Porter, M.L.A.

Hants West



May 14, 2021

His Worship Abraham Zebian
Mayor of West Hants Regional Municipality
76 Morison Drive
PO Box 3000
Windsor NS B0N 2T0

Dear Mayor Zebian:

Thank you for your correspondence of May 5, 2021, regarding the Avon River causeway aboiteau gate system.

Fisheries and Oceans Canada (DFO) takes the conservation of fish and their natural environment seriously. The Department has been, and remains, involved in efforts to improve fish passage at the existing causeway located at the mouth of the Avon River.

I have received letters of concern regarding potential impacts from businesses and organizations in your area over the past several months. DFO continues to work with the Nova Scotia Department of Agriculture (NSDA) to evaluate the tidal gate operations with respect to issues concerning fish passage and the safety of public and private property.

In order to further explain the role of DFO in regulating this facility and to understand the concerns of West Hants Regional Municipality, I have asked the Regional Director General, Mr. Doug Wentzell, to meet with you. His office will be in contact with yours to set up this meeting in the near future.

DFO is awaiting additional information from NSDA related to flood control measures, which may necessitate changes to the Ministerial Order to ensure protection of property in the area. Therefore, you may also wish to contact NSDA to discuss including your concerns in the information they are preparing, and to discuss how the current operations of the aboiteau may be affecting other stakeholders, as well as possible mitigation measures.

Thank you for taking the time to share your concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'Bernadette Jordan', with a long horizontal line extending to the right.

The Honourable Bernadette Jordan, P.C., M.P.
Minister of Fisheries, Oceans and the Canadian Coast Guard

c.c.: Distribution List

Distribution List:

Mr. Kody Blois, M.P.

Kings-Hants

The Honourable Keith Colwell, M.L.A.

Nova Scotia's Minister of Agriculture and Minister of Fisheries and Aquaculture

The Honourable Chuck Porter, M.L.A.

Hants West

West Hants Regional Municipality

Mayor

Abraham Zebian

76 Morison Drive

Windsor, NS

B0N2T0

902-798-8391 p
azebian@westhants.ca

May 12, 2021

Fisheries and Oceans Canada

c/o The Honourable Bernadette Jordan

Sent by e-mail: Bernadette.Jordan@parl.gc.ca

RE: West Hants Regional Municipality – Ministerial Order,
Windsor, NS Avon River Causeway Aboiteau Gate System
“Request Not to Renew Order”

Dear Minister Jordan,

Please accept the following letter in relation to your Order originating on March 18, 2021 and renewed bi-weekly impacting the Causeway Aboiteau Gate System of the Avon River System in Windsor, NS. Please note this is the second letter sent to your office in relation to this matter in the last two weeks. Correspondence was sent to you on May 12, 2021, requesting direct communications with you on this matter.

Representing the West Hants Regional Municipality, I share with you the following motion that was approved at the May 11, 2021 Special Council meeting.

MOVED BY P. MORTON/MURLEY THAT COUNCIL SEND A LETTER TO THE MINISTER OF FISHERIES, OCEANS AND THE CANADIAN COAST GUARD, THE HONOURABLE BERNADETTE JORDAN, SPEAKING ON BEHALF OF THE IMPACTED RESIDENTS OF THE WEST HANTS REGIONAL MUNICIPALITY, REQUESTING THAT THE MINISTERIAL ORDER ISSUED THIS SPRING SET TO EXPIRE ON MAY 18, 2021 NOT BE RENEWED.

FURTHER

NOTING THAT THE DISCONTINUATION OF THE MINISTERIAL ORDER WILL PERMIT THE OPERATION OF THE AVON RIVER CAUSEWAY GATES

IN WINDSOR TO RESUME IN THE SAME MANNER IT HAS SINCE ITS CONSTRUCTION IN 1970, AIMED TO PROTECT THE COMMUNITY OF WINDSOR AND OTHER AREAS OF THE WEST HANTS REGIONAL MUNICIPALITY FROM THE NEGATIVE IMPACTS OF THE LOSS OF A RELIABLE BACK UP WATER SUPPLY FOR FIRE FIGHTING PURPOSES, SOCIAL/ECONOMIC IMPACTS, ENVIRONMENTAL/HEALTH IMPACTS, POTENTIAL LOSS OF BUSINESS, AND THE POTENTIAL LOSS OF TAX REVENUE FROM DECREASED ASSESSMENTS UNTIL SUCH TIME AS AN ACCEPTABLE SOLUTION IS IDENTIFIED BY DFO.

FURTHER

THIS REQUEST IS IN KEEPING WITH THE AUTHORITY THE MINISTER MAY EXERCISE AS STATED IN THE FEDERAL FISHERIES ACT, SPECIFICALLY REFERENCED IN SECTION 2.5 ARTICLES (E) AND (G) AND SECTION 34.1(1) ARTICLE (H);

2.5 EXCEPT AS OTHERWISE PROVIDED IN THIS ACT, WHEN MAKING A DECISION UNDER THIS ACT, THE MINISTER MAY CONSIDER, AMONG OTHER THINGS,

(E) COMMUNITY KNOWLEDGE;

(G) SOCIAL, ECONOMIC AND CULTURAL FACTORS IN THE MANAGEMENT OF FISHERIES;

34.1 (1) BEFORE RECOMMENDING TO THE GOVERNOR IN COUNCIL THAT A REGULATION BE MADE IN RESPECT OF SECTION 34.4, 35 OR 35.1 OR UNDER SUBSECTION 35.2(10), 36(5) OR (5.1), PARAGRAPH 43(1)(B.2) OR SUBSECTION 43(5) OR BEFORE EXERCISING ANY POWER UNDER SUBSECTION 34.3(2), (3) OR (7), PARAGRAPH 34.4(2)(B) OR (C), SUBSECTION 34.4(4), PARAGRAPH 35(2)(B) OR (C) OR SUBSECTION 35(4), 35.1(3), 35.2(7) OR 36(5.2), OR UNDER SUBSECTION 37(2) WITH REGARD TO AN OFFENCE UNDER SUBSECTION 40(1), THE MINISTER, PRESCRIBED PERSON OR PRESCRIBED ENTITY, AS THE CASE MAY BE, SHALL CONSIDER THE FOLLOWING FACTORS:

(H) ANY OTHER FACTOR THAT THE MINISTER CONSIDERS RELEVANT. MOTION CARRIED

Dialogue with you directly remains a top priority for the Municipality and Council so that we can discuss the Order as well as the impacts on our community.

An immediate response from you is requested.

Yours truly,



Abraham Zebian
Mayor of West Hants Regional Municipality

cc.

Prime Minister of Canada, The Right Honorable Justin Trudeau
Member of Parliament for Kings–Hants, Kody Blois
Nova Scotia Minister of Agriculture and Minister of Fisheries
and Aquaculture, The Honourable Keith Colwell
MLA Hants West, The Honourable Chuck Porter
West Hants Regional Council
Chief Administrative Officer, Mark Phillips

West Hants Regional Municipality

Mayor

Abraham Zebian

76 Morison Drive

Windsor, NS

B0N2T0

902-798-8391 p
azebian@westhants.ca

5/4/2021

Fisheries and Oceans Canada

c/o The Honourable Bernadette Jordan

Sent by e-mail: Bernadette.Jordan@parl.gc.ca

RE: West Hants Regional Municipality – Ministerial Order,
Windsor, NS Avon River Causeway Aboiteau Gate System

Dear Minister Jordan

Please accept the following letter in relation to your Order originating on March 18, 2021 and renewed bi-weekly impacting the Causeway Aboiteau Gate System of the Avon River System in Windsor, NS.

Representing the West Hants Regional Municipality, I share with you the following motion that was approved at the March 23, 2021 Council meeting.

“That Council request, in writing, an information session with the Department of Fisheries and Oceans (DFO), about its anticipated plans to regulate the flow of the Avon River. As a community we are concerned because if the regulations to be implemented by DFO result in the incursion of saltwater into the river system cause flooding of lands currently protected by the aboiteau, then we would like to begin a dialogue to better understand if and where we would be best directed for further discussion on mitigation for any affected areas or parties within our Region that would be negatively impacted by such a change in protocols”.

It is the will of our Council to initiate dialogue with you and members of your department immediately to relay the

significant impacts the Order and changes to the operations of the aboiteau gate system is having on our community. Specifically, impacts are being felt most notably by our agricultural community, Ski Martock, the business community of Windsor, the Pisiquid Canoe Club, recreational activities, residents in the Windsor and Falmouth areas living by the lake, and river system and the passing public who are witnessing a significant change in the landscape with an empty Lake Pisiquid and Avon River south of the causeway.

As a municipality, the order and jurisdictional authority held by Fisheries and Oceans Canada is very clear. However, as municipal representatives, we represent our residents and businesses in the most direct manner. We live in our communities and interact with them every day. Your Order and resulting change in the operation of the gate system is creating a level of mobilization and protest not comparable to any recent issue in our community. We are being asked questions that we cannot answer about the impacts and potential remedial action to address these changes.

We request your in-person attention to this matter immediately. We have capacity to accommodate a virtual in-person meeting if this is the manner you wish to meet.

We look forward to what we hope is an immediate response to our request to meet.

Yours truly,



Abraham Zebian
Mayor of West Hants Regional Municipality

cc.

Member of Parliament for Kings–Hants, Kody Blois
Nova Scotia Minister of Agriculture and Minister of Fisheries
and Aquaculture, The Honourable Keith Colwell
MLA Hants West, The Honourable Chuck Porter
West Hants Regional Council
Chief Administrative Officer, Mark Phillips

Whereas the Municipality has written to Minister Jordan to highlight its concerns around the continuation of the Ministerial Order and its effects on our Region;

And whereas residents in Windsor and Falmouth have reported dust storms which make it impossible to enjoy their property, and in some cases is allegedly presenting health and safety concerns;

And whereas there has been a documented fish kill and loss of fresh water species and a lack of consultation of community stakeholders on what to expect moving forward;

And whereas the current advocacy of the Municipality, MLA, MP, and broader community has done little to address the issues being raised and a clear path of communication of what to anticipate;

Council moves that the Municipality write the Minister of Municipal Affairs and the Premier of Nova Scotia asking for their assistance to engage at an intergovernmental affairs level to seek redress for the issues being raised locally, on the basis of seeking to find a solution both in the long term and short term which protects fish species but maintains a reasonableness in discretion towards the adverse impacts being created by the continued use of the Ministerial Order.