

WEST HANTS REGIONAL MUNICIPALITY
Council Meeting Agenda **AMENDED November 26, 2021**
November 23, 2021 - 6:00 p.m.
Virtual via Zoom
(also FB Livestream)

Agenda is subject to change due to additions that may not be able to be reflected until after the meeting.



1. Call to Order
2. Attendance
3. Announcements
4. Approval of the Agenda, including additions or deletions
 - a) Dashboard Action Items – Information Log
 - b) Dashboard Action Items – Dangerous/Unsightly

Additions: Item 14 New Business c) Two Front Wheel Loader Update
Deletions: 14 New Business c) Panuke Road Booster Package – Recommendation Report
14 New Business d) Wastewater Discharge and Transitional Authorizations –
Informational Report – Councillor Ivey
5. Declaration(s) of Conflict of Interest
6. Approval of Previous Meeting Minutes
 - a) 2021-10-26 Council Meeting Minutes
 - b) 2021-10-26 Highway 14, Vaughan, PID 45288750 Land Use By-Law (LUB) Map Amendment
 - c) 2021-10-26 Payzant Drive Land Use By-Law Text Amendment, PID 45358314, 45366986, 45055167, 45276441, 45190493 and 45364775
 - d) 2021-10-26 Windsor Land Use By-Law Amendment: Farm Markets.
7. Public Hearings
 - a) 2021-11-23 – Civic Addressing By-Law Amendment
8. Second Readings (related to Item #7 public hearings)
 - a) 2021-11-23 Civic Addressing By-Law Amendment
9. Unfinished Business/Postponed Motions
 - a) Bulk Water Rate Study – Decision Request – Councillor M. McLean
10. Mayor's Report
11. Committee(s) of Council Excerpts/Recommendations (November 9, 2021)

- a) Committee of the Whole Excerpts
 - i. Accessibility Plan Consultant Services RFP Award
 - ii. Avon Street Design Recommendation Report
 - iii. College Road Design Recommendation
 - iv. Commercial Development District Improvement By-law
 - v. Designated Bicycling Route – Bog Road
 - vi. Investment and Development Ready Planning Process
 - vii. Windsor Flood Risk Assessment Study Recommendation

- b) Planning and Heritage Advisory Committee Recommendations (November 8, 2021)
 - i. College Road WMPS and WLUB Map Amendment, PID 45336203 – First Reading
 - ii. Fairfield Court, Windsor; PID 45383742; Development Agreement – First Reading
 - iii. O’Brien Street Development Agreement and Discharge – First Reading

- 12. Councillor Municipal Business/Activity Reports

- 13. Correspondence
 - a) Information
 - i. Avon Causeway Activity Log
 - 1. Current Correspondence as of November 15, 2021
 - 2. 2021-11-17 NSLC For the Good of Our Community Fund - Accepting Applications
 - 3. 2021-11-16 Letter re: Fort Edward

 - b) Requests (for discussion) – None

 - c) Outgoing
 - i. 2021-11-08 Letter to Hon. Kim Masland re: Removal of old bridge footings and remnants.
 - ii. 2021-11-16 Letter to Hon. Greg Morrow re: Determining the volume of additional tidal waters that can safely be added without affecting freshwater users further up the river while giving the appearance of a tidal lakebed and putting an end to the dust storms experienced recently.

- 14. New Business
 - a) Engineering and Design Services – Standing offer – Recommendation Report – Dir. Richard
 - b) MCCAP Recommendation - GHG Reductions Coordinator – Planner Dunphy
 - c) **Two Front Wheel Loader Update – Councillor S. McLean**

- 15. In-Camera
 - a) Land Matter MGA 22(2)(a)

- 16. Next Meeting Date / Adjournment

M - Motion
D - Direction/Discussion

**West Hants Regional Municipality
Dashboard (Action List)**

July 23, 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>
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
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, On-going		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)		Comm Dev
Management Tender Award - Defer award until staff obtain additional operational costing information of the other municipal buildings	Council	M	2020-10-27	2021-02		CAO
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	2022-01		Planning/ CAO
Cheverie Land Exchange - Agree	Council	M	2021-03-23	2021-12		CAO
WHRM Land Dispute Policy - CAO Office to establish a practice to keep council informed	Council	M	2021-04-27	2021-06		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 needed.	COTW	D	2021-05-11	2021-12, in progress		CAO
Dog Park - Staff review historical information related to dog park feasibility	COTW	D	2021-06-08	2022-01		Comm. Dev

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Glooscap First Nation & WHRM Council Meeting - Send formal invite for a meeting to discuss many topics including reconciliation	Council	M	2021-06-22			Mayor
Request to Meet with Avon Causeway Gate Stakeholders - Send letter to Kwilmu'kw Maw-Klusuaqn (KMK) requesting immediate in-person meeting to discuss Avon River Causeway/Aboiteau Gate System and Ministerial Order	Council	M	2021-06-22	2021-08		CAO/Mayor
Request to Meet with Avon Causeway Gate Stakeholders - Send letter to Glooscap First Nation requesting immediate joint council mtg. to discuss Avon River Causeway/Aboiteau Gate System and Ministerial Order	Council	M	2021-06-22			Mayor/CAO
Opening of Edward and Underwood - staff return with a report detailing the broader road network overview, along with time frames for when the new road structure will be open and to include pedestrian concerns, infrastructure upgrades.	Council	M	2021-09-28	2021-12		PW
Review former By-Laws RV-001 - Review former By-Laws and create a new all encompassing By-Law with public input.	Council	M	2021-09-28	2022-01		CAO
Outdoor Fires By-Law - Staff review existing Fire-related by-laws and have an all encompassing Regional By-Law	Council	M	2021-09-28	2022-01		CAO
Traffic Calming - Staff develop a WHRM Traffic Calming Policy and Program that includes public participation to address traffic concerns relating to speed and noise complaints on residential streets.	Council	M	2021-09-28	2021-12		PW

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Capped Assessment - Staff provide a new aggregated report that will coincide with PVSC's presentation in January.	Council	M	2021-09-28	2022-01		Finance
Lake-like appearance - Direct staff to write Dept. Agriculture or its staff to determine how the volume of tidal water that can be safely added without affecting resident users up river to give the appearance of a lake and hopefully bring an end to the dust storms.	Council	M	2021-09-28	2021-11		CAO
Lake-like appearance - Direct staff to write MLA, Minister of Public Works to facilitate the removal of the bridge footings and remnants	Council	D	2021-09-28	2021-11		CAO
July 27 - Report to append the July 17 Agenda package - amend the July 27 agenda to include the report.	Council	M	2021-10-26	2021-11-09		CAO
Payzant Drive/Wentworth Road Round about Design - Award tender WWHPW-21-13 to Design Point	Council	M	2021-10-26	2022		PW
Windsor Water Storage - Award tender WWHPW-21-13 for engineering and design work to CBCL.	Council	M	2021-10-26	2022		PW
WWTP Mill Lakes Upgrades - Award tender WWHPW 21-11 to CBCL Limited for Mill Lakes Water Shed, pending NS Utility and Review Board.	Council	M	2021-10-26	2022		PW
Cunnabel Creek - staff to purchase a 10" CD250M diesel operated pump from Battlefield equipment rentals complete with trailer and hoses for \$13,355 plus hst & 10% contingency. Also to proceed with the rental pump (\$4,867/month to be funded equally through the utilities)	Council	M	2021-10-26	2022		PW
Cunnabel Creek - Direct staff to call for an RFP to engage a professional consulting firm to provide a master storm water plan and preliminary design for the Windsor area.	Council	M	2021-10-26	2022		PW

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Accessibility Plan Consultant Services - award the request for proposal #WHRMAD20-08 Consultant Services Accessibility plan to CBCL.	COTW	M	2021-11-09	2021-11-23		Comm. Dev.
Avon Street - Award tender WWHPW21-02 for engineering and design work for the Avon Street infrastructure renewal to DesignPoint, for the price of \$27,854, plus additional geotechnical testing services, for a total of \$49,043, plus applicable taxes.	COTW	M	2021-11-09	2021-11-23		PW
College Road - Award tender WWHPW 21-17 for engineering and design work for College Road Infrastructure renewal to EXP, for \$53,636, plus additional geotechnical testing during construction for a total cost of \$62,412 before taxes.	COTW	M	2021-11-09	2021-11-23		PW
Commercial Development District Improvement By-Law - gives first reading and hold a public hearing to amend the Commercial Development District Improvement By-Law RC-002	COTW	M	2021-11-09	2021-11-23		Planning
Designated Bicycling Route - Council send a letter to Nova Scotia Department of Public Works, Robyn Homans to begin the process to designate the Bog Road as a bicycling route.	COTW	M	2021-11-09	2021-11-23		Comm. Dev.
Investment and Development Ready Plan - CAO to hire additional resources to expediate the planning process to take advantage of the housing boom and staff prioritize development agreements/amendments to efficiently support existing and new developers.	COTW	M	2021-11-09	2021-11-23		CAO/Plan
Windsor Flood Risk Assessment Study - award tender WWHPW21-18 for flood risk assessment study to CBCL, for the price of \$79,550, plus taxes with \$43,854 coming from Canada Community Building Reserve.	COTW	M	2021-11-09	2021-11-23		PW

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WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request X	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: November 23, 2021

Subject: Civic Addressing By-law Amendment
File # 21-16 19B

LEGISLATIVE AUTHORITY

Municipal Government Act (MGA) s.313

POSSIBLE MOTION

Following conclusion of the Public Hearing on November 23, should Council wish to approve the proposed amendment, the following motion would be in order:

... that Council amends the Civic Addressing By-law, RC-001, by adding a new clause to allow Council to change a road name without support of those owning lots on the street, in a manner substantively the same as that included as Attachment A to the report entitled *Civic Addressing By-law Amendment* dated September 9, 2021.

BACKGROUND

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

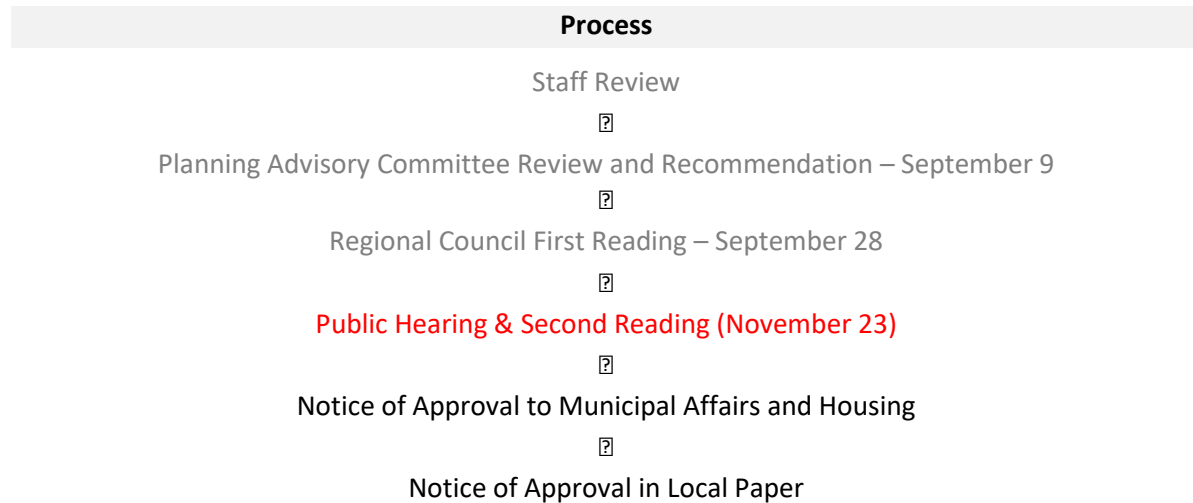
On September 9, 2021, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC).

PAC/HAC recommended in favour of the proposed amendment on September 9, 2021.

Council held First Reading on September 28 and scheduled the Public Hearing for November 23.
No comments have been received from members of the public.

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 alternate direction such as requesting further information on a specific topic;
- approve the amendment with specific changes; or
- determine that the amendment is not required.

APPENDIX

Appendix A Staff Report and Recommendation - File 21-16

CHIEF ADMINISTRATIVE OFFICER REVIEW

The recommendation is in alignment with past reports and discussions with PAC / HAC and Council.

I support the recommendation.

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer



WEST HANTS REGIONAL MUNICIPALITY RECOMMENDATION REPORT

To: Members of Planning Advisory Committee/Heritage Advisory Committee (PAC/HAC)

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

Date: September 9, 2021

Subject: Civic Addressing By-law Amendment
File # 21-16

1.0 LEGISLATIVE AUTHORITY

Municipal Government Act (MGA) s.313

2.0 RECOMMENDATION

If PAC/HAC wishes to forward a positive recommendation the following motion would be in order:

PAC/HAC recommends that Council give First Reading and proceed to a Public Hearing to amend the Civic Addressing By-law, RC-001, by adding a new clause to allow Council to change a road name without support of those owning lots on the street, in a manner substantively the same as that included as Attachment A to the report entitled *Civic Addressing By-law Amendment* dated September 9, 2021.

3.0 BACKGROUND

West Hants Regional Municipality approved a Civic Addressing By-law on November 24, 2020. Since then it has come to the attention of staff that the only way to rename a road is by the Civic Addressing Coordinator receiving a

petition signed by the owners of seventy-five percent (75%) of the lots with frontage on the road.

4.0 DISCUSSION

The 2020 By-law works well when a road is named or when a name change is wanted by those who own property on the street. However, within the 2020 By-law there is no opportunity for Council itself to change a road name should it become necessary for reasons of safety and/or to meet the requirements of the Nova Scotia Civic Address File (NSCAF) system.

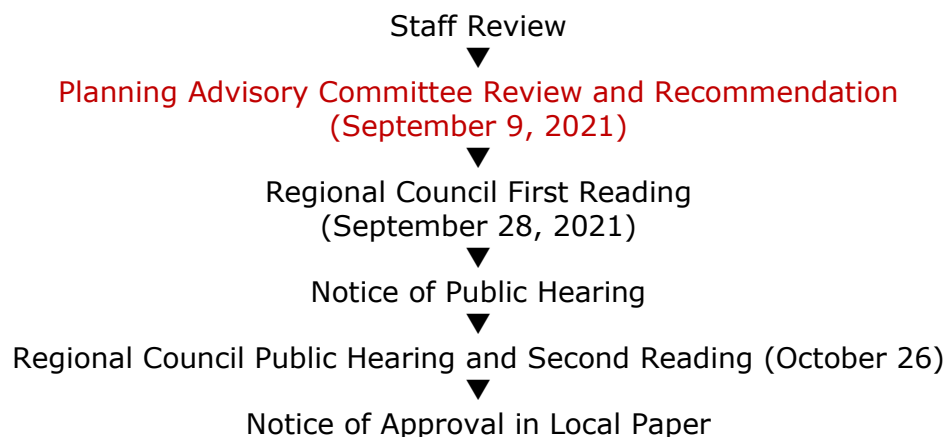
As a result, staff are recommending that Council amend the Civic Addressing By-law (Attachment A) by adding the following clause:

6.2.1 *When a road owned by West Hants Regional Municipality should be named or a name changed in order to comply with or reflect the criteria used by the Nova Scotia Civic Address File (NSCAF) to ensure safety of residents, WHRM Council may direct the Civic Addressing Coordinator to change the road name to a specific road name determined by Council and reviewed by the Civic Addressing Coordinator to ensure it complies with the requirements of Section 6.3, Road Naming Evaluation Criteria, without public consultation. Notice to those affected must be provided a minimum of sixty (60) days prior to the name being changed in the Civic Address File.*

When a road is being named or the name changed because of safety concerns, no opportunity for those who own property on the road to object to Council should be provided. NSCAF requirements need to prevail to ensure emergency services can reach and find residents.

5.0 NEXT STEPS

The following process is required for amendment of the By-law:



▼
Notice of Approval to Municipal Affairs and Housing

6.0 FINANCIAL IMPLICATIONS

There are no financial implications for the Region associated with amending the existing By-law.

7.0 ALTERNATIVES

Should PAC/HAC not wish to recommend this amendment to Council, PAC/HAC may:

- recommend specific amendments to the proposed draft;
- provide alternative direction, such as requesting further information on a specific topic.

8.0 ATTACHMENTS

Attachment A	Region of West Hants Civic Addressing By-law, RC-001, with proposed amendments
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Report Prepared by: _____

Madelyn LeMay, Director, Planning and Development

and

Tracy Babineau, Civic Addressing Coordinator

Civic Addressing Bylaw

Proposed Changes Shown in RED

- 1.0** 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" and shall be known and may be cited as the Civic Addressing By-law.

2.0 DEFINITIONS

In this By-law:

- (a) "building" means any structure used, or intended to be used, to support or shelter any use or occupancy, and includes an incomplete building once the footings have been constructed, but does not include a structure accessory to another structure on the same lot or a structure which, if it were now being built for the first time, would not require a Building Permit to authorize its construction;
- (b) "civic address" means the combination of an assigned civic number, the road name and the community;
- (c) "Civic Address File" means the database maintained by the Region containing geographically referenced civic address information including civic points, street network files, and community boundaries;
- (d) "Civic Addressing Coordinator" means the person who administers this By-law;
- (e) "civic number" means the number assigned to a lot or building by the Civic Addressing Coordinator in accordance with this By-law;
- (f) "community" means a geographic area contained within the Region of Windsor and West Hants;
- (g) "owner" has the same meaning as the owner of property in the Municipal Government Act or successor legislation from time to time;
- (h) "private road" means any street, road, lane, bridge or other thoroughfare accessible to motor vehicles which is not a public road defined in clause 2.0 (k) and which serves as a principal vehicular access to three or more dwelling units;

CIVIC ADDRESSING BY-LAW

- (i) “property” means a lot of land;
- (j) “public road” means a road or highway owned and maintained by the Region or the Province of Nova Scotia;
- (k) “Region” or “West Hants Regional Municipality” means the Municipality incorporated by the Region of Windsor and West Hants Act, SNS 2018, c.26 irrespective of whether it has had its name changed by virtue of Section 11 of that Act or otherwise;
- (l) “road name” means the official name of a street, road, or highway as it appears in the Civic Address File.

3.0 DUTIES of CIVIC ADDRESSING COORDINATOR

The Civic Addressing Coordinator shall be responsible for:

- (a) assigning or re-assigning civic numbers to lots or buildings and the keeping of the Civic Address File;
- (b) reviewing and approving all proposed road names for new public and private roads created through the subdivision approval process;
- (c) reviewing and approving all proposed road names for existing unnamed roads; and
- (d) reviewing and recommending to Regional Council the acceptance or rejection of proposed road names submitted through the application process for changing an existing Provincial or Regional road name.

4.0 CIVIC NUMBERS

4.1 Existing Civic Numbers

A civic number that is recorded in the Civic Address File for a lot or building on the date of the first reading of this By-law is hereby assigned to that lot or building until such time as the Civic Addressing Coordinator, by written notice to an owner, directs otherwise.

CIVIC ADDRESSING BY-LAW

4.2 Assignment of Civic Numbers

4.2.1 The Civic Addressing Coordinator may assign civic numbers to:

- (a) buildings that have permanent or temporary occupancy or use; and
- (b) vacant lots or developed sites and in the assignment of a number shall take into consideration the public use thereof which may require emergency services, such as parks, playgrounds and trails where public activity will occur.

4.2.2 The Civic Addressing Coordinator may assign more than one civic number to a lot or building.

4.2.3 The Civic Addressing Coordinator shall assign new civic numbers using a spatial formatting system which has all roads divided into intervals and numbers are assigned depending upon where the driveway intersects the road.

4.2.4 The Civic Addressing Coordinator may assign a new civic number with a spatial formatting system based on the surrounding civic numbers where an existing civic number prevents the use of the usual spatial formatting system.

4.2.5 The Civic Addressing Coordinator shall assign a new civic number where:

- (a) a building permit has been issued; or
- (b) there is no building permit issued, once a site inspection has been done by the Building Inspector or Civic Addressing Coordinator to confirm whether a civic number is required.

4.3 Deletion of Civic Numbers

Deletion of civic numbers shall be at the discretion of the Civic Addressing Coordinator.

4.4 Refusal of Civic Number

The Civic Addressing Coordinator shall not issue a civic number if they are made aware of an outstanding order against the property under the National Building Code, Fire Safety Act, or the Municipal Government Act.

CIVIC ADDRESSING BY-LAW

4.5 Change and Reassignment of Existing Civic Numbers

- (a) The Civic Addressing Coordinator may, by sixty (60) days written notice to an owner, change or reassign civic numbers where necessary to avoid potentially confusing numbering irregularities and to assure an adequate supply of civic numbers for existing and future development.
- (b) The Region shall not be liable for any costs or damages whatsoever that may be incurred by an owner related to the reassignment of a civic number.

5.0 POSTING of CIVIC NUMBERS**5.1 Civic Number Specifications**

The owner of a property for which a civic number is issued shall keep the assigned civic number posted on the lot or building in the following manner:

- (a) civic numbers shall be in Arabic numerals;
- (b) the numerals shall be right side up;
- (c) the colour of the numerals shall clearly contrast with the background upon which the numbers are displayed;
- (d) civic numbers shall either be composed of highly reflective material or be effectively illuminated during the hours of darkness;
- (e) the bottom of the numbers shall be a minimum of 90 centimeters (36 inches) above grade;
- (f) the height of the numerals shall not be less than 65 millimeters (2.5 inches);
- (g) civic numbers shall be posted within 6 meters (20 feet) of the closest edge of the traveled portion of the public road or private road which forms part of the civic address for the lot or building;

CIVIC ADDRESSING BY-LAW

- (h) the civic number shall be posted on the building or on a gatepost, signpost, or other structure on the lot on which the building is situated, excluding a utility pole for electrical, telephone, or other utility service;
- (i) civic numbers shall face towards the public road or private road upon which the lot or building is situated and which forms part of the civic address for the lot or building, except that double-sided signage may be used, in which event the civic number shall be on both sides of the sign and perpendicular to the public road or private road;
- (j) civic numbers shall be posted in a location which is not obstructed from view when viewed from the closest place on the traveled portion of the public or private road upon which the lot or building is situated or from which it has access and from all points at least 10 meters (33 feet) in either direction from that place, except that an intervening tree trunk or a vertical pole or post shall not alone be considered an obstruction for purposes of this subsection; and
- (k) no person shall post or permit to be posted a number that could be reasonably confused with a civic number as determined by the Civic Addressing Coordinator.

5.2 Occupancy Permit

An occupancy permit shall not be issued for a property unless a civic number is posted on that property.

6.0 ROAD NAMING**6.1 Application Process for Naming New Roads Created Through Subdivision Approval**

- (a) The applicant shall complete the "Application to Name a Road" form and submit it to the Civic Addressing Coordinator;
- (b) The Civic Addressing Coordinator shall review the application;
- (c) If the road name does not meet the evaluation criteria, the Civic Addressing Coordinator shall advise the applicant and provide an explanation for the rejection;

CIVIC ADDRESSING BY-LAW

- (d) If the road name meets the evaluation criteria, the Civic Addressing Coordinator shall approve the name;
- (e) Within one week of notification of final approval of the plan of subdivision, the Civic Addressing Coordinator shall notify the appropriate agencies. Once the road is constructed the Civic Addressing Coordinator shall record the location of the road in the Civic Address File;
- (f) If a subdivision plan creating a new road is repealed, all agencies notified of the new road name(s) shall be notified of the repeal; and
- (g) The Civic Addressing Coordinator shall contact all property owners on the road(s) to inform them of the name of the new road(s).

6.2 Application Process for Naming an Existing Unnamed Road or Changing an Existing Road Name

6.2.1 When a road owned by West Hants Regional Municipality should be named or a name changed in order to comply with or reflect the criteria used by the Nova Scotia Civic Address File (NSCAF) to ensure safety of residents, WHRM Council may direct the Civic Addressing Coordinator to change the road name to a specific road name determined by Council and reviewed by the Civic Addressing Coordinator to ensure it complies with the requirements of Section 6.3, *Road Naming Evaluation Criteria*, without public consultation. Notice to those affected must be provided a minimum of sixty (60) days prior to the name being changed in the Civic Address File.

6.2.2 When individuals wish to have an unnamed road named, or a name changed, the following process must be followed:

- (a) Application shall be made by completing the "Application to Name a Road" form and submitting it to the Civic Addressing Coordinator. The application shall be accompanied by a petition signed by the owners of seventy-five percent (75%) of the lots with frontage on the road;
- (b) The Civic Addressing Coordinator shall review the application;
- (c) If the road name does not meet the evaluation criteria, the Civic Addressing Coordinator shall advise the applicant and provide an explanation for the rejection;

CIVIC ADDRESSING BY-LAW

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- (d) If the application meets the evaluation criteria, the Civic Addressing Coordinator shall:
 - (i) seek approval from the authority having jurisdiction over the road, if applicable, and approve the name; or
 - (ii) seek approval from Council when an existing Provincial or Regional Road name is to be changed.
 - (e) Within one week of the approval of the new road name, the Civic Addressing Coordinator shall record the new name in the Civic Address File and notify the appropriate agencies; and
 - (f) The Civic Addressing Coordinator shall contact all owners of property on the road to inform of the new road name. If a subdivision plan creating a new road is repealed, all agencies notified of the new road name(s) shall be notified of the repeal.

6.3 Road Naming Evaluation Criteria

- (a) The name must be easy to pronounce and spell and have recognizable words or an acceptable combination of words;
- (b) Consideration must be given to the long-standing local usage of the name by the local public;
- (c) Road names must be in good taste;
- (d) Qualifying words (such as Upper, Lower, New, Old, etc.) should be avoided, but may be accepted in cases where the qualifier has been applied in an official context (e.g., as found in the Nova Scotia Gazetteer);
- (e) All names must have an associated road type and the road type must be checked against a standard list before the submitted name can be accepted;
- (f) Road names must be alphanumeric (e.g. First Street); name submissions using a numeral (e.g. 1st Street) shall be rejected;
- (g) Where a new road is a continuation of an existing road, wherever possible the new road shall be given the same name as the existing road;

CIVIC ADDRESSING BY-LAW

- (h) There must be no duplication of road names within the Region and, if possible, duplication of road names used in immediately adjoining municipal units shall be avoided;
- (i) All road name submissions must be checked against the alias field in the road names database both for the community in question and its adjacent communities. If the suggested name appears as an alias, it must be rejected;
- (j) There should be no like-sounding names within the Region;

CIVIC ADDRESSING BY-LAW

- (k) Official road names, including road type, must have no more than 35 characters (including special characters and spaces);
- (l) If the road is named after a topographic feature, the name must reflect the official name found in the Nova Scotia Gazetteer;
- (m) A personal name (given name and surname) should not be applied to a road unless such application is in the public interest. The person commemorated should have contributed significantly to the area where the road is located. The adoption of a personal name during the lifetime of the person concerned should only be made in exceptional circumstances and with the person's written consent;
- (n) No formal titles of distinction may be associated with the personal name (e.g., Captain, Major);
- (o) Company or commercial product names, as well as names associated with copyright or trademarks, shall be avoided;
- (p) The spelling and accenting of names must agree with the rules of the language in which they are written; and
- (q) Changes to established existing road names shall be discouraged unless there are recognized difficulties with the existing name.

7.0 POSTING ROAD SIGNS**7.1 Public Road Signs**

Identification of provincially or municipally owned public roads is the responsibility of the respective jurisdiction.

7.2 Private Road Signs

The owners of a private road shall ensure that a road sign is erected and maintained according to specifications outlined in this Civic Addressing By-law.

7.3 Posting Private Road Signs through the Nova Scotia Department of Transportation (DTIR)

CIVIC ADDRESSING BY-LAW

- 7.3.1 Private roads which intersect with public roads shall be identified only by an approved road name sign.
- 7.3.2 Private roads which intersect with public roads and are not already identified by an approved road name sign shall be provided with a road name sign upon the written request of one or more residents of the road subject to the following criteria:
- (a) prior to approval of a sign by the Civic Addressing Coordinator the applicant(s) has paid to the Region one hundred percent (100%) of the fees charged by DTIR for such purchase; and
 - (b) the name of the road is to be that designated by the Civic Addressing Coordinator; and
 - (c) the administrative process developed by the Region from time-to-time shall be followed for the erection of private road signs.
- 7.3.3 When a private road sign requires repair, removal or replacement, costs shall be determined by DTIR and borne by the applicant.

7.4 Posting Private Road Signs by Applicant

- 7.4.1 The applicant shall erect, maintain in good condition and replace as necessary, a sign and signpost at the intersection of the private road and the public street in a manner consistent with any conditions attached to such permission and other lawful requirements; and
- 7.4.2 The residents of a private road shall apply for and obtain permission to erect an identifying sign and a signpost from any person or regulatory authority whose permission is required by law to erect an identifying sign and a signpost, subject to the following requirements:
- (a) the cost of fabrication and installation of such sign shall be the responsibility of the residents;
 - (b) it will be the residents' responsibility to install, maintain in good condition and replace as necessary the sign and signpost;

CIVIC ADDRESSING BY-LAW

- (c) the name of the road is to be that designated by the Civic Addressing Coordinator;
- (d) to the extent possible, the signpost is to be located in an unobstructed line of sight for vehicles approaching the private road from either direction along the intersecting public street, and is to be set back a minimum of 1.5 meters (5 feet) from the outside edge of the travel lane of the intersecting public road;
- (e) double-sided signage placed perpendicular to the intersecting road shall be used so that the name of the road is visible for vehicles approaching the private road from either direction;
- (f) lettering of the private road name shall be 100 millimeters (4 inches) in height and in uppercase letters;
- (g) the sign shall be painted with reflective paint with lettering in black against a white background;
- (h) the bottom of the sign shall be between 1.5 meters (5 feet) and 2.5 meters (8 feet) above the road grade of the intersecting public road; and
- (i) the signpost shall be made of pressure-treated lumber with cross-sectional dimensions not less than 85 millimeters (3.3 inches) by 85 millimeters (3.3 inches), or rigid non-ferrous metal, and sufficiently fastened to the ground to hold the sign rigidly in place and to prevent turning of the sign.

8.0 COMPLIANCE**8.1 Special Conditions**

8.1.1 Upon application by an owner, the Civic Addressing Coordinator may provide written authorization for signage for civic numbers or road names to vary from the standards contained in this By-law, with or without conditions, when:

- (a) compliance with the standards is not reasonably possible, due to the physical features of the site or other matters; or

CIVIC ADDRESSING BY-LAW

- (b) compliance with this By-law would not effectively meet the objectives of this By-law as an alternative approach.

8.1.2 The Civic Addressing Coordinator may revoke or vary an authorization under this section. Owners shall comply with any conditions contained within authorizations granted under this section.

9.0 VIOLATIONS

9.1 It shall be an offence for a person to refuse or fail to comply with a written notice issued by the Civic Addressing Coordinator to an owner which assigns, reassigns, or deletes a civic number of a lot or building.

9.2 Any person who violates any provision of this By-law shall be liable on summary conviction to a penalty of not less than \$200.00 and not more than \$5,000.00, and in default of payment to imprisonment for a period of not more than 90 days.

9.3 In the event of contravention of this By-law, the Region may:

- (a) prepare and serve a notice in writing to an owner to undertake work including, but not limited to, the posting or re-posting of a civic number on a building or lot, the erection or re-erection of signage for a private road, or the removal of a civic number or signage for a private road;
- (b) in the event that:
 - (i) required remedial work regarding a road sign has not been completed within thirty (30) days; or
 - (ii) required remedial work regarding a civic number has not been completed within fourteen (14) days,

of the date of service of the notice, enter upon the property of the owner and undertake the work, and the cost of the work with interest at the same rate as taxes from the date of completion until the date of payment, shall be a first lien on the property upon which, or for the benefit of which, the work was done.

9.4 The notice required to be served pursuant to this By-law may be served:

- (a) in person;
- (b) by regular mail to the address shown on the Assessment Roll;
- (c) by electronic mail; or
- (d) by facsimile.

A notice is deemed to have been served on the seventh (7th) day after it was sent.

10.0 REPEAL

- 10.1** The Town of Windsor Civic Addressing By-law dated November 19, 2019 and the Municipality of the District of West Hants Civic Addressing By-law , C-003, dated November 27, 2018 are hereby repealed.

I, Rhonda Brown, 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 **24th** day of **November, 2020**.



R. N. Brown
Municipal Clerk

By-law Adoption	
First Reading:	September 22, 2020
Notice Published:	November 3, 2020
Second Reading & Approval	November 24, 2020
Final Publication	December 1, 2020
Notice to Municipal Affairs	December 1, 2020
Description: Initial approval of the Civic Addressing By-law, RC-001, which includes the repeal of previous Civic Addressing By-laws of the former Town of Hantsport and Municipality of the District of West Hants.	



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information	Recommendation ☐	Decision Request ☒	Councillor Activity ☐
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To: Council

Submitted by: _____
Mark McLean, Councillor

Date: November 23, 2021

Subject: Bulk Water Filling Station

LEGISLATIVE AUTHORITY

Nova Scotia Utility and Review Board
Public Utilities Act, Section 64
Municipal Government Act, Section 64 A

RECOMMENDATION or DECISION REQUEST

that Council hire an independent engineering firm to complete a bulk water rate study and present a report on the increased costs which will enable a further understanding of the rate increase and ensure Council that both the costs are accurate and future water needs will continue to be met.

Further, the same report be presented to the UARB, who may be more adept to explain the same rates in comparison to other Municipalities.

BACKGROUND

Property ☐	Public Opinion ☒	Environment ☒	Social ☐	Economic ☒	Councillor Activity ☐
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During the 2021-10-12 Committee of the Whole, the bulk water filling station and UARB rates were reviewed for informational purposes. Several concerns were raised regarding the increased rate amounts, reasoning behind the increase and the ability to afford the increase without compromising the health and safety and financial wellbeing of the individuals who use bulk water.

DISCUSSION

NEXT STEPS

Council can choose to accept and proceed with hiring an independent to perform a rate study and have the report submitted for review.

Council can reject the decision.

FINANCIAL IMPLICATIONS

ALTERNATIVES

- Council can choose to accept and proceed with hiring an independent engineering firm to perform a rate study and have the report submitted for review.
- Council can reject the decision.

ATTACHMENTS

- 2021-10-12 Informational Report - Bulk Water Filling Station – UARB Rates with attached Consolidated Water and Sewer Rate Study, presented to the former Municipality of West Hants Council on November 27, 2018

CHIEF ADMINISTRATIVE OFFICER REVIEW

Report Prepared by: _____

Mark McLean, Councillor

Report Reviewed by: _____

Carlee Rochon, Dir. Financial Services

Report Approved by: _____

Mark Phillips, Chief Administrative Officer



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: Carlee Rochon
Carlee Rochon, Director, Financial Services

Date: October 12, 2021

Subject: Bulk Water Filling Station – UARB Rates

LEGISLATIVE AUTHORITY

Nova Scotia Utility and Review Board, Order M09013

RECOMMENDATION or DECISION REQUEST

Not applicable.

BACKGROUND

Property ☐	Public Opinion ☒	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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At a Nova Scotia Utility and Review Board (NSUARB) hearing under the former Municipality of West Hants, it was noted that the Bulk Water Hauler Station was not regulated. This would need to be corrected at the next scheduled rate hearing.

During the 2018 Water Rate Study, the proposed rates were presented to the former Municipality of West Hants Council. Based on the study, Council made a motion to apply to the Nova Scotia Utility and Review Board for a rate hearing.

Through the NSUARB, a public hearing was scheduled. After due public notice, the hearing was held on March 27, 2019. The order was given May 27, 2019, with compliance filing on June 3, 2019. The order outlined the new rates to begin on July 1, 2019.

Bulk water was addressed in the order. The rates were outlined as follows:

2019-20	\$6.42 per cubic meter, minimum purchase of \$40.00
2020-21	\$6.75 per cubic meter, minimum purchase of \$40.00
2021-22	\$7.20 per cubic meter, minimum purchase of \$40.00

The order mandated that the Bulk Water Filling Station be moved from 76 Morison Drive (within the Windsor Water Utility) to a location within the West Hants Water Utility. This was determined to be a two-phase project. The design portion was approved in the 2019-20 Capital Budget and the construction portion was approved in the 2020-21 Capital Budget.

While the new bulk water filling station was under design and construction, the existing bulk water filling station continued to operate. The new bulk water rates could not be charged until the transition of the station was completed. The rate set of \$7.50 per 600 gallons in June 2014 by the former West Hants Council remained in place.

DISCUSSION

Under the former model, water was sold at cost with no investment into the utility infrastructure.

Under current regulations, users of the bulk water filling station will pay for a share of the operating cost for the utility. This is a standard calculation for most Municipal units. To deviate from this calculation would result in a higher level of scrutiny by the Utility and Review Board.

The calculation first takes into consideration the total operating and non operating expenses, and divides that by the total water consumption by all utility customers. A 30% markup is applied, as the users of the stations do not pay base charges like residential and commercial utility consumers. This creates fairness amongst all utility customers. The Nova Scotia Utility Review Board reviews all rates to ensure there is fairness for everyone prior to issuing their orders.

The Municipality does not control where bulk water users get their water, nor does it control what they charge if reselling this water.

NEXT STEPS

Not applicable

FINANCIAL IMPLICATIONS

Not applicable

ALTERNATIVES

Not applicable

ATTACHMENTS

- Consolidated Water and Sewer Rate Study, presented to the former Municipality of West Hants Council on November 27, 2018

CHIEF ADMINISTRATIVE OFFICER REVIEW

The comments made by the Director outline the history and rationale for the rate study and the eventual rate changes directed by the Utility and Review Board.

Report Prepared by: 
Carlee Rochon, Director, Financial Services

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

Report Approved by: 
Mark Phillips, Chief Administrative Officer



THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS
RECOMMENDATION REPORT

To: Warden Zebian and Members West Hants Council

Submitted by: _____
Martin Laycock, Chief Administrative Officer

Date: November 27, 2018

Subject: Consolidated Water and Sewer Rate Study

Origin:

Council's July 10th motion to consolidate the three water utilities and sewer services.

Legislative Authority:

Public Utilities Act, Section 64

Municipal Government Act, Section 81 (1)[a] & [b]; and Sections 333-343

Recommendation:

Committee of the Whole recommends to Council that:

...the Municipality of the District of West Hants apply to the Nova Scotia Utility and Review Board for changes in its rates for water, water service and fire protection to the Municipality of the District of West Hants, and changes to its rules and regulations for customers served by the Three Miles Plains/Wentworth Water Utility, the Falmouth Water Utility, and the Hantsport Water Utility, as set out in the water rate study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited dated November 1, 2018.

...the rates for sewer service for customers in Three Miles Plains/Wentworth, Falmouth, and Hantsport, as set out in the sewer rate study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited dated November 1, 2018 be adopted and that staff prepare the necessary changes to related by-laws and policies.

Background:

Council made a motion to consolidate the water utilities and sewer services in July 2018. As a result of this, G.A. Isenor Consulting and Blaine S. Rooney Consulting were hired by the three water utilities and sewer services to conduct a water rate study and a sewer rate study to determine their financial needs over for the next three years.

It is common for water utilities and sewer services to review their rates every three to five years to determine if they are remaining self-sufficient.

Discussion:

Water rates

The proposed rates for the water utility have taken into account the combined needs of the three water utilities. The consultants looked at a number of factors, including water consumption over the past year, previous rate studies, audited statements, capital investment plans, consultations with staff, among others. From this they were able to make predictions on future financial requirements, both operational and capital, for the water utilities. The methods used by the consultants are consistent with previous rate studies done for the Municipality that have resulted in approval by the Nova Scotia Utility and Review Board (UARB) and the establishment of effective rates for the purposes of running the water utilities on a breakeven basis.

The water rate study must first be presented to Council for approval. Should Council approve the water rate study, it would then be passed on to the UARB for a rate hearing. This hearing is open to the public. Based on the evidenced presented at the rate hearing, the UARB will either establish the proposed water rates, make adjustments, or require another rate study be submitted.

It should be noted that regardless of the consolidation of the water utilities, water rates hearings were required for all three of the water utilities for the upcoming fiscal year.

Sewer rates:

In addition to the water rates, Council is being asked to approve proposed sewer rates. The approval of the sewer rates is different for a few reasons. Firstly, approval from the UARB for sewer rates is not required; this is strictly a Council decision. Secondly, and as discussed in the June 26 Committee of the Whole presentation by G.A. Isenor, the method of determining the sewer rates has been changed. Revenue generated for sewer services will from a combination of a base rate and effluent charge per cubic meter based on water consumption. This will be different than the current approach taken in Three Mile Plains

(TMP) and Falmouth where sewer rates are based on a flat fee related to the number of dwelling units. Also, there will be a slight change for Hantsport residents as they will now see a base charge on their water bill for sewer services.

Based on the study, it is anticipated that on average rates for Hantsport users will increase slightly. Residents in Three Mile Plains on average may see their over all water and sewer rates increase, while residents in Falmouth, on average, may see their combined water and sewer rates decrease. These are estimates based on the data from the water consumption over the past year. It is important to note that each resident's experience with the changed rate structure will be different as each household's water consumption is unique. It is not anticipated that the change in the rate structure will be cost prohibitive for users.

Communications regarding the change in the rate structure for sewer have been sent to residents. In addition to the Municipal website and Facebook postings, an insert was included in all water bills that were sent in October providing an overview of the proposed changes. Feedback from residents, to date, about this change has been minor.

Financial Implications:

The rate studies presented illustrate, based on evidence, what is required to effectively run the water and sewer utilities on a breakeven basis. It is important to note that the UARB requires that water utilities be run on a breakeven basis, including setting aside a reserve for ongoing capital repairs and replacements. The same methodology has been applied in the rate study to the sewer services. Although the financial stability of sewer services is not regulated by an outside authority, it is a sound financial practice and recommended that the sewer service be self-sufficient and be able to meet its current and future operational and capital requirements. In recent years this is the approach that has been taken and is recommended to be maintained.

Alternatives:

1. Council could reject the water and/or the sewer rate study and ask that it be revised. Direction on what changes are required would be needed.
2. Council could reject the consolidation of the water utilities and/or sewer services. This would require a notice of rescission for the July 2018 motion and then after the allotted time period, a motion of Council to rescind the original motion would be required. Should this occur, the water rate studies for each water utility would have to be redone and may not be in effect for the upcoming fiscal year due to UARB scheduling.

Attachments:

- Water Utility Water Rate Study
 - Sewer Service Rate Study
-

Report Prepared by: _____
Martin Laycock, Chief Administrative Officer

Report reviewed by: _____
Rhonda Brown, Municipal Clerk

Report reviewed by: _____
Carlee Rochon, Director of Finance

West Hants Water Utility
Water Rate Study

Prepared By

G. A. Isenor Consulting Limited

in Association with

Blaine S. Rooney Consulting Limited

01-Nov-18

INDEX

NOTES TO WORKSHEETS

WORKSHEETS B-1 TO D-2

SCHEDULES A, B, AND C – RATES AND CHARGES

SCHEDULE D – PROPOSED RULES AND REGULATIONS

**WEST HANTS WATER UTILITY
NOTES ON WORKSHEETS
SUPPLEMENTAL NOTES ON WORKSHEETS**

WORKSHEET B-3

Operating Revenue

The Rate Study includes projected growth 5 residential customers (5/8" Meters) per year.

Non-operating Expenditures – The non-operating expenditures include a transfer to a reserve account for sludge handling at the Falmouth Water Treatment Plant.

WORKSHEETC-3

The allocations used are based on the Handbook except for Transmission and Distribution which has been allocated 25% to Base and 75% to delivery for rate design purposes.

WORKSHEETC-4

The Worksheet includes projected growth of 5 residential customers (5/8" meter) in each test year. The Worksheet includes two six inch meters for the Glooscap First Nation.

WORKSHEET C-6

The water consumption for 5/8 inch customers has been declining since the last rate study. This decline has been occurring in most water Utilities in Canada and is projected to continue in this Utility. Based on this the water consumption trend the water rate study includes a 1.5% per year reduction for each of the test years for the 5/8" customers. Flow for the Glooscap First Nation are based on historical flow data from the meters.

WORKSHEETC-9

The Utility requests a Bulk Water rate be set as it plans on installing a bulk meter as noted on the capital expenditures on Worksheet B-3.

WORKSHEET D-1

The Worksheet includes comparison of the existing three separate utilities (Falmouth, Hantsport, and Three Mile Plains/Wentworth) for the first test year. Subsequent years are based on the average customer for the West Hants Water Utility.

GENERAL NOTES ON WORKSHEETS

Worksheet B-1

This worksheet includes a summary of the operating revenues, operating expenditures, non-operating revenues and non-operating expenditures for the year 17/18 (actual) and 18/19 (estimated) as provided by the Utility.

Operating Revenues - The operating revenue for 19/20, 10/21 and 21/22 is based on the Utility's budget. There is growth of 5 new customers per year. The fire protection rate is based on the rate approved in the last rate hearing.

Operating Expenditures - The projection of expenses for the test years is as derived from Worksheet B-2a/2b/2c/2d/2e. The Depreciation has been calculated based on the addition of the planned infrastructure.

Non-operating Revenues – The non-operating revenue projected during the test years is the proposed transfer from the depreciation fund for principal debt payments.

Non-operating Expenditures – The non-operating expenditures include interest and principal on the existing debt.

Accumulated Surplus (Deficit) The Utility has a projected deficit in all three test years.

Worksheet B-2

This worksheet takes the information from Worksheet B-1 to develop revenue requirements for the years for 19/20, 10/21 and 21/22.

Worksheet B-2a/2b/2c/2d/2e

This worksheet provides the breakdown of the estimated operating expenditures as provided by the Utility for the year 18/19. The projected expenditures for the years 19/20, 10/21 and 21/22 for all items are based on the 18/19 budget plus 3% per year for inflationary increases.

Worksheet B-3

This worksheet calculates the depreciation per year and the depreciation fund balance based on the proposed capital works for the years 18/19, 19/20, 10/21 and 21/22. The opening depreciation fund balance is taken from the 17/18 financial statements.

Worksheet B-4

This worksheet details the known and projected capital contributions.

Worksheet B-5

This worksheet allocates the assets of the Utility between general service and fire protection. Each year includes the addition of the proposed capital works identified in Worksheet B-3. Production assets are allocated 90% general service and 10% fire protection. Demand assets are allocated 40% general service and 60% fire protection.

Worksheet C-1

This worksheet uses the percentage of total assets allocated to fire protection from worksheet B-5 to determine the allocation of transmission and distribution; depreciation, taxes and return on rate base to the fire protection charge.

Worksheet C-2

This worksheet calculates the return on rate base.

Worksheet C-3

This worksheet allocates expenses among customer charge, base charge, delivery and production.

Worksheet C-4

This worksheet sets out the number and size of meters in the Utility and by use of the capacity ratio establishes the system equivalents. The Utility is projecting growth of 5 residential customers per year.

Worksheet C-5

This worksheet uses the information from Worksheet's C-3 and C-4 to calculate the quarterly base charge for each size of meter.

Worksheet C-6

This worksheet sets out the water consumption by meter size. The data for the current year is based on information provided by the Utility. The rate study is based on the continuation of the current single block rate structure.

Worksheet C-7

This worksheet uses information from Worksheet's C-3 and C-6 to calculate the consumption charge for years 19/20, 10/21 and 21/22 based on a single block rate.

Worksheet C-8

This worksheet is used as a check to determine that the potential revenues will be the same as the requirements on Worksheet C-3.

Worksheet D-1

This worksheet is a comparison of existing and proposed rates.

Worksheet D-2

This worksheet provides a comparative statement of Operations for the current year as well as the test years.

Appendix 1

This appendix provides the debt repayment calculation for the planned capital works.

West Hants Water Utility
Comparative Statement of Operations
Fiscal Years ending March 31st

	2017/18 Actual	2018/19 Estimated	Projection Using Current Rates		
			2019/20 Budget	2020/21 Budget	2021/22 Budget
OPERATING REVENUES					
Metered Sales	1,296,453	1,300,000	1,300,000	1,300,000	1,300,000
Public Fire Protection - Perscribed	578,466	604,438	604,438	604,438	604,438
Sprinklers/Private Hydrants	800	800	800	800	800
Interest on Overdue Accounts	3,834	4,000	4,000	4,000	4,000
Other	13,574	13,500	13,500	13,500	13,500
Total	1,893,127	1,922,738	1,922,738	1,922,738	1,922,738
OPERATING EXPENDITURES					
Source of Supply	352,236	369,485	370,850	381,975	393,434
Power and Pumping	40,839	43,425	44,728	46,070	47,452
Water Treatment	246,896	271,797	279,951	288,349	297,000
Transmission and Distribution	591,619	585,341	602,901	620,988	639,617
Administration and General	261,199	191,108	196,841	202,746	208,829
Depreciation	316,195	379,526	430,709	452,129	489,733
Taxes		39,655	40,845	42,070	43,332
Total	1,808,984	1,880,337	1,966,824	2,034,327	2,119,397
OPERATING PROFIT (LOSS)	84,143	42,401	-44,086	-111,589	-196,659
			0		
NON-OPERATING REVENUES					
Interest	9,933	2,060	2,122	2,185	2,251
Speical Service	0	0	0	0	0
Other		0	0	0	0
Total	9,933	2,060	2,122	2,185	2,251
NON-OPERATING EXPENDITURES					
Debt Charges - Principal	60,133	60,133	60,133	87,814	87,814
Debt Charges - Interest	48,942	46,321	43,637	35,867	32,347
Principal - New Debt		0	0	0	0
Interest - New Debt		0	0	0	0
Principal - New Debt		0	22,291	23,629	25,047
Interest - New Debt		0	49,200	47,863	46,445
Principal - New Debt		0	0	0	0
Interest - New Debt		0	0	0	0
Principal - New Debt		0	0	0	16,165
Interest - New Debt		0	0	0	26,725
Capital out of Revenue		0	0	0	0
Transfer to reserve for sludge handling		10,000	10,000	10,000	10,000
Earnings		0	0	0	0
COMBINED TOTAL	109,075	116,454	185,261	205,172	244,542
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-14,999	-71,993	-227,225	-314,576	-438,950
SURPLUS AT BEGINNING OF YEAR *	-2,321	-17,320	-89,313	-316,538	-631,114
ACCUMULATED SURPLUS (DEFICIT)	-17,320	-89,313	-316,538	-631,114	-1,070,064

West Hants Water Utility Statement of Operating Expenditures and Revenue Requirements				
	2018/19 (Estimated)	2019/20 Budget	2020/21 Budget	2021/22 Budget
OPERATING EXPENDITURES				
Source of Supply	369,485	370,850	381,975	393,434
Power and Pumping	43,425	44,728	46,070	47,452
Water Treatment	271,797	279,951	288,349	297,000
Transmission and Distribution	585,341	602,901	620,988	639,617
Administration and General	191,108	196,841	202,746	208,829
Depreciation	379,526	430,709	452,129	489,733
Taxes	39,655	40,845	42,070	43,332
Total	1,880,337	1,966,824	2,034,327	2,119,397
NON OPERATING EXPENSES				
Debt Charges - Principal	60,133	60,133	87,814	87,814
Debt Charges - Interest	46,321	43,637	35,867	32,347
Principal - New Debt		22,291	23,629	25,047
Interest - New Debt		49,200	47,863	46,445
Principal - New Debt			0	16,165
Interest - New Debt			0	26,725
Capital out of Revenue	0	0	0	0
Transfer to reserve for sludge handling	10,000	10,000	10,000	10,000
Earnings	0	0	0	0
Combined Total	116,454	185,261	205,172	244,542
LESS NON-OPERATING REVENUES				
Interest	2,060	2,122	2,185	2,251
Transfer from Reserves	0	0	0	0
Other	0	0	0	0
Combined Total	2,060	2,122	2,185	2,251
LESS OTHER OPERATING REVENUE				
Interest on Overdue Accounts	4,000	4,000	4,000	4,000
Sprinklers/Private Hydrants	800	800	800	800
Other Revenue	13,500	13,500	13,500	13,500
Total	18,300	18,300	18,300	18,300
REVENUE REQUIRED FROM FIRE PROTECTION AND WATER CUSTOMERS	1,976,431	2,131,663	2,219,014	2,343,388

West Hants Water Utility
Statement of Operating Expenditures

	2018/19 (Estimated)	2019/20 Budget	2020/21 Budget	2021/22 Budget
SOURCE OF SUPPLY				
Operation Labour	35,700	36,771	37,874	39,010
Maintenance of Impounding Reservoir	2,060	2,122	2,185	2,251
Maintenance of Watershed	4,120	4,244	4,371	4,502
Maintenance of Intakes	1,545	1,591	1,639	1,688
Maintenance of Other Source Structures	1,545	1,591	1,639	1,688
Permits	515	530	546	563
Water Purchased from Windsor	324,000	324,000	333,720	343,732
Other	0	0	0	0
TOTAL SOURCE OF SUPPLY	369,485	370,850	381,975	393,434
POWER AND PUMPING				
Operations Labour	35,700	36,771	37,874	39,010
Fuel Purchased	515	530	546	563
Power Purchased	4,635	4,774	4,917	5,065
Maintenance	0	0	0	0
Maintenance of Structures	515	530	546	563
Maintenance of Equipment	1,545	1,591	1,639	1,688
Other - Pump expenses	515	530	546	563
TOTAL POWER AND PUMPING	43,425	44,728	46,070	47,452
WATER TREATMENT				
Operation Labour	107,100	110,313	113,622	117,031
Power	63,036	64,927	66,875	68,881
Chemical Additives	50,470	51,984	53,544	55,150
Telephone	5,047	5,198	5,354	5,515
Alarm	824	849	874	900
Maintenance of Treatment Plant	0	0	0	0
Maintenance of Structures	5,150	5,305	5,464	5,628
Maintenance of Equipment	33,990	35,010	36,060	37,142
Insurance	6,180	6,365	6,556	6,753
Other	0	0	0	0
TOTAL WATER TREATMENT	271,797	279,951	288,349	297,000

Worksheet B-2a/2b/2c/2d/2e

TRANSMISSION AND DISTRIBUTION				
Engineering	515	530	546	563
Supervision	184,620	190,159	195,863	201,739
Operational Labour - Mains	95,370	98,231	101,178	104,213
Operational Labour - Meters	78,030	80,371	82,782	85,265
Maintenance - Reservoirs	15,965	16,444	16,937	17,445
Maintenance of Structures	515	530	546	563
Maintenance of Distribution Mains	21,630	22,279	22,947	23,636
Maintenance of Other Distribution Plant	5,150	5,305	5,464	5,628
Leak Detection	2,060	2,122	2,185	2,251
Maintenance of Services	30,900	31,827	32,782	33,765
Maintenance of Meters	4,120	4,244	4,371	4,502
Maintenance of Hydrants	9,270	9,548	9,835	10,130
Public Works Cost Allocation	55,620	57,289	59,007	60,777
Rents (DMA Radio)	1,597	1,644	1,694	1,745
Transportation Expenses				
Freight Expenses	3,605	3,713	3,825	3,939
Truck Maintenance	5,613	5,781	5,955	6,133
Truck Fuel	20,085	20,688	21,308	21,947
Truck Registration	1,339	1,379	1,421	1,463
Shop Expenses	1,030	1,061	1,093	1,126
Monitoring Services	7,725	7,957	8,195	8,441
Supplies and Expenses	1,030	1,061	1,093	1,126
Testing / Lab Analysis	24,720	25,462	26,225	27,012
Power - 422 Falmouth Back Rd, Falmouth	1,545	1,591	1,639	1,688
Power - 17 Wilewood , Falmouth	824	849	874	900
Power - Hantsport	9,270	9,548	9,835	10,130
Insurance	3,090	3,183	3,278	3,377
Other	103	106	109	113
TOTAL TRANSMISSION AND DISTRIBUTION	585,341	602,901	620,988	639,617
ADMINISTRATION AND GENERAL				
Uncollected Accounts	515	530	546	563
General Office Expenses and Administration Fee	105,060	108,212	111,458	114,802
Mileage and Expenses	4,841	4,986	5,136	5,290
Training and Development	5,356	5,517	5,682	5,853
Conventions and Conferences	1,545	1,591	1,639	1,688
Membership Fees	618	637	656	675
Telephone	7,416	7,638	7,868	8,104
Advertising	927	955	983	1,013
General	4,429	4,562	4,699	4,840
Audit	10,712	11,033	11,364	11,705
ORDC	30,900	31,827	32,782	33,765
Regulatory Expenses	4,120	4,244	4,371	4,502
Insurance	6,077	6,259	6,447	6,641
General Property	3,090	3,183	3,278	3,377
Other	5,502	5,667	5,837	6,012
TOTAL ADMINISTRATION AND GENERAL	191,108	196,841	202,746	208,829

01-Nov-18

West Hants Water Utility Calculation of Depreciation of Tangible Plant at Total Cost 2018/19					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
			Depreciation Rate in 2017/18		316,195
LAND AND LAND RIGHTS					
Source of Supply Land	0				0
Land - General					0
STRUCTURES AND IMPROVEMENTS					0
Source of Supply Structures - Roads	5,000		5,000	0.04	200
Power and Pumping Structures	0		0	0.04	0
Purification	0		0	0.05	0
Distribution Reservoirs and Standpipes	420,000	420,000	0	0.04	16,800
Water Treatment Plant	90,000		90,000	0.04	3,600
Sludge Pond	0	0	0	0.04	0
Other- Bulk Water Station	10,000		10,000	0.05	500
Equipment	0		0		0
Electrical Pumping	460,000	450,000	10,000	0.04	18,400
Purification Equipment	6,500	0	6,500	0.05	325
Office Furniture and Equipment	0		0		0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	25,000		25,000	0.1	2,500
Software / computers	0		0	0.02	0
Control and Monitoring equipment	7,000		7,000	0.143	1,001
Geotubes for Biosolids Handling	0	0	0	0.333	0
Generator	0	0	0	0.1	0
Mains	0		0		0
Transmission	15,000	0	15,000	0.0133	200
Distribution	417,000	290,000	127,000	0.0133	5,546
Meters	38,000	0	38,000	0.05	1,900
Hydrants	6,000	0	6,000	0.0133	80
Service Upgrades	600,000	300,000	300,000	0.02	12,000
Services	14,000	0	14,000	0.02	280
Other	0	0	0	0	0
TOTAL	2,113,500	1,460,000	653,500		63,331
Source of Funding					
	Outside Sources	1,460,000	Depreciation Fund Balance beginning of year		1,222,097
	Depreciation fund	653,500	Interest on Fund balance		15,276
	Long Term Debt	0	Fund balance before expenditures		1,553,568
	Capital out of revenue	0	Depreciation Contribution for the Year		379,526
	TOTAL	2,113,500	Depreciation Spent During the Year		-653,500
			Balance after expenditures and transfer		1,279,595

West Hants Water Utility Calculation of Depreciation of Tangible Plant at Total Cost 2019/20					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
				Depreciation Rate in 2013/14	379,526
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures - Roads	5,000		5,000	0.04	200
Power and Pumping Structures	0		0	0	0
Purification	0	0	0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.04	0
Water Treatment Plant	30,000	0	30,000	0.04	1,200
Sludge Pond	0	0	0	0.05	0
Other - Dam Improvements Design	200,000		200,000	0.02	4,000
Equipment	0		0		0
Electrical Pumping	20,000	0	20,000	0.04	800
Purification Equipment	6,500	0	6,500	0.05	325
Office Furniture and Equipment	0		0		0
Transportation Equipment	24,000	0	24,000	0.1	2,400
Tools and Work Equipment	0		0	0.1	0
Software / computers	0	0	0	0.2	0
Control and Monitoring equipment	0	0	0	0.143	0
Geotubes for Biosolids Handling	0	0	0	0.333	0
Leak Detection Monitoring Equip	0		0	0.143	0
Mains	0				
Transmission	2,125,000	500,000	1,625,000	0.0133	28,263
Distribution	187,000	130,000	57,000	0.0133	2,487
Meters	19,500	0	19,500	0.05	975
Hydrants	19,000	0	19,000	0.0133	253
Service Upgrades	500,000	200,000	300,000	0.02	10,000
Services	14,000	0	14,000	0.02	280
Other	0	0	0	0	0
TOTAL	3,150,000	830,000	2,320,000	1	51,182
Source of Funding					
Outside Sources	830,000		Depreciation Fund Balance beginning of year		1,279,595
Depreciation fund	1,500,000		Interest on Fund balance		15,995
Long Term Debt	820,000		Fund balance before expenditures		1,295,590
Capital out of revenue	0		Depreciation Contribution for the Year		430,709
TOTAL	3,150,000		Depreciation Spent During the Year		-1,500,000
			Balance after expenditures and transfer		226,298

West Hants Water Utility Calculation of Depreciation of Tangible Plant at Total Cost 2020/21					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
			Depreciation Rate in 2014/15		430,709
LAND AND LAND RIGHTS					
Source of Supply Land	0	0	0	0	0
Source Water Protection		0			0
STRUCTURES AND IMPROVEMENTS		0			0
Source of Supply Structures - Roads	5,000	0	5,000	0.04	200
Power and Pumping Structures	0	0	0	0.04	0
Purification	0	0	0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.04	0
Water Treatment Plant	0	0	0	0.04	0
Sludge Pond	0	0	0	0.04	0
Other- Bulk Water Station	60,000	0	60,000	0.05	3,000
Equipment	0	0	0		0
Electrical Pumping	20,000	0	20,000	0.04	800
Purification Equipment	7,000	0	7,000	0.05	350
Office Furniture and Equipment	0	0	0	0.05	0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	0	0	0	0.1	0
Software / computers	0	0	0	0.1	0
SCADA Upgrades	0	0	0	0.143	0
Geotubes for Biosolids Handling	30,000	0	30,000	0.333	9,990
Generator	0	0	0	0.04	0
Mains	0	0	0		0
Transmission	250,000	250,000	0	0.01333	3,333
Distribution	187,000	0	187,000	0.01333	2,493
Meters	19,500	0	19,500	0.05	975
Hydrants	0	0	0	0.01333	0
Sprinkler Connections	0		0		0
Services	14,000	0	14,000	0.02	280
Other	0		0	0	0
TOTAL	592,500	250,000	342,500		21,420
Source of Funding					
Outside Sources	250,000	Depreciation Fund Balance beginning of year		226,298	
Depreciation fund	342,500	Interest on Fund balance		2,829	
Long Term Debt	0	Fund balance before expenditures		229,127	
Capital out of revenue	0	Depreciation Contribution for the Year		452,129	
TOTAL	592,500	Depreciation Spent During the Year		-342,500	
		Balance after expenditures and transfer		338,756	

West Hants Water Utility Calculation of Depreciation of Tangible Plant at Total Cost 2021/22					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
			Depreciation Rate in 2015/16		452,129
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures - Roads	5,000		5,000	0.04	200
Power and Pumping Structures	0		0		0
Purification	0		0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.1	0
Water Treatment Plant	10,000		10,000	0.04	400
Sludge Pond	0	0	0	0.1	0
Other -Watershed dam	1,500,000	500,000	1,000,000	0.02	30,000
Equipment	0		0		0
Electrical Pumping	10,000	0	10,000	0.04	400
Purification Equipment	7,000	0	7,000	0.05	350
Office Furniture and Equipment	0		0		0
Transportation Equipment	24,000	0	24,000	0.1	2,400
Tools and Work Equipment	0		0	0.1	0
Software / computers	0		0	0.2	0
Control and Monitoring equipment	0		0		0
Digital Mapping	0	0	0	0.05	0
Generator	0		0		0
Mains	0		0		0
Transmission	0	0	0	0.0133	0
Distribution	175,000	0	175,000	0.01333	2,333
Meters	19,500		19,500	0.05	975
Hydrants	20,000		20,000	0.01333	267
Sprinkler Connections	0		0		0
Services	14,000	0	14,000	0.02	280
Other	0				0
TOTAL	1,784,500	500,000	1,284,500		37,604
Source of Funding					
	Outside Sources	500,000	Depreciation Fund Balance beginning of year		338,756
	Depreciation fund	750,000	Interest on Fund balance		4,234
	Long Term Debt	534,500	Fund balance before expenditures		342,990
	Capital out of revenue	0	Depreciation Contribution for the Year		489,733
	TOTAL	1,784,500	Depreciation Spent During the Year		-750,000
			Balance after expenditures and transfer		82,724

West Hants Water Utility Calculation of Amortization on Capital Contributions (to Plant) 2018/19			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.04	0
Power and Pumping Structures	0	0.04	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	420,000	0.04	16,800
Water Treatment Plant	0	0.04	0
Test Well	0	0.04	0
Other	0	0.05	0
Equipment	0	0.00	0
Electrical Pumping	450,000	0.04	18,000
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.02	0
Control and Monitoring equipment	0	0.14	0
Digital Mapping	0	0.33	0
Generator	0	0.10	0
Mains	0	0.00	0
Transmission	0	0.01	0
Distribution	290,000	0.0133	3,857
Meters	0	0.05	0
Hydrants	0	0.01	0
Sprinkler Connections	300,000	0.02	6,000
Services	0	0.02	0
Other	0	0.00	0
TOTAL	1,460,000		44,657

West Hants Water Utility Calculation of Amoritization on Capital Contributions (to Plant) 2019/20			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.04	0
Power and Pumping Structures	0	0.00	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.04	0
Water Treatment Plant	0	0.04	0
Test Well	0	0.05	0
Other	0	0.02	0
Equipment	0	0.00	0
Electrical Pumping	0	0.04	0
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.1000	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.20	0
Control and Monitoring equipment	0	0.20	0
Digital Mapping	0	0.14	0
Generator	0	0.33	0
Mains	0	0.14	0
Transmission	500,000	0.0133	6,650
Distribution	130,000	0.0133	1,729
Meters	0	0.050	0
Hydrants	0	0.0133	0
Sprinkler Connections	200,000	0.02	4,000
Services	0	0.02	0
Other	0	0.00	0
TOTAL	830,000		12,379

West Hants Water Utility Calculation of Amortization on Capital Contributions (to Plant) 2020/21			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.04	0
Power and Pumping Structures	0	0.04	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.0400	0
Water Treatment Plant	0	0.04	0
Test Well	0	0.04	0
Other	0	0.05	0
Equipment	0	0.00	0
Electrical Pumping	0	0.04	0
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.05	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.10	0
Control and Monitoring equipment	0	0.14	0
Digital Mapping	0	0.33	0
Generator	0	0.04	0
Mains	0	0.00	0
Transmission	250,000	0.0133	3,333
Distribution	0	0.0133	0
Meters	0	0.05	0
Hydrants	0	0.01	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.00	0
TOTAL	250,000		3,333

West Hants Water Utility Calculation of Amortization on Capital Contributions (to Plant) 2021/22			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.04	0
Power and Pumping Structures	0	0.00	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.10	0
Water Treatment Plant	0	0.04	0
Test Well	0	0.10	0
Other	500,000	0.02	10,000
Equipment	0	0.00	0
Electrical Pumping	0	0.04	0
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.20	0
Control and Monitoring equipment	0	0.00	0
Digital Mapping	0	0.05	0
Generator	0	0.00	0
Mains	0	0.00	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.05	0
Hydrants	0	0.01	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.00	0
TOTAL	500,000		10,000

West Hants Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2018/19							
	Falmouth						
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	5,928		5,928	100.0%	5,928	0.0%	0
Tangible Plant	-						
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	183,490	-	183,490	90.0%	165,141	10.0%	18,349
Land - General	279,130	-	279,130	90.0%	251,217	10.0%	27,913
STRUCTURES AND IMPROVEMENTS	-	-	-		0		0
Source of Supply Structures	51,275	5,000	56,275	90.0%	50,648	10.0%	5,628
Power and Pumping Structures	90,380	-	90,380	90.0%	81,342	10.0%	9,038
Purification	760,834	-	760,834	90.0%	684,751	10.0%	76,083
Distribution Reservoirs and Standpipes	786,528	420,000	1,206,528	40.0%	482,611	60.0%	723,917
Water Treatment Plant	441,980	90,000	531,980	90.0%	478,782	10.0%	53,198
Sludge Pond	63,088	-	63,088	90.0%	56,779	10.0%	6,309
Other	-	10,000	10,000	90.0%	9,000	10.0%	1,000
Equipment	-		-		0		0
Electrical Pumping	76,870	460,000	536,870	90.0%	483,183	10.0%	53,687
Purification Equipment	2,657,433	6,500	2,663,933	90.0%	2,397,540	10.0%	266,393
Office Furniture and Equipment	-	-	-	90.0%	0	10.0%	0
Transportation Equipment	88,887	-	88,887	90.0%	79,998	10.0%	8,889
Tools and Work Equipment	11,644	25,000	36,644	90.0%	32,980	10.0%	3,664
Software / computers	-	-	-	90.0%	0	10.0%	0
Control and Monitoring equipment	-	7,000	7,000	90.0%	6,300	10.0%	700
Geotubes for Biosolids Handling	-	-	-	90.0%	0	10.0%	0
Leak Detection Monitoring Equip	-	-	-	90.0%	0	10.0%	0
Mains	-	-	-		0		0
Transmission	334,471	15,000	349,471	40.0%	139,788	60.0%	209,683
Distribution	5,070,029	417,000	5,487,029	40.0%	2,194,812	60.0%	3,292,217
Meters	983,106	38,000	1,021,106	100.0%	1,021,106	0.0%	0
Hydrants	395,096	6,000	401,096	0.0%	0	100.0%	401,096
	-	600,000	600,000	0.0%	0	100.0%	600,000
Services	440,598	14,000	454,598	100.0%	454,598	0.0%	0
Other	111,072	-	111,072	90.0%	99,965	10.0%	11,107
TOTAL	12,831,839	2,113,500	14,945,339	61.4%	9,176,468	38.6%	5,768,871

West Hants Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2019/20							
	Falmouth						
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	5,928		5,928	100.0%	5,928	0.0%	0
Tangible Plant	-	-					
LAND AND LAND RIGHTS	-	-	-				
Source of Supply Land	183,490	-	183,490	90.0%	165,141	10.0%	18,349
Land - General	279,130	-	279,130	90.0%	251,217	10.0%	27,913
STRUCTURES AND IMPROVEMENTS	-	-	-		0		0
Source of Supply Structures	56,275	5,000	61,275	90.0%	55,148	10.0%	6,128
Power and Pumping Structures	90,380	-	90,380	90.0%	81,342	10.0%	9,038
Purification	760,834	-	760,834	90.0%	684,751	10.0%	76,083
Distribution Reservoirs and Standpipes	1,206,528	-	1,206,528	40.0%	482,611	60.0%	723,917
Water Treatment Plant	531,980	30,000	561,980	90.0%	505,782	10.0%	56,198
Sludge Pond	63,088	-	63,088	90.0%	56,779	10.0%	6,309
Other-Watershed Dam	10,000	200,000	210,000	90.0%	189,000	10.0%	21,000
Equipment	-	-	-		0		0
Electrical Pumping	536,870	20,000	556,870	90.0%	501,183	10.0%	55,687
Purification Equipment	2,663,933	6,500	2,670,433	90.0%	2,403,390	10.0%	267,043
Office Furniture and Equipment	-	-	-	90.0%	0	10.0%	0
Transportation Equipment	88,887	24,000	112,887	90.0%	101,598	10.0%	11,289
Tools and Work Equipment	36,644	-	36,644	90.0%	32,980	10.0%	3,664
Software / computers	-	-	-	90.0%	0	10.0%	0
Control and Monitoring equipment	7,000	-	7,000	90.0%	6,300	10.0%	700
Geotubes for Biosolids Handling	-	-	-	90.0%	0	10.0%	0
Leak Detection Monitoring Equip	-	-	-	90.0%	0	10.0%	0
Mains	-	-	-		0		0
Transmission	349,471	2,125,000	2,474,471	40.0%	989,788	60.0%	1,484,683
Distribution	5,487,029	187,000	5,674,029	40.0%	2,269,612	60.0%	3,404,417
Meters	1,021,106	19,500	1,040,606	100.0%	1,040,606	0.0%	0
Hydrants	401,096	19,000	420,096	0.0%	0	100.0%	420,096
Sprinkler Connections	600,000	500,000	1,100,000	0.0%	0	100.0%	1,100,000
Services	454,598	14,000	468,598	100.0%	468,598	0.0%	0
Other	111,072	-	111,072	90.0%	99,965	10.0%	11,107
TOTAL	14,945,339	3,150,000	18,095,339	57.4%	10,391,718	42.6%	7,703,621

West Hants Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2020/21							
	Falmouth						
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	5,928		5,928	100.0%	5,928	0.0%	0
Tangible Plant	-						
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	183,490	0	183,490	90.0%	165,141	10.0%	18,349
Land - General	279,130	0	279,130	90.0%	251,217	10.0%	27,913
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	61,275	5,000	66,275	90.0%	59,648	10.0%	6,628
Power and Pumping Structures	90,380	0	90,380	90.0%	81,342	10.0%	9,038
Purification	760,834	0	760,834	90.0%	684,751	10.0%	76,083
Distribution Reservoirs and Standpipes	1,206,528	0	1,206,528	40.0%	482,611	60.0%	723,917
Water Treatment Plant	561,980	0	561,980	90.0%	505,782	10.0%	56,198
Sludge Pond	63,088	0	63,088	90.0%	56,779	10.0%	6,309
Other	210,000	60,000	270,000	90.0%	243,000	10.0%	27,000
Equipment	-	0	-		0		0
Electrical Pumping	556,870	20,000	576,870	90.0%	519,183	10.0%	57,687
Purification Equipment	2,670,433	7,000	2,677,433	90.0%	2,409,690	10.0%	267,743
Office Furniture and Equipment	-	0	-	90.0%	0	10.0%	0
Transportation Equipment	112,887	0	112,887	90.0%	101,598	10.0%	11,289
Tools and Work Equipment	36,644	0	36,644	90.0%	32,980	10.0%	3,664
Software / computers	-	0	-	90.0%	0	10.0%	0
SCADA Upgrades	7,000	0	7,000	90.0%	6,300	10.0%	700
Geotubes for Biosolids Handling	-	30,000	30,000	90.0%	27,000	10.0%	3,000
Leak Detection Monitoring Equip	-	0	-	90.0%	0	10.0%	0
Mains	-	0	-		0		0
Transmission	2,474,471	250,000	2,724,471	40.0%	1,089,788	60.0%	1,634,683
Distribution	5,674,029	187,000	5,861,029	40.0%	2,344,412	60.0%	3,516,617
Meters	1,040,606	19,500	1,060,106	100.0%	1,060,106	0.0%	0
Hydrants	420,096	0	420,096	0.0%	0	100.0%	420,096
Sprinkler Connections	1,100,000	0	1,100,000	0.0%	0	100.0%	1,100,000
Services	468,598	14,000	482,598	100.0%	482,598	0.0%	0
Other	111,072	0	111,072	90.0%	99,965	10.0%	11,107
TOTAL	18,095,339	592,500	18,687,839	57.3%	10,709,818	42.7%	7,978,021

West Hants Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2021/22							
	Falmouth						
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	5,928		5,928	100.0%	5,928	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	183,490	0	183,490	90.0%	165,141	10.0%	18,349
Land - General	279,130	0	279,130	90.0%	251,217	10.0%	27,913
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	66,275	5,000	71,275	90.0%	64,148	10.0%	7,128
Power and Pumping Structures	90,380	0	90,380	90.0%	81,342	10.0%	9,038
Purification	760,834	0	760,834	90.0%	684,751	10.0%	76,083
Distribution Reservoirs and Standpipes	1,206,528	0	1,206,528	40.0%	482,611	60.0%	723,917
Water Treatment Plant	561,980	10,000	571,980	90.0%	514,782	10.0%	57,198
Sludge Pond	63,088	0	63,088	90.0%	56,779	10.0%	6,309
Other	270,000	1,500,000	1,770,000	90.0%	1,593,000	10.0%	177,000
Equipment	-	0	-				
Electrical Pumping	576,870	10,000	586,870	90.0%	528,183	10.0%	58,687
Purification Equipment	2,677,433	7,000	2,684,433	90.0%	2,415,990	10.0%	268,443
Office Furniture and Equipment	-	0	-	90.0%	0	10.0%	0
Transportation Equipment	112,887	24,000	136,887	90.0%	123,198	10.0%	13,689
Tools and Work Equipment	36,644	0	36,644	90.0%	32,980	10.0%	3,664
Software / computers	-	0	-	90.0%	0	10.0%	0
SCADA Upgrades	7,000	0	7,000	90.0%	6,300	10.0%	700
Geotubes for Biosolids Handling	30,000	0	30,000	90.0%	27,000	10.0%	3,000
Leak Detection Monitoring Equip	-	0	-	90.0%	0	10.0%	0
Mains	-	0	-		0		0
Transmission	2,724,471	0	2,724,471	40.0%	1,089,788	60.0%	1,634,683
Distribution	5,861,029	175,000	6,036,029	40.0%	2,414,412	60.0%	3,621,617
Meters	1,060,106	19,500	1,079,606	100.0%	1,079,606	0.0%	0
Hydrants	420,096	20,000	440,096	0.0%	0	100.0%	440,096
Sprinkler Connections	1,100,000	0	1,100,000	0.0%	0	100.0%	1,100,000
Services	482,598	14,000	496,598	100.0%	496,598	0.0%	0
Other	111,072	0	111,072	90.0%	99,965	10.0%	11,107
TOTAL	18,687,839	1,784,500	20,472,339	59.7%	12,213,718	40.3%	8,258,621

West Hants Water Utility Allocation of Fire Protection Charges Projected Expenses for 2019/20			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	370,850	10.0%	37,085
Power and Pumping	44,728	10.0%	4,473
Water Treatment	279,951	10.0%	27,995
Transmission and Distribution	602,901	42.6%	256,669
Administration and General	196,841	10.0%	19,684
Depreciation	430,709	42.6%	183,363
Taxes	40,845	42.6%	17,389
Return on Rate Base	164,840	42.6%	70,176
Total	2,131,663	28.9%	616,834

West Hants Water Utility Allocation of Fire Protection Charges Projected Expenses for Year 2020/21			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	381,975	10.0%	38,198
Power and Pumping	46,070	10.0%	4,607
Water Treatment	288,349	10.0%	28,835
Transmission and Distribution	620,988	42.7%	265,106
Administration and General	202,746	10.0%	20,275
Depreciation	452,129	42.7%	193,018
Taxes	42,070	42.7%	17,960
Return on Rate Base	184,686	42.7%	78,844
Total	2,219,014	29.2%	646,843

West Hants Water Utility Allocation of Fire Protection Charges Projected Expenses for Year 2021/22			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	393,434	10.0%	39,343
Power and Pumping	47,452	10.0%	4,745
Water Treatment	297,000	10.0%	29,700
Transmission and Distribution	639,617	40.3%	258,024
Administration and General	208,829	10.0%	20,883
Depreciation	489,733	40.3%	197,560
Taxes	43,332	40.3%	17,480
Return on Rate Base	223,991	40.3%	90,359
Total	2,343,388	28.1%	658,095

West Hants Water Utility				
Calculation of rate Base and required Return on rate Base				
Years Ending March 31st				
	2018/19	2019/20	2020/21	2021/22
	(Actual)	(Estimate)	(Estimate)	(Estimate)
RATE BASE				
Utility plant in Service March 31st	14,945,339	18,095,339	18,687,839	20,472,339
Less Accumulated Depreciaton on actual cost of plant in service (Estimated)	(3,730,890)	(4,161,599)	(4,613,728)	(5,103,461)
Less Unamortized amount of capital contribution for plant in service	(2,999,045)	(3,772,009)	(3,961,641)	(4,391,272)
Estimated Rate Base at Year End	8,215,404	10,161,731	10,112,470	10,977,606
REQUIRED RETURN				
Non-operating Expenditures (B-2)	116,454	185,261	205,172	244,542
Less Non-operating Revenue	(2,060)	(2,122)	(2,185)	(2,251)
Less Other Non-operating Revenue (B-2)	(18,300)	(18,300)	(18,300)	(18,300)
Return on Rate Base	96,094	164,840	184,686	223,991
Required Rate of Return (Req'd Return/Est Rate Base)	1.17%	1.62%	1.83%	2.04%

West Hants Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2019/20

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	370,850	37,085	333,765							100%	333,765
Power and Pumping	44,728	4,473	40,255							100%	40,255
Water Treatment	279,951	27,995	251,956							100%	251,956
Transmission and Distribution	602,901	256,669	346,231			25%	86,558	75%	259,674		
Administration and General	196,841	19,684	177,157	10%	17,716	90%	159,441	0%	0		
Depreciation	430,709	183,363	247,346			100%	247,346				
Taxes	40,845	17,389	23,456			100%	23,456				
Return on Rate Base	164,840	70,176	94,663			40%	37,865	30%	28,399	30%	28,399
SUBTOTAL	2,131,663	616,834	1,514,829		17,716		554,666		288,073		654,374
							-				-
TOTAL	2,131,663	616,834	1,514,829		17,716		554,666		288,073		654,374

West Hants Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2020/21

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	381,975	38,198	343,778						100%	343,778	
Power and Pumping	46,070	4,607	41,463						100%	41,463	
Water Treatment	288,349	28,835	259,514						100%	259,514	
Transmission and Distribution	620,988	265,106	355,882			25%	88,971	75%	266,912		
Adminstration and General	202,746	20,275	182,472	10%	18,247	90%	164,225	0%	0		
Depreciation	452,129	193,018	259,111			100%	259,111				
Taxes	42,070	17,960	24,110			100%	24,110				
Return on Rate Base	184,686	78,844	105,842			40%	42,337	30%	31,753	30%	31,753
SUBTOTAL	2,219,014	646,843	1,572,171		18,247		578,752		298,664		676,507
TOTAL	2,219,014	646,843	1,572,171		18,247		578,752		298,664		676,507

West Hants Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2021/22

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	393,434	39,343	354,091							100%	354,091
Power and Pumping	47,452	4,745	42,707							100%	42,707
Water Treatment	297,000	29,700	267,300							100%	267,300
Transmission and Distribution	639,617	258,024	381,593			25%	95,398	75%	286,195		
Adminstration and General	208,829	20,883	187,946	10%	18,795	90%	169,151	0%	0		
Depreciation	489,733	197,560	292,173			100%	292,173				
Taxes	43,332	17,480	25,852			100%	25,852				
Return on Rate Base	223,991	90,359	133,632			40%	53,453	30%	40,090	30%	40,090
SUBTOTAL	2,343,388	658,095	1,685,293		18,795		636,027		326,285		704,187
TOTAL	2,343,388	658,095	1,685,293		18,795		636,027		326,285		704,187

Worksheet C-4

01-Nov-18

West Hants Water Utility Service Connections and Equivalents 2019/20			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
5/8"	2,376	1	2,376
3/4"	10	1.5	15
1"	19	2.5	48
1.5"	8	5	40
2"	7	8	56
3"	3	16	48
4"	2	25	50
6"	2	50	100
8"	0	90	0
TOTAL	2427		2,733

West Hants Water Utility Service Connections and Equivalents 2020/21			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
5/8"	2,381	1	2,381
3/4"	10	1.5	15
1"	19	2.5	48
1.5"	8	5	40
2"	7	8	56
3"	3	16	48
4"	2	25	50
6"	2	50	100
8"	0	90	0
TOTAL	2432		2,738

West Hants Water Utility
Service Connections and Equivalents
2021/22

Meter Size	Number of Services	Capacity Ratio	System Equivalents
5/8"	2,386	1	2,386
3/4"	10	1.5	15
1"	19	2.5	48
1.5"	8	5	40
2"	7	8	56
3"	3	16	48
4"	2	25	50
6"	2	50	100
8"	0	90	0
TOTAL	2437		2,743

West Hants Water Utility
Service Connections and Equivalents
2019/20

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
5/8"	1	202.99	7.30	210.29	52.57
3/4"	1.5	304.48	7.30	311.78	77.95
1"	2.5	507.47	7.30	514.77	128.69
1.5"	5	1,014.94	7.30	1,022.24	255.56
2"	8	1,623.91	7.30	1,631.21	407.80
3"	16	3,247.82	7.30	3,255.12	813.78
4"	25	5,074.71	7.30	5,082.01	1,270.50
6"	50	10,149.43	7.30	10,156.73	2,539.18
8"	90	18,268.97	7.30	18,276.27	4,569.07
TOTAL					

West Hants Water Utility
Service Connections and Equivalents
2020/21

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
5/8"	1	211.42	7.50	218.92	54.73
3/4"	1.5	317.12	7.50	324.63	81.16
1"	2.5	528.54	7.50	536.04	134.01
1.5"	5	1,057.08	7.50	1,064.59	266.15
2"	8	1,691.33	7.50	1,698.83	424.71
3"	16	3,382.66	7.50	3,390.17	847.54
4"	25	5,285.41	7.50	5,292.91	1,323.23
6"	50	10,570.82	7.50	10,578.32	2,644.58
8"	90	19,027.48	7.50	19,034.98	4,758.75
TOTAL					

West Hants Water Utility
Service Connections and Equivalents
2021/22

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
5/8"	1	231.92	7.71	239.63	59.91
3/4"	1.5	347.87	7.71	355.58	88.90
1"	2.5	579.79	7.71	587.50	146.88
1.5"	5	1,159.58	7.71	1,167.29	291.82
2"	8	1,855.32	7.71	1,863.03	465.76
3"	16	3,710.64	7.71	3,718.35	929.59
4"	25	5,797.88	7.71	5,805.59	1,451.40
6"	50	11,595.76	7.71	11,603.47	2,900.87
8"	90	20,872.36	7.71	20,880.07	5,220.02
TOTAL					

Worksheet C-6

01-Nov-18

West Hants Water Utility Water Consumption by Block		
Meter Size	2018/19	2019/20
	Total 1st Block Cubic Metres	Total 1st Block Cubic Metres
Unmetered		
5/8"	356,860	351,507
3/4"	2,213	2,213
1"	13,698	13,698
1.5"	9,063	9,063
2"	8,020	8,020
3"	17,313	17,313
4"	2,229	2,229
6"	0	31,792
8"		
TOTAL	409,396	435,835

West Hants Water Utility Water Consumption by Block		
Meter Size	2020/21	2021/22
	Total 1st Block Cubic Metres	Total 1st Block Cubic Metres
Unmetered		
5/8"	346,985	342,532
3/4"	2,213	2,213
1"	13,698	13,698
1.5"	9,063	9,063
2"	8,020	8,020
3"	17,313	17,313
4"	2,229	2,229
6"	31,792	31,792
8"		
TOTAL	431,313	426,860

Worksheet C-7

01-Nov-18

West Hants Water Utility Calculation of Consumption Charge 2019/20		
NET PRODUCTION EXPENSE		Cubic Metres
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		1.50
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		0.66
TOTAL CONSUMPTION CHARGE		2.16

West Hants Water Utility Calculation of Consumption Charge 2020/21		
NET PRODUCTION EXPENSE		Cubic Metres
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		1.57
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		0.69
TOTAL CONSUMPTION CHARGE		2.26

West Hants Water Utility Calculation of Consumption Charge 2021/22		
NET PRODUCTION EXPENSE		Cubic Metres
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		1.65
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6		0.76
TOTAL CONSUMPTION CHARGE PER 1000 imp Gallons		2.41

Worksheet C-8

01-Nov-18

West Hants Water Utility
Water Consumption by Block
2019/20

BASE CHARGE

<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>
5/8"	2,376	210.29	499,644
3/4"	10	311.78	3,118
1"	19	514.77	9,781
1.5"	8	1,022.24	8,178
2"	7	1,631.21	11,418
3"	3	3,255.12	9,765
4"	2	5,082.01	10,164
6"	2	10,156.73	20,313
8"	0	18,276.27	0

TOTAL BASE REVENUE 572,382

CONSUMPTION CHARGE

	Quantity	per cubic meter	
			-
1st Block	435,835	2.16	942,447
TOTAL CONSUMPTION REVENUE			942,447

TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION) 1,514,829

West Hants Water Utility
Water Consumption by Block
2020/21

BASE CHARGE

<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>
5/8"	2,381	218.92	521,247
3/4"	10	324.63	3,246
1"	19	536.04	10,185
1.5"	8	1,064.59	8,517
2"	7	1,698.83	11,892
3"	3	3,390.17	10,170
4"	2	5,292.91	10,586
6"	2	10,578.32	21,157
8"	0	19,034.98	0

TOTAL BASE REVENUE 597,000

CONSUMPTION CHARGE

	Quantity	per cubic meter	
1st Block	431,313	2.26	975,171
TOTAL CONSUMPTION REVENUE			975,171

TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION) 1,572,171

West Hants Water Utility Water Consumption by Block 2021/22			
BASE CHARGE			
<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>
5/8"	2,386	239.63	571,751
3/4"	10	355.58	3,556
1"	19	587.50	11,163
1.5"	8	1,167.29	9,338
2"	7	1,863.03	13,041
3"	3	3,718.35	11,155
4"	2	5,805.59	11,611
6"	2	11,603.47	23,207
8"	0	20,880.07	0
TOTAL BASE REVENUE			654,822
CONSUMPTION CHARGE			
	Quantity	per cubic meter	
1st Block	426,860	2.41	1,030,471
TOTAL CONSUMPTION REVENUE			1,030,471
TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION)			1,685,293

West Hants Water Utility Calculation of Bulk Water Rate Years Ending March 31st			
	2019/20	2020/21	2021/22
Cost Base			
Total Operating Expenses (Worksheet B-2)	1,966,824	2,034,327	2,119,397
Total Non Operating Expenses (Worksheet B-2)	185,261	205,172	244,542
Total Expenses	2,152,085	2,239,499	2,363,939
Water Consumption in Cubic Meters	435,835	431,313	426,860
Unit Calculations			
Unit cost per cubic metre	4.94	5.19	5.54
Operating cost and profit mark-up	30%	30%	30%
Bulk rate per cubic metre	6.42	6.75	7.20

Worksheet D-1

Hantsport

01-Nov-18

West Hants Water Utility										
Comparison of Current Water Rates with Proposed New Rates										
2018/19										
Meter Size	Average Quarterly Consumption	Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
		1st Block	Current		Proposed	Current		Proposed	Current	
5/8"	37	91.12	52.57	-42.3%	80.26	79.98	-0.4%	171.38	132.55	-22.7%
3/4"	55	134.15	77.95	-41.9%	120.06	119.63	-0.4%	254.21	197.58	-22.3%
1"	180	220.19	128.69	-41.6%	391.11	389.74	-0.4%	611.30	518.44	-15.2%
1.5"	283	435.31	255.56	-41.3%	614.58	612.43	-0.4%	1,049.89	867.99	-17.3%
2"	286	693.45	407.80	-41.2%	621.55	619.37	-0.4%	1,315.00	1,027.17	-21.9%
3"	1,443		813.78			3,119.79				
4"	279	2,156.26	1,270.50	-41.1%	604.62	602.50	-0.4%	2,760.88	1,873.00	-32.2%
6"	3,974	4,307.45	2,539.18	-41.1%		8,593.35				

TMP/Wentworth

01-Nov-18

West Hants Water Utility Comparison of Current Water Rates with Proposed New Rates 2018/19										
Meter Size	Average Quarterly Consumption			Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	Current	Base Charge Proposed		Current	Proposed		Current	Proposed	
5/8"	37	42.65	52.57	23.3%	92.50	79.98	-13.5%	135.15	132.55	-1.9%
3/4"	55	63.34	77.95	23.1%	138.37	119.63	-13.5%	201.71	197.58	-2.0%
1"	180	104.74	128.69	22.9%	450.77	389.74	-13.5%	555.51	518.44	-6.7%
1.5"	283	208.23	255.56	22.7%	708.33	612.43	-13.5%	916.56	867.99	-5.3%
2"	286	332.41	407.80	22.7%	716.36	619.37	-13.5%	1,048.77	1,027.17	-2.1%
3"	1,443		813.78	#DIV/0!		3,119.79				
4"	279		1,270.50	#DIV/0!		602.50				
6"	3,974		2,539.18			8,593.35				

Falmouth

West Hants Water Utility Comparison of Current Water Rates with Proposed New Rates 2018/19										
Meter Size	Average Quarterly Consumption			Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	Current	Base Charge Proposed		Current	Proposed		Current	Proposed	
5/8"	37	36.29	52.57	44.9%	51.41	79.98	55.6%	87.70	132.55	51.1%
3/4"	55	53.68	77.95	45.2%	77.03	119.63	55.3%	130.71	197.58	51.2%
1"	180	88.47	128.69	45.5%	250.94	389.74	55.3%	339.41	518.44	52.7%
1.5"	283	175.44	255.56	45.7%	394.32	612.43	55.3%	569.76	867.99	52.3%
2"	286	279.81	407.80	45.7%	398.79	619.37	55.3%	678.60	1,027.17	51.4%
3"	1,443	558.12	813.78	45.8%	2,008.73	3,119.79	55.3%	2,566.85	3,933.57	53.2%
4"	279		1,270.50			602.50				
6"	3,974		2,539.18			8,593.35				

West Hants Water Utility											
Comparison of Current Water Rates with Proposed New Rates											
2019/20											
Meter Size	Average Quarterly Consumption		Base Charge	Proposed	Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	Current				Current	Proposed		Current	Proposed	
5/8"	36	52.57	54.73	4.1%	79.98	82.37	3.0%	132.55	137.10	3.4%	
3/4"	55	77.95	81.16	4.1%	119.63	125.09	4.6%	197.58	206.24	4.4%	
1"	180	128.69	134.01	4.1%	389.74	407.50	4.6%	518.44	541.51	4.5%	
1.5"	283	255.56	266.15	4.1%	612.43	640.34	4.6%	867.99	906.49	4.4%	
2"	286	407.80	424.71	4.1%	619.37	647.60	4.6%	1,027.17	1,072.30	4.4%	
3"	1,443	813.78	847.54	4.1%	3,119.79	3,261.96	4.6%	3,933.57	4,109.50	0.0%	
4"	279	1,270.50	1,323.23	4.1%	602.50	629.95	4.6%	1,873.00	1,953.18	4.3%	
6"	3,974	2,539.18	2,644.58	4.2%	8,593.35	8,984.95	4.6%	11,132.53	11,629.53	4.5%	

West Hants Water Utility										
Comparison of Current Water Rates with Proposed New Rates										
2020/21										
Meter Size	Average Quarterly Consumption	Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	Current	Proposed		Current	Proposed		Current	Proposed	
5/8"	36	54.73	59.91	9.5%	82.37	86.64	5.2%	137.10	146.55	6.9%
3/4"	55	81.16	88.90	9.5%	125.09	133.56	6.8%	206.24	222.45	7.9%
1"	180	134.01	146.88	9.6%	407.50	435.11	6.8%	541.51	581.98	7.5%
1.5"	283	266.15	291.82	9.6%	640.34	683.71	6.8%	906.49	975.53	7.6%
2"	286	424.71	465.76	9.7%	647.60	691.46	6.8%	1,072.30	1,157.22	7.9%
3"	1,443	847.54	929.59	9.7%	3,261.96	3,482.91	6.8%	4,109.50	4,412.50	7.4%
4"	279	1,323.23	1,451.40	9.7%	629.95	672.62	6.8%	1,953.18	2,124.02	8.7%
6"	3,974	2,644.58	2,900.87	9.7%	8,984.95	9,593.54	6.8%	11,629.53	12,494.40	7.4%

West Hants Water Utility

Comparative Statement of Operations

Fiscal Years ending March 31st

	2017/18 Year	Projection Using Proposed Rates		
		2019/20 Test Yr 1	2020/21 Test Yr 2	2021/22 Test Yr 3
OPERATING REVENUES				
Metered Sales	1,300,000	1,514,829	1,572,171	1,685,293
Public Fire Protection	604,438	616,834	646,843	658,095
Total	1,904,438	2,131,663	2,219,014	2,343,388
OPERATING EXPENDITURES				
Source of Supply	369,485	370,850	381,975	393,434
Power and Pumping	43,425	44,728	46,070	47,452
Water Treatment	271,797	279,951	288,349	297,000
Transmission and Distribution	585,341	602,901	620,988	639,617
Administration and General	191,108	196,841	202,746	208,829
Depreciation	379,526	430,709	452,129	489,733
Taxes	39,655	40,845	42,070	43,332
Total	1,880,337	1,966,824	2,034,327	2,119,397
OPERATING PROFIT (LOSS)				
LESS NON-OPERATING REVENUES				
Interest	2,060	2,122	2,185	2,251
Transfer from Reserves	0	0	0	0
Other	0	0	0	0
Total	2,060	2,122	2,185	2,251
OTHER OPERATING REVENUES				
Interest on Overdue Accounts	4,000	4,000	4,000	4,000
Sprinklers/Private Hydrants	800	800	800	800
Other Revenue	13,500	13,500	13,500	13,500
Total	18,300	18,300	18,300	18,300
NON-OPERATING EXPENDITURES				
Debt Charges - Principal	60,133	60,133	87,814	87,814
Debt Charges - Interest	46,321	43,637	35,867	32,347
Capital out of Revenue	0	0	0	0
Transfer to reserve for sludge handling	10,000	10,000	10,000	10,000
Earnings	0	0	0	0
Total	116,454	185,261	205,172	244,542
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-71,993	0	0	0

Appendix 1

Loan Calculator Long Term Debt 2018/19

Interest Rate	6.0%
Term in years	20
Capital \$	-

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$0.00	\$0.00	-	-
2	\$0.00	\$0.00	-	-
3	\$0.00	\$0.00	-	-
4	\$0.00	\$0.00	-	-
5	\$0.00	\$0.00	-	-
6	\$0.00	\$0.00	-	-
7	\$0.00	\$0.00	-	-
8	\$0.00	\$0.00	-	-
9	\$0.00	\$0.00	-	-
10	\$0.00	\$0.00	-	-
11	\$0.00	\$0.00	-	-
12	\$0.00	\$0.00	-	-
13	\$0.00	\$0.00	-	-
14	\$0.00	\$0.00	-	-
15	\$0.00	\$0.00	-	-
16	\$0.00	\$0.00	-	-
17	\$0.00	\$0.00	-	-
18	\$0.00	\$0.00	-	-
19	\$0.00	\$0.00	-	-
20	\$0.00	\$0.00	-	-

Loan Calculator Long Term Debt 2019/20

Interest Rate	6.0%
Term in years	20
Capital \$	820,000

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$22,291.34	\$49,200.00	71,491.34	797,708.66
2	\$23,628.82	\$47,862.52	71,491.34	774,079.85
3	\$25,046.55	\$46,444.79	71,491.34	749,033.30
4	\$26,549.34	\$44,942.00	71,491.34	722,483.96
5	\$28,142.30	\$43,349.04	71,491.34	694,341.66
6	\$29,830.84	\$41,660.50	71,491.34	664,510.83
7	\$31,620.69	\$39,870.65	71,491.34	632,890.14
8	\$33,517.93	\$37,973.41	71,491.34	599,372.21
9	\$35,529.00	\$35,962.33	71,491.34	563,843.21
10	\$37,660.74	\$33,830.59	71,491.34	526,182.46
11	\$39,920.39	\$31,570.95	71,491.34	486,262.07
12	\$42,315.61	\$29,175.72	71,491.34	443,946.46
13	\$44,854.55	\$26,636.79	71,491.34	399,091.91
14	\$47,545.82	\$23,945.51	71,491.34	351,546.09
15	\$50,398.57	\$21,092.77	71,491.34	301,147.52
16	\$53,422.49	\$18,068.85	71,491.34	247,725.03
17	\$56,627.83	\$14,863.50	71,491.34	191,097.20
18	\$60,025.50	\$11,465.83	71,491.34	131,071.69
19	\$63,627.04	\$7,864.30	71,491.34	67,444.66
20	\$67,444.66	\$4,046.68	71,491.34	(0.00)

Loan Calculator
Long Term Debt
2020/21

Interest Rate	6.0%
Term in years	20
Capital \$	-

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$0.00	\$0.00	-	-
2	\$0.00	\$0.00	-	-
3	\$0.00	\$0.00	-	-
4	\$0.00	\$0.00	-	-
5	\$0.00	\$0.00	-	-
6	\$0.00	\$0.00	-	-
7	\$0.00	\$0.00	-	-
8	\$0.00	\$0.00	-	-
9	\$0.00	\$0.00	-	-
10	\$0.00	\$0.00	-	-
11	\$0.00	\$0.00	-	-
12	\$0.00	\$0.00	-	-
13	\$0.00	\$0.00	-	-
14	\$0.00	\$0.00	-	-
15	\$0.00	\$0.00	-	-
16	\$0.00	\$0.00	-	-
17	\$0.00	\$0.00	-	-
18	\$0.00	\$0.00	-	-
19	\$0.00	\$0.00	-	-
20	\$0.00	\$0.00	-	-

Loan Calculator
Long Term Debt
2021/22

Interest Rate	5.0%
Term in years	20
Capital \$	534,500

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$16,164.66	\$26,725.00	42,889.66	518,335.34
2	\$16,972.90	\$25,916.77	42,889.66	501,362.44
3	\$17,821.54	\$25,068.12	42,889.66	483,540.90
4	\$18,712.62	\$24,177.05	42,889.66	464,828.28
5	\$19,648.25	\$23,241.41	42,889.66	445,180.03
6	\$20,630.66	\$22,259.00	42,889.66	424,549.37
7	\$21,662.19	\$21,227.47	42,889.66	402,887.18
8	\$22,745.30	\$20,144.36	42,889.66	380,141.87
9	\$23,882.57	\$19,007.09	42,889.66	356,259.31
10	\$25,076.70	\$17,812.97	42,889.66	331,182.61
11	\$26,330.53	\$16,559.13	42,889.66	304,852.08
12	\$27,647.06	\$15,242.60	42,889.66	277,205.02
13	\$29,029.41	\$13,860.25	42,889.66	248,175.60
14	\$30,480.88	\$12,408.78	42,889.66	217,694.72
15	\$32,004.93	\$10,884.74	42,889.66	185,689.79
16	\$33,605.17	\$9,284.49	42,889.66	152,084.62
17	\$35,285.43	\$7,604.23	42,889.66	116,799.19
18	\$37,049.70	\$5,839.96	42,889.66	79,749.49
19	\$38,902.19	\$3,987.47	42,889.66	40,847.30
20	\$40,847.30	\$2,042.36	42,889.66	-

SCHEDULES A, B, AND C
RATES AND CHARGES

SCHEDULE "A"
WEST HANTS WATER UTILITY

SCHEDULE OF RATES AND CHARGES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2019)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.25 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the West Hants Water Utility of the Municipality of the District of West Hants.

1. **RATES:**

(a) **Base Charges**

Quarterly

Size of Meter

5/8"	52.57
3/4"	77.95
1"	128.69
1.5"	255.56
2"	407.80
3"	813.78
4"	1,270.50
6"	2,539.18
8"	4,569.07

(b) **Consumption Rate**

\$2.16 per cubic metre
\$9.82 per 1,000 imp. gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

2. PUBLIC FIRE PROTECTION RATE

The Municipality of the District of West Hants, the Municipality of the County of Kings, and the Gloosecap First Nation shall pay annually to the Utility for fire protection on or before September 30, 2019 the sum of \$616,843.

The fire protection charge shall be apportioned among the Municipality of the District of West Hants, the Municipality of the County Kings, and the Glooscap First Nation based on the number of hydrants owned and operated by the Utility as the April 1, 2019 in each location.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$250.00
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Each building serviced by a sprinkler service pipe of 8" or more in diameter	\$300.00
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4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT CONNECTION RATES

Per hydrant per year \$250.00.

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption

A

charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGE FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

8. CUSTOMER ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred. The Customer Account Creation Fee includes the initial turn-on of the water service to the customer's providing it happens during regular working hours. If the customer requests the initial turn-on be done outside of regular working hours the fee shall be \$150.00 including the Customer Account Creation Fee.

9. CONNECTION FEE

The Utility shall charge a \$50.00 connection fee for turning water on at a customer's premises. If connection is outside of regular working hours, the charge is \$150.00.

10. DISCONNECTION FEE

There is no charge for turning off water to a customer's premises. A connection charge, as noted in Item # 9 above, shall apply when the water is turned on. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed at the customer's expense.

11. SPECIAL SERVICE CHARGE:

A minimum special service charge of \$50.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a requested service not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. The exact charge will be calculated based on the time and materials used by the Utility plus 30% for overhead and profit. The customer shall be informed if the charge will exceed the \$50.00 minimum prior to the service being provided.

12. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$25.00 administration fee plus any additional bank charges for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

13. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$50.00 for each visit if, in the judgment of the Utility, it is required.

14. CHARGE FOR REVIEW OF DRAWINGS AND SPECIFICATIONS

The Utility shall levy a charge with any person requesting a review of Design Drawings and specifications for additions and or extensions to the Utility's system. The charge shall be \$1.00 per lineal foot (\$3.28 per lineal metre) for reviews undertaken by Utility Staff. If the services of an external Consulting Engineer is deemed necessary by the Utility the charge shall be the total amount paid to the Consulting Engineer plus 25% for the Utility to coordinate the review. Payment is due when the Design Drawings are approved by the Utility.

The Utility will undertake audit inspections of the water system including the building service connections. The applicant shall pay 2% of the construction cost estimate for inspection fees.

15. BULK WATER

Bulk water will be provided to water haulers who have been approved by the Utility at the designated location at a cost of \$6.42 per cubic metre or part thereof with a minimum charge of \$40.00. Such charge shall be rendered for each loading.

SCHEDULE "B"

WEST HANTS WATER UTILITY

SCHEDULE OF RATES AND CHARGES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2020)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.25 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the West Hants Water Utility of the Municipality of the District of West Hants.

1. **RATES:**

(a) **Base Charges**

Quarterly

Size of Meter

5/8"	54.73
3/4"	81.16
1"	134.01
1.5"	266.15
2"	424.71
3"	847.54
4"	1,323.23
6"	2,644.58
8"	4,758.75

(b) **Consumption Rate**

\$2.26 per cubic metre
\$10.26 per 1,000 imp. gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

2. PUBLIC FIRE PROTECTION RATE

The Municipality of the District of West Hants, the Municipality of the County of Kings, and the Gloosecap First Nation shall pay annually to the Utility for fire protection on or before September 30, 2020 the sum of \$646,843.

The fire protection charge shall be apportioned among the Municipality of the District of West Hants, the Municipality of the County Kings, and the Glooscap First Nation based on the number of hydrants owned and operated by the Utility as the April 1, 2020 in each location.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$250.00
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Each building serviced by a sprinkler service pipe of 8" or more in diameter	\$300.00
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4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE CONNECTION HYDRANT RATES

Per hydrant per year \$250.00.

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption

B

charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGE FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

8. CUSTOMER ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred. The Customer Account Creation Fee includes the initial turn-on of the water service to the customer's providing it happens during regular working hours. If the customer requests the initial turn-on be done outside of regular working hours the fee shall be \$150.00 including the Customer Account Creation Fee.

9. CONNECTION FEE

The Utility shall charge a \$50.00 connection fee for turning water on at a customer's premises. If connection is outside of regular working hours, the charge is \$150.00.

10. DISCONNECTION FEE

There is no charge for turning off water to a customer's premises. A connection charge, as noted in Item # 9 above, shall apply when the water is turned on. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed at the customer's expense.

11. SPECIAL SERVICE CHARGE:

A minimum special service charge of \$50.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a requested service not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. The exact charge will be calculated based on the time and materials used by the Utility plus 30% for overhead and profit. The customer shall be informed if the charge will exceed the \$50.00 minimum prior to the service being provided.

12. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$25.00 administration fee plus any additional bank fees for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

13. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$50.00 for each visit if, in the judgment of the Utility, it is required.

14. CHARGE FOR REVIEW OF DRAWINGS AND SPECIFICATIONS

The Utility shall levy a charge with any person requesting a review of Design Drawings and specifications for additions and or extensions to the Utility's system. The charge shall be \$1.00 per lineal foot (\$3.28 per lineal metre) for reviews undertaken by Utility Staff. If the services of an external Consulting Engineer is deemed necessary by the Utility the charge shall be the total amount paid to the Consulting Engineer plus 25% for the Utility to coordinate the review. Payment is due when the Design Drawings are approved by the Utility.

The Utility will undertake audit inspections of the water system including the building service connections. The applicant shall pay 2% of the construction cost estimate for inspection fees.

15. BULK WATER

Bulk water will be provided to water haulers who have been approved by the Utility at the designated location at a cost of \$6.75 per cubic metre or part thereof with a minimum charge of \$40.00. Such charge shall be rendered for each loading.

SCHEDULE "C"

WEST HANTS WATER UTILITY

SCHEDULE OF RATES AND CHARGES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2021)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.25 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the West Hants Water Utility of the Municipality of the District of West Hants.

1. RATES:

(a) Base Charges

Quarterly

Size of Meter

5/8"	59.91
3/4"	88.90
1"	146.88
1.5"	291.82
2"	465.76
3"	929.59
4"	1,451.40
6"	2,900.87
8"	5,220.02

(b) Consumption Rate

\$2.41 per cubic metre
\$10.96 per 1,000 imp. gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

2. PUBLIC FIRE PROTECTION RATE

The Municipality of the District of West Hants, the Municipality of the County of Kings, and the Gloosecap First Nation shall pay annually to the Utility for fire protection on or before September 30, 2021 the sum of \$658,095.

The fire protection charge shall be apportioned among the Municipality of the District of West Hants, the Municipality of the County Kings, and the Glooscap First Nation based on the number of hydrants owned and operated by the Utility as the April 1, 2021 in each location.

For subsequent years, the annual public fire protection rate shall be based on the above or:

(a) the sum of 40.3% of transmission and distribution, taxes and depreciation expenses of the Utility and return on rate base of the immediately preceding year, plus

(b) 10 % of all other expenses,
whichever is the greater.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$250.00
Each building serviced by a sprinkler service pipe of 8" or more in diameter	\$300.00

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE CONNECTION HYDRANT RATES

Per hydrant per year \$250.00

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6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGE FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

8. CUSTOMER ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred. The Customer Account Creation Fee includes the initial turn-on of the water service to the customer's providing it happens during regular working hours. If the customer requests the initial turn-on be done outside of regular working hours the fee shall be \$150.00 including the Customer Account Creation Fee.

9. CONNECTION FEE

The Utility shall charge a \$50.00 connection fee for turning water on at a customer's premises. If connection is outside of regular working hours, the charge is \$150.00.

10. DISCONNECTION FEE

There is no charge for turning off water to a customer's premises. A connection charge, as noted in Item # 9 above, shall apply when the water is turned on. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed at the customer's expense.

11. SPECIAL SERVICE CHARGE:

A minimum special service charge of \$50.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a requested service not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. The exact charge will be calculated based on the time and materials used by the Utility plus 30% for overhead and profit. The customer shall be informed if the charge will exceed the \$50.00 minimum prior to the service being provided.

12. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$25.00 administration fee plus any additional bank charges for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

13. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$50.00 for each visit if, in the judgment of the Utility, it is required.

14. CHARGE FOR REVIEW OF DRAWINGS AND SPECIFICATIONS

The Utility shall levy a charge with any person requesting a review of Design Drawings and specifications for additions and or extensions to the Utility's system. The charge shall be \$1.00 per lineal foot (\$3.28 per lineal metre) for reviews undertaken by Utility Staff. If the services of an external Consulting Engineer is deemed necessary by the Utility the charge shall be the total amount paid to the Consulting Engineer plus 25% for the Utility to coordinate the review. Payment is due when the Design Drawings are approved by the Utility.

The Utility will undertake audit inspections of the water system including the building service connections. The applicant shall pay 2% of the construction cost estimate for inspection fees.

15. BULK WATER

Bulk water will be provided to water haulers who have been approved by the Utility at the designated location at a cost of \$7.20 per cubic metre or part thereof with a minimum charge of \$40.00. Such charge shall be rendered for each loading.

SCHEDULE D
RULES AND REGULATIONS

WEST HANTS WATER UTILITY

**SCHEDULE OF RULES AND REGULATIONS
GOVERNING THE SUPPLY OF WATER AND WATER SERVICES
(Effective 1 April 2019)**

1. In these Rules and regulations, unless the context otherwise requires, the expression:

“Municipality” means the Municipality of the District of West Hants

“Utility” means the West Hants Water Utility.

“Customer” means a person, a property owner, firm or corporation who, or which, contracts to be supplied with water at a specific location or locations.

“Domestic Service” means that type of service supplied to the owner or his authorized agent or to the occupant or tenant of any space or area occupied for the distinct purpose of a dwelling house, rooming house, apartment, flat, etc.

“Metered Rate Service” means that type of service charged for at metered rates. Metered rate service is required for all new services.

2. **LIABILITY FOR PAYMENT OF WATER BILL:** An agreement/contract is deemed to exist between a customer and the Utility for the supply of water service at such rates and in accordance with these Regulations by virtue of:

- a) the customer applying for and receiving approval for water service;
- b) the customer consuming or paying for water service from the date that the customer who is a party to an agreement pursuant to clause (a) (the customer of record) moves out of the premises, in which case the customer of record shall remain jointly and severally liable for the water service account up to the date the Utility is notified that the customer of record wishes to terminate the supply of water service.

A property owner who rents or leases a property or self-contained unit to a tenant or lessee shall be required to open an account for the provision of water at the property rented or leased.

- 1. Any person, business or corporation that receives water service without the consent of the Utility, shall be liable for the cost of such water service which cost shall be determined in the sole discretion of the Utility based upon its reasonable estimate of the amount of water utilized.
3. Where service is supplied to a condominium unit, the Condominium Corporation in which the unit is situated shall be deemed to be the customer of record and shall be liable for payment of the service bill for the condominium unit.

4. **DEPOSITS:** An applicant for service shall deposit with the Utility a sum of \$100.00. This deposit shall be held by the Utility as collateral security for the payment of the customer's bills, but is not to be considered as a payment on account thereof. When the customer ceases to use the service and discharges all their liability to the Utility in respect of such service, the deposit shall be returned to him with interest based on the rate of interest obtained by the Municipality of the District of West Hants on its surplus cash balances on deposit with its banker as at March 31 of each fiscal year.
5. **REFUSAL OF SERVICE:** Service may be refused or suspended to any customer who has failed to discharge all of his liabilities to the Utility.
6. **BILLING:** If an agreement/contract is entered into or terminated at any time other than a regular billing date, the amount to be charged to the customer shall be the pro rata proportion to the next billing date, of the regular service charge for the billing period, plus the consumption charge, if any.

The Utility charges the base rate for the entire year for seasonal customers. The quarterly base rate charge will apply for each quarter regardless of water turn-offs.

7. **PAYMENT OF BILLS:** Bills shall be rendered to each customer at intervals of approximately three months (quarterly) and shall be payable within thirty days after the date rendered. Bills are due on the billing date and bills not paid within thirty days after the billing date shall be subject to the interest charge as set out in the Schedule of Rates and Charges.
8. **ADJUSTMENT OF BILLS:**
 - (a) Where meters exist - If the seal of a meter is broken or if a meter does not register correctly, the bill for that water service shall be estimated in accordance with the best data available. Any customer desiring to question a water bill must do so in writing within 30 days of the bill being rendered.
 - (b) Customers Under billed - Should it be necessary for the Utility to make a billing adjustment as a result of a customer being under billed for any reason, such adjustment shall be retroactive for a maximum of four billing periods or one year, whichever is the longest. Notwithstanding the above, in the event that a billing adjustment is the result of the customer's illegal connection to the water system or willful interference or damage of metering equipment (where they exist), the billing adjustment in such circumstances will not be limited to one year or four billing periods, but rather the customer shall be responsible for all payments of such accounts from the date such illegal connection or interference to meter equipment took place.
 - (c) Customer Over billed - In the event a customer has been billed in error for a Service they did not receive, the Utility will reimburse such customer the amount billed to and paid by the customer, together with interest calculated as simple interest paid

on savings accounts by the Utility's bank, respecting the period during which the customer was incorrectly billed by the Utility, such period not to exceed five years.

9. **METER READING:** In the case of Metered Service Customers who are billed quarterly, meters shall be read in at least two of the four quarters, normally, the second and fourth, and, subject to Regulation 9, each billing for these quarters shall be based upon the meter reading with adjustment for any earlier estimated reading. The Utility may, at its option, estimate the readings in the alternate quarters based on the actual consumption from the previous quarter. In the case of Metered Service Customers who are billed monthly, meters shall be read monthly.
10. **ESTIMATED READINGS FOR BILLING PURPOSES - METERED CUSTOMERS:** If the Utility is unable to obtain a meter reading for billing purposes, after exercising due diligence in the usual practice of meter reading, the bill for that service shall be estimated in accordance with the best data available, subject, however, to the provision that in no circumstance will an estimated reading be used for more than two (2) consecutive billing periods. If an estimated bill is rendered for two (2) consecutive billing periods, the Utility shall notify the customer by regular mail that arrangements must be made for the Utility to obtain a reading and failing such arrangements, the Utility may suspend service until such arrangements are made. When such meter reading has been obtained the previous estimated bill or bills shall be adjusted accordingly.
11. **SUSPENSION OF SERVICE FOR NON PAYMENT BILLS:** The Utility shall have the right to enter onto customers' premises within reasonable hours to suspend service to customers whose bills remain unpaid for more than forty calendar days after the date rendered. The customer shall pay the reconnection fee as set out in the Charges for Re-establishing Water Service in the Schedule of Rates and Charges when the suspension order is created. Service suspension can be delayed if approved payment arrangements have been made and the customer is in compliance with arrangements.
12. **WATER TO BE SUPPLIED BY METER:** Except where water is used for construction purposes from a hydrant under the supervision of the Utility and except as in these regulations otherwise provided, all services other than those used exclusively for fire protection shall be metered. The Utility shall determine the size and type of meter to be installed in each case. All meters shall be the property of the Utility.
13. **INSTALLATION AND REMOVAL OF METERS:** Meters shall be installed and removed only by employees or duly authorized representatives of the Utility and no other person shall install, alter, change or remove a meter without the written permission of the Utility. The plumbing and connections shall be properly prepared to receive the installation of such meters to the approval of and without expense to the Utility.
14. **METER READERS:** Each meter reader shall be provided with an official identification, which he/she shall exhibit on request.
15. **ACCESS TO CUSTOMER'S PREMISES:** Representatives of the Utility shall have right

of access to all parts of a customer's property or premises at all reasonable hours for the purpose of inspecting any water pipes or fittings, or appliances, or discontinuing service, or for the purpose of installing, removing, repairing, reading or inspecting meters. The Utility shall have the right to suspend service to any customer who refuses such access.

16. **LOCATION OF METERS:** The Utility shall have the right to refuse service to, or suspend the service of, any customer who does not provide a place which, in the opinion of the Utility, is suitable for the meter. It should be in the building served, at or near the point of entry of the service pipe, in a place where it can be easily read and exchanged and where it will not be exposed to freezing temperatures.

Where the premises of a customer are of such a nature that a meter cannot be properly installed in a building or if the building is not sufficiently frost-proof as to guarantee the safety of the meter, the Utility may order the construction of a suitable frost-proof box in which the meter can be installed. Service to such premises may be refused or suspended until such a frost-proof box approved by the Utility is installed.

17. **DAMAGE TO WATER METERS:** Each customer shall be responsible for the meter installed on his service and shall protect it. He shall be liable for any damage to the meter resulting from carelessness, hot water or steam, or the action of frost or from any other cause not the fault of the Utility or its employees. The cost to the Utility occasioned by such damage to the meter shall be paid by the customer. If after the rendering of a bill by the Utility to the customer for such cost the same is not paid within 40 calendar days from the date rendered, the supply of water to the customer concerned may be suspended until all charges are paid.

18. **METER TESTING.** On the request to have their meter tested, the Utility may charge the sum of \$100.00 to defray, in part, the cost of making the test for meters up to 1 inch in size. In the case of meters 1-1/2 inches and larger, the actual cost of the test will be paid by the customer. If the test shows that the meter is over registering by more than one and one half percent (1 ½%) for positive displacement meters and three percent (3%) for turbine or compound meters, the sum so deposited will be refunded to the customer.

19. **PLUMBING TO BE SATISFACTORY:** All plumbing, pipes and fittings, fixtures, and other devices for conveying, distributing, controlling, or utilizing water which are used by a customer and are not the property of the Utility, shall be installed in the manner provided by the Regulations of and be approved by the proper official of the Municipality and/or the operators of the Utility. The water shall not be turned on (except for construction or testing purposes) until the applicant for service has satisfied the Utility that these requirements have been met. The supply of water may be discontinued to any customer at any time if, in the opinion of the proper official of the Municipality and/or the operator of the Utility, the plumbing, pipes, fittings, fixtures, or other devices as hereinbefore mentioned, or any of them, fail to comply with the above requirements, or if any part of the water system of such customer or the meter is in any unsuitable, dirty, unsanitary or inaccessible place. Service shall not be re-established until such condition is corrected to the satisfaction of the Utility.

20. **REMOTE REGISTERING WATER METERS:** When a remote registering water meter is installed on a customer's premises under a general outside register installation program of the Utility, then the cost of the meter and its installation shall be paid by the Utility. The meter shall become the property of the Utility which shall become responsible for its operation, maintenance and replacement. Any damage to the meter caused by the negligence or wrongful acts or omissions by the customer, his agents or members of his family, shall be paid for by the customer, and the failure by the customer to make the payment shall entitle the Utility, after making a forty day written demand for the payment, to disconnect the water service to the customer.

21. **CROSS CONNECTION CONTROL & BACKFLOW PREVENTION:**

(a) No owner, consumer, customer or other person hereinafter collectively referred to in this rule and regulation as "person" shall connect, cause to be connected, or allow to remain connected to the water system, or plumbing installation, without the express written consent of the Utility, any piping fixtures, fittings container or appliance in a manner which, under any circumstances, may allow water, wastewater, or any other liquid, chemical or substance, to ingress or egress the water system.

(b) Where, in the opinion of the Utility, there may be a risk of contamination to the potable water system, notwithstanding the provisions of subparagraph (a), the Utility may require the customer, at the customers sole cost and expense, to install at any point on the customers water service connection or water service pipe, one or more backflow prevention (BFP) devices, which devices shall be of a quality and type approved by the Utility.

(c) All BFP devices shall be maintained in good working order. Such devices must be inspected and tested by a certified tester, approved by the Utility, at the expense of the customer. Such inspections shall take place upon installation, and thereafter annually, or more often if required by the Utility. The customer shall submit a report in a form approved by the Utility on any or all tests performed on a BFP device within 30 days of a test. A record card shall be displayed on or adjacent to the BFP device on which the tester shall record the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester's initials, the tester's name, the name of his employer, and the tester's license number.

(d) Installation, maintenance, field-testing and selection of all BFP devices shall fully conform to the latest revision of CSA B64.10 and CSA B64 series.

(e) In the event of any breach, contravention or non-compliance by a person of any of the provision and regulations in a sub-paragraphs (a),(b),(c) or (d) the Utility may:

(i) suspend water service to such person, or

(ii) give notice to the person to correct the breach, contravention or non-compliance within 96 hours, or a specified lesser period. If the person fails to comply with such

notice, the Utility may immediately thereafter suspend water service to such person.

22. **ALTERNATE WATER SUPPLY PROHIBITED:** Connection of any customer's installation served by the Utility to any other source of water supply is prohibited. Failure to comply with this regulation shall entitle the Utility to suspend the service.
23. **DANGEROUS CONNECTIONS:** No connection shall be permitted to any installation; equipment or source in such a manner as may allow any contamination to pass from such installation, equipment or source into the Utility's water supply system. If any such connection exists the Utility may discontinue the supply of water to such customer.
24. **PROHIBITED DEVICES:** Service may be refused or suspended by the Utility to any customer who installs or uses any device or appurtenance, as, for example, booster pumps, quick-opening or quick-closing valves, flushometers, water operated pumps or siphons, standpipes, or large outlets for supplying ships, etc., which may occasion sudden large demands of short or long duration, thereby requiring oversize meters and pipe lines, or affect the stability or regulation of water pressure in the Utility's system. Permission to install or use any such device or appurtenance must be obtained from the Utility, which permission shall specify what special arrangements, such as elevated storage tanks, surge tanks or equalizing tanks, etc., must be provided by the customer.
25. **IMPROPER USE OR WASTE OF WATER:** No customer shall permit the improper use or waste of water, such as providing water to more than one single family dwelling and /or apartment building from a single service, nor shall he sell or give water to any person except upon such conditions and for such purposes as may be approved in writing by the Utility.
26. **SERVICE PIPES:** Upon receipt of an application for service to any premises located on any portion of a street through which portion a main water pipe is laid and which premises are not already provided with water service, the Utility shall install a service pipe which it considers to be of suitable size and capacity from the water main to the street line. No pipe smaller than 3/4" in (19 mm) diameter shall be laid for any service.

The necessary excavation for the laying of the service pipe, backfilling and replacement of the street and sidewalk surfaces including the supplying and laying of the 3/4 inch service pipe (complete with a curb stop and corporation stop) from the water main in the street to the premises is the responsibility of the applicant for water service and all such work shall be performed at no cost to the Utility. All work from the pipe in the street to the street line shall be done by the Utility or shall be inspected and approved by the Utility.

In the case of a new sub-division, the sub-divider shall provide the service line from the main in the street to the street line at no cost to the Utility.

Should any person make application for more than one service to his premises, the

decision as to the necessity of the additional service shall be made by the Utility, and if the additional service is installed, the total cost thereof from the main to the customer's premises shall be paid by such applicant.

All services must be installed in accordance with the Municipal Services Specifications Manual of the Municipality of the District of West Hants.

When a service has been installed without objection from the customer as to the location of the same, no subsequent removal of or alteration to the position of the pipe shall be made except at the expense of the customer requesting such removal or alteration.

Each customer desiring the Utility to install a new service shall deposit with the Utility a sum equal to the estimated cost of the work.

27. **REPAIRS TO SERVICES:** If a leak or other trouble occurs it shall be repaired as soon as possible. If the leak or trouble occurs in a service line providing non-fire protection water between the main and the street line it shall be repaired by the Utility at its expense. If the leak or trouble occurs elsewhere in a service line providing non-fire protection water, it shall be repaired by the customer at their expense.

If the leak or trouble occurs in a service line which provides private fire protection services (sprinkler or hydrant) it shall be repaired by the customer at his expense.

The Utility may make such repairs for any customer provided the customer agrees to pay the cost of same. When required, each customer desiring the Utility to do such work shall deposit with the Utility a sum equal to the estimated cost of the work.

If a leak occurs on the customer's portion of their service pipe and, after being notified of same, they refuse or unduly delay to have repairs made, the Utility may discontinue the supply of water to such service pipe if, in its opinion, such action is necessary in order to prevent wastage of water. The Utility shall notify the customer affected of its intention to discontinue such supply.

28. **DEPOSITS IN ADVANCE:** Whenever a customer requests the Utility to do work for which he/she is required to pay and the Utility agrees to do the work, he/she shall deposit with the Utility, before the work is started, a sum of money equal to the Utility's estimate of the probable cost of said work or execute an agreement to pay the actual cost. When the actual cost is determined, an adjustment in the payment shall be made. Service shall not be established by the Utility until all charges are paid in full. Installations shall be made in accordance with the Three Mile Plains/Wentworth Water Utility specifications and be subject to inspection by the Utility's Engineer or Utility's Employees prior to water service being made available.

29. **UNAUTHORIZED EXTENSIONS, ADDITIONS OR CONNECTIONS:** No person shall, without the written consent of the Utility, make or cause to be made any connections to any pipe or main or any part of the water system or in any way obtain or use water

therefrom in any manner other than as set out in these Regulations. Any unauthorized connection shall be subject to removal by the Utility. The cost of the removal including labour and materials and an estimate of the water used together with a \$200 service charge shall be paid by those who made the unauthorized connection.

30. **SEASON FOR LAYING PIPES:** The Utility shall not be required to lay any pipe at any season of the year or at any time which, in its opinion, is not suitable.
31. **PRIVATE FIRE PROTECTION:** Fire protection lines within buildings shall be installed so that all pipes will be open and readily accessible for inspection at any time, and no connection for any purpose other than fire protection shall be made thereto. Unless approved by the Utility in writing, no fire protection line shall be connected in any way to a metered service.
32. **LIABILITY OF UTILITY:** The Utility shall not be deemed to guarantee an uninterrupted supply or a sufficient or uniform pressure and shall not be liable for any damage or injury caused or done by reason of the interruption of supply, variation of pressure or on account of the turning off or turning on of the water for any purpose.
33. **INTERFERENCE WITH UTILITY PROPERTY:** No person, unless authorized by the Utility in writing, shall draw water from, open, close, cut, break, or in any way injure or interfere with any fire hydrant, water main, water pipe, or any property of the Utility or obstruct the free access to any hydrant, stop cock, meter, building, etc., provided, however, that nothing in this paragraph contained shall be deemed to prevent an officer or member of the Fire Department engaged in the work of such Department, from using any hydrant or other source of water supply designated by the Utility for fire protection purposes.
34. **SUSPENDING SERVICE FOR VIOLATION:** Whenever, in the opinion of the Utility, violation of any of these Rules and Regulations is existing or has occurred, the Utility may cause the water service to be suspended from the premises where such violation has occurred or is existing and may keep the same so suspended until satisfied that the cause for such action has been corrected and all outstanding liabilities to the Utility have been discharged.
35. **RESUMPTION OF SERVICE:** In all cases where water service has been suspended for violation of any of these rules, service shall not be restored until the cause for violation has been removed.
36. **SPRINKLER SERVICE MAINS AND HYDRANT SYSTEM:** The customer shall be responsible for the cost of installing and maintaining a sprinkler service pipe from the main in the street to the building. It shall include a proper size control valve so that the service may be shut off if necessary. If requested by the applicant, a domestic service pipe may be connected to the sprinkler service pipe, but only if it is connected outside the building foundation wall and is provided with an approved shutoff valve located outside the building to permit control of the domestic service pipe without the necessity to enter the building.

Before any domestic service pipe is connected to a sprinkler service pipe, the applicant must obtain approval from the appropriate authority and provide the Utility with a certified copy of such approval. The Utility shall supervise the installation of same. When the private fire protection system includes private hydrants, these hydrants must be flushed during the Utility's regular flushing periods, under the supervision of the Utility's personnel. These hydrants shall be maintained by the owner. Fire protection lines within buildings shall be so installed that all pipes will be open and readily accessible for inspection at any time and no connection other than for fire protection shall be made thereto.

The location and spacing of hydrants in new construction shall be installed in accordance with the Municipal Services Specifications Manual of the Municipality of the District of West Hants.

37. **PRESSURE REDUCING VALVES:** Where, in the opinion of the Utility, it is necessary for proper water service, a customer shall install on the service pipe, between the meter and the shut off valve on the customer's side of the meter, a pressure reducing valve of a type satisfactory to the Utility. The customer shall be responsible for the cost of installing and maintaining the pressure reducing valve at all time.
38. **PRESSURE RELIEF VALVES:** Whenever a pressure reducing valve has been installed by a customer in accordance with Regulation 36, the customer shall, for his own safety and protection, install on his hot water boiler and any other hot water heating device connected to the building's plumbing system, a pressure relief valve of an approved type, as well as an approved temperature limiting device. It shall be the customer's responsibility to maintain and keep in service the pressure relief valve at all times.
39. **EXTENSIONS:** Any owner of property situated on a street or highway in which no water main has been laid (or where the main has been laid, but has not been extended to the point opposite the owner's property), may make application to the Utility requesting permission to have such a servicing extension carried out. The Utility would review the application and either give approval in principle for the extension, or advise the property owner that the extension is not feasible, and will provide the owner with the reason for refusing permission.

Any approval of the Utility shall be subject to approval of the Nova Scotia Utility and Review Board (the Board). The Utility will make application to the Board after agreement has been received with the proponent. No work shall be undertaken until approval is received from the Board.

After approval in principle has been granted, the owner may sign a contract with the Utility requesting that the Utility install the water extension at his expense, or the owner may have the water line extended by a private contractor approved by the Utility. Where the latter is done, the extension must be designed and the construction supervised by a registered professional engineer with the design being approved by the Utility.

In any event, the cost of the extension shall be paid fully by the owner and the ownership

of the water line turned over to the Utility before any water services are connected to the extended line.

After the water line has been turned over to the Utility, it shall become a part of the West Hants Water Utility and all of these regulations affecting the operation of the Utility shall apply.

40. **CURB STOP/CONTROL VALVE SERVICE BOX:** The curb stop/control valve service box housing the customers control valve shall be exposed for access by the Utility at all times. The Utility requires all curb stop/control valve service boxes and/or valves to be fully exposed and adjusted to final landscape grade before the installation of a customer's water meter. Any adjustment of the service box or valve box is the responsibility of the customer.

The customer shall ensure the curb stop/control valve service box and/or the valve box is exposed at all times. In the event that the curb stop/control valve service box is buried, paved over, back-filled or damaged as a result of carelessness, willful obstruction or any other occurrence that, in the opinion of the Utility, results in the requirement for the Utility to expose, re-expose, adjust or repair the curb stop /control valve service box, it shall be at the customer's expense. The Utility may undertake such activities as it deems necessary to gain access to the premises curb stop/control valve service box without expense to the Utility. When such action is undertaken, the reinstatement of the road, right-of-way, driveway, sidewalk, curb or landscape will be charged back to the customer if such activity is undertaken by the Utility.

41. **WATER CONSERVATION DIRECTIVES:** The Utility may issue conservation of water directives to its customers if, in the opinion of the Utility, such directives are required to permit the Utility to provide reliable, continuous water supply to all customers served by the Utility.

During such times as these directives are in force, customers who do not comply with the directives may have their water supply suspended until such time as they agree to comply with the directive or upon suspension of the water conservation directive, whichever occurs first. Such customers shall be required to pay the Charge for Re-Establishing Water Service as set out in the Schedule of Rates and Charges.

West Hants Combined Sewer System

Sewer Rate Model

Prepared By

G. A. Isenor Consulting Limited

in Association with

Blaine S. Rooney Consulting Limited

Date

01-Nov-18

INPUTS REQUIRED FOR RATE CALCULATION

The following Inputs are required - See Manual for details

Table S1-1

(a)	Assumed Inflation Rate	2%	Per Year																																	
(b)	Current Year	2018/19																																		
(c)	Test Years	2019/20 2020/21 2021/22 2022/23 2023/24																																		
(d)	Number of Customers by Meter Size for Current Year	<table><tr><th></th><th></th><th>Projected Average Growth per year</th></tr><tr><td>Unmetered</td><td>0</td><td>0</td></tr><tr><td>15mm - 5/8"</td><td>1950</td><td>5</td></tr><tr><td>19 mm - 3/4"</td><td>10</td><td>0</td></tr><tr><td>25 mm - 1"</td><td>19</td><td>0</td></tr><tr><td>37 mm - 1.5"</td><td>8</td><td>0</td></tr><tr><td>50 mm - 2"</td><td>7</td><td>0</td></tr><tr><td>75 mm - 3 "</td><td>3</td><td>0</td></tr><tr><td>100 mm - 4"</td><td>2</td><td>0</td></tr><tr><td>150 mm - 6"</td><td>0</td><td>0</td></tr><tr><td>200 mm - 8"</td><td>0</td><td>0</td></tr></table>				Projected Average Growth per year	Unmetered	0	0	15mm - 5/8"	1950	5	19 mm - 3/4"	10	0	25 mm - 1"	19	0	37 mm - 1.5"	8	0	50 mm - 2"	7	0	75 mm - 3 "	3	0	100 mm - 4"	2	0	150 mm - 6"	0	0	200 mm - 8"	0	0
		Projected Average Growth per year																																		
Unmetered	0	0																																		
15mm - 5/8"	1950	5																																		
19 mm - 3/4"	10	0																																		
25 mm - 1"	19	0																																		
37 mm - 1.5"	8	0																																		
50 mm - 2"	7	0																																		
75 mm - 3 "	3	0																																		
100 mm - 4"	2	0																																		
150 mm - 6"	0	0																																		
200 mm - 8"	0	0																																		
(e)	Effluent Flow by Customer Meter Size for Current Year	<table><tr><th></th><th>(Cubic meters)</th><th>Estimated Change (Increase or Decrease) in Flow per Year (as a percentage) for each Meter Size</th></tr><tr><td>Unmetered</td><td>0</td><td>0.0%</td></tr><tr><td>15mm - 5/8"</td><td>293,495</td><td>-1.5%</td></tr><tr><td>19 mm - 3/4"</td><td>2,213</td><td>0.0%</td></tr><tr><td>25 mm - 1"</td><td>13,698</td><td>0.0%</td></tr><tr><td>37 mm - 1.5"</td><td>9,063</td><td>0.0%</td></tr><tr><td>50 mm - 2"</td><td>8,020</td><td>0.0%</td></tr><tr><td>75 mm - 3 "</td><td>17,313</td><td>0.0%</td></tr><tr><td>100 mm - 4"</td><td>2,229</td><td>0.0%</td></tr><tr><td>150 mm - 6"</td><td>0</td><td>0.0%</td></tr><tr><td>200 mm - 8"</td><td>0</td><td>0.0%</td></tr></table>			(Cubic meters)	Estimated Change (Increase or Decrease) in Flow per Year (as a percentage) for each Meter Size	Unmetered	0	0.0%	15mm - 5/8"	293,495	-1.5%	19 mm - 3/4"	2,213	0.0%	25 mm - 1"	13,698	0.0%	37 mm - 1.5"	9,063	0.0%	50 mm - 2"	8,020	0.0%	75 mm - 3 "	17,313	0.0%	100 mm - 4"	2,229	0.0%	150 mm - 6"	0	0.0%	200 mm - 8"	0	0.0%
	(Cubic meters)	Estimated Change (Increase or Decrease) in Flow per Year (as a percentage) for each Meter Size																																		
Unmetered	0	0.0%																																		
15mm - 5/8"	293,495	-1.5%																																		
19 mm - 3/4"	2,213	0.0%																																		
25 mm - 1"	13,698	0.0%																																		
37 mm - 1.5"	9,063	0.0%																																		
50 mm - 2"	8,020	0.0%																																		
75 mm - 3 "	17,313	0.0%																																		
100 mm - 4"	2,229	0.0%																																		
150 mm - 6"	0	0.0%																																		
200 mm - 8"	0	0.0%																																		
(f)	Long Term Borrowing Parameters	<table><tr><th></th><th>Projected Interest</th><th>Estimated Term in Years</th></tr><tr><td>Year</td><td>Rate</td><td></td></tr><tr><td>2019/20</td><td>6.00%</td><td>20</td></tr><tr><td>2020/21</td><td>6.00%</td><td>20</td></tr><tr><td>2021/22</td><td>6.00%</td><td>20</td></tr><tr><td>2022/23</td><td>6.00%</td><td>20</td></tr><tr><td>2023/24</td><td>6.00%</td><td>20</td></tr></table>			Projected Interest	Estimated Term in Years	Year	Rate		2019/20	6.00%	20	2020/21	6.00%	20	2021/22	6.00%	20	2022/23	6.00%	20	2023/24	6.00%	20												
	Projected Interest	Estimated Term in Years																																		
Year	Rate																																			
2019/20	6.00%	20																																		
2020/21	6.00%	20																																		
2021/22	6.00%	20																																		
2022/23	6.00%	20																																		
2023/24	6.00%	20																																		

Table S2-1

West Hants Combined Sewer System
Comparative Statement of Operations
 Fiscal Years ending March 31st

	2017/18 (Actual)	Current Year 2018/19 (Estimated)	Projection Using Current Rates				
			2019/20 Test	2020/21 Test	2021/22 Test	2022/23 Test	2023/24 Test
OPERATING REVENUES							
Sewer Rate	929,501	1,012,100	1,012,100	1,012,100	1,012,100	1,012,100	1,012,100
Other revenue		0	0	0	0	0	0
Total	929,501	1,012,100	1,012,100	1,012,100	1,012,100	1,012,100	1,012,100
OPERATING EXPENDITURES							
General Administration	154,534	174,605	164,638	167,931	171,290	174,715	178,210
Sewage Collection Systems	73,236	63,115	64,377	65,665	66,978	68,318	69,684
Lift Stations	131,221	139,160	141,943	144,782	147,678	150,631	153,644
Sewage Treatment and Disposal	281,279	310,525	316,736	323,070	329,532	336,122	342,845
Capital Reserve Contribution	207,531	239,253	255,626	269,984	283,242	296,200	307,172
Deferral of Capital Reserve Contribution	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	847,801	926,658	943,320	971,432	998,719	1,025,987	1,051,555
OPERATING PROFIT (LOSS)	81,700	85,442	68,780	40,668	13,381	-13,887	-39,455
NON-OPERATING REVENUES							
Interest	0	2,605	3,700	3,700	3,700	3,700	3,700
Sewer Connection Permits	0	1,350	1,500	1,500	1,500	1,500	1,500
Bad Debts Collected	0	0	100	100	100	100	100
Transfer from Accumulated Surplus	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	0	3,955	5,300	5,300	5,300	5,300	5,300
NON-OPERATING EXPENDITURES							
Principal on Existing Debt	108,867	108,867	108,867	108,867	108,867	108,867	108,867
Interest on Existing Debt	39,412	35,588	31,503	27,177	22,691	18,051	11,837
New Debt - Principal (Current Year)			0	0	0	0	0
New Debt - Interest (Current Year)			0	0	0	0	0
New Debt - Principal (Test Year 1)				0	0	0	0
New Debt - Interest (Test Year 1)				0	0	0	0
New Debt - Principal (Test Year 2)					0	0	0
New Debt - Interest (Test Year 2)					-	0	-
New Debt - Principal (Test Year 3)						-	-
New Debt - Interest (Test Year 3)						-	-
New Debt - Principal (Test Year 4)							-
New Debt - Interest (Test Year 4)							-
Capital out of Revenue - Sewer Equipment	0	0	0	0	0	0	0
Capital out of Revenue - Sewer Renewal	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	148,279	144,455	140,370	136,044	131,558	126,918	120,704
TOTAL EXPENSES	996,080	1,071,113	1,083,690	1,107,476	1,130,277	1,152,905	1,172,259
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-66,579	-55,058	-66,290	-90,076	-112,877	-135,505	-154,859
DEFICIT BEGINNING OF THE YEAR	0	-66,579	-121,637	-187,927	-278,002	-390,880	-526,385
ACCUMULATED SURPLUS (DEFICIT)	-66,579	-121,637	-187,927	-278,002	-390,880	-526,385	-681,244

Table S3-1

01-Nov-18

West Hants Combined Sewer System Statement of Operating Expenditures and Revenue Requirements					
	2018/19 (Estimated)	2019/20 Test	2020/21 Test	2021/22 Test	2022/23 Test
OPERATING EXPENDITURES					
General Administration	174,605	164,638	167,931	171,290	174,715
Sewage Collection Systems	63,115	64,377	65,665	66,978	68,318
Lift Stations	139,160	141,943	144,782	147,678	150,631
Sewage Treatment and Disposal	310,525	316,736	323,070	329,532	336,122
Capital Reserve Contribution	239,253	255,626	269,984	283,242	296,200
Deferral of Capital Reserve Contribution	0	0	0	0	0
Other	0	0	0	0	0
Total	926,658	943,320	971,432	998,719	1,025,987
ADD NON-OPERATING EXPENDITURES					
Debt Charges - Principal	108,867	108,867	108,867	108,867	108,867
Debt Charges - Interest	35,588	31,503	27,177	22,691	18,051
New Debt - Principal (Current Year)	0	0	0	0	0
New Debt - Interest (Current Year)	0	0	0	0	0
New Debt - Principal (Test Year 1)	0	0	0	0	0
New Debt - Interest (Test Year 1)	0	0	0	0	0
New Debt - Principal (Test Year 2)	0	0	0	0	0
New Debt - Interest (Test Year 2)	0	0	0	0	0
New Debt - Principal (Test Year 3)	0	0	0	0	0
New Debt - Interest (Test Year 3)	0	0	0	0	0
New Debt - Principal Test Year 4)	0	0	0	0	0
New Debt - Interest (Test Year 4)	0	0	0	0	0
Capital out of Revenue -Sewer Equipment	0	0	0	0	0
Capital out of Revenue - Sewer Renewal	0	0	0	0	0
Other	0	0	0	0	0
Total	144,455	140,370	136,044	131,558	126,918
LESS NON-OPERATING REVENUES					
Interest	2,605	3,700	3,700	3,700	3,700
Sewer Connection Permits	1,350	1,500	1,500	1,500	1,500
Bad Debts Collected	0	100	100	100	100
Transfer from Accumulated Surplus	0	0	0	0	0
Other	0	0	0	0	0
Total	3,955	5,300	5,300	5,300	5,300
REVENUE REQUIRED FROM CUSTOMERS	1,067,158	1,078,390	1,102,176	1,124,977	1,147,605

Table S4-1

West Hants Combined Sewer System Statement of Operating Expenditures						
	2017/18 (Actual)	2018/19 (Budget)	2019/20 (Budget)	2020/21 Test	2021/22 Test	2022/23 Test
GENERAL ADMINISTRATION						
Salaries and Benefits	44,952	46,750	47,685	48,639	49,611	50,604
Mileage & Expenses	600	1,800	1,836	1,873	1,910	1,948
Training & Development	1,025	1,800	1,836	1,873	1,910	1,948
Conventions & Conferences	1,070	600	612	624	637	649
Membership Fees	110	300	306	312	318	325
Telephone	2,250	4,500	4,590	4,682	4,775	4,871
Mandated Communications	0	600	612	624	637	649
Marketing/PR	0	0	0	0	0	0
Public Information	0	0	0	0	0	0
Administration Fee	50,198	61,960	63,199	64,463	65,752	67,067
Insurance	8,665	4,600	4,692	4,786	4,882	4,979
Equipment	0	3,000	3,060	3,121	3,184	3,247
Truck Maintenance	14,570	8,250	8,415	8,583	8,755	8,930
Truck Fuel	5,000	6,750	6,885	7,023	7,163	7,306
Truck Registration	661	1,500	1,530	1,561	1,592	1,624
PW Distribution	11,900	6,000	6,120	6,242	6,367	6,495
Other	33		0	0	0	0
Previous Years Deficit	500	13,195	0	0	0	0
Industrial Park - Town of Windsor	13,000	13,000	13,260	13,525	13,796	14,072
TOTAL GENERAL ADMINISTRATION	154,534	174,605	164,638	167,931	171,290	174,715
SEWAGE COLLECTION SYSTEMS						
Salaries	38,236	39,615	40,407	41,215	42,040	42,881
Pipe Maintenance	18,500	20,000	20,400	20,808	21,224	21,649
Operational Expense	1,500	3,500	3,570	3,641	3,714	3,789
Other - ORDC	15,000	0	0	0	0	0
TOTAL SEWAGE COLLECTION SYSTEMS	73,236	63,115	64,377	65,665	66,978	68,318
LIFT STATIONS						
Salaries	79,042	81,060	82,681	84,335	86,022	87,742
Insurance	4,329	4,600	4,692	4,786	4,882	4,979
Power	24,500	25,500	26,010	26,530	27,061	27,602
Maintenance	23,350	22,500	22,950	23,409	23,877	24,355
Stock Items	0	2,500	2,550	2,601	2,653	2,706
Freight Charges	0	1,500	1,530	1,561	1,592	1,624
Portable Generator	0	1,500	1,530	1,561	1,592	1,624
Other	0	0	0	0	0	0
TOTAL LIFT STATIONS	131,221	139,160	141,943	144,782	147,678	150,631
SEWAGE TREATMENT AND DISPOSAL						
Salaries	62,530	66,325	67,652	69,005	70,385	71,792
Power	50,000	50,000	51,000	52,020	53,060	54,122
Sewage Treatment Fee	142,749	166,200	169,524	172,914	176,373	179,900
Operational Expense	26,000	28,000	28,560	29,131	29,714	30,308
TOTAL SEWAGE TREATMENT & DISPOSAL	281,279	310,525	316,736	323,070	329,532	336,122

Table S5-1

West Hants Combined Sewer System Calculation of Depreciation of Tangible Plant at Total Cost 2018/19				
	Planned Capital Spending Program	Estimated Average Life in Years	Depreciation Rate	Annual Depreciation
		Capital Reserve Rate at the beginning of the Year		207,531
LAND AND LAND RIGHTS				
Land - General	0			0
STRUCTURES AND IMPROVEMENTS				0
Power and Pumping Structures	0	50	0.05	0
Treatment Equipment	15,000	75	0.05	750
Equipment				0
Electrical Pumping	90,000	20	0.05	4,500
Office Furniture and Equipment	0	10	0.10	0
Transportation Equipment	0	5	0.20	0
Tools and Work Equipment	0	5	0.20	0
Collection Mains & Manholes Equipment	0	5	0.20	0
Other SCADA	135,000	7	0.143	19,286
Other	0	5	0.20	0
Collection System				0
Forcemain	0	75	0.0133	0
Mains	150,000	75	0.0133	2,000
Manholes	0	75	0.0133	0
Meters	5,000	20	0.05	250
Services	14,000	75	0.0133	187
Other -Studies	75,000	20	0.05	3,750
Other - Inflow studies/Repairs	20,000	20	0.05	1,000
TOTAL	504,000			31,722
Source of Funding				
Gas Tax	470,000	Capital Reserve fund beginning of year		577,504
Sewer Renewal Capital Reserve	20,000	Capital Reserve Expenditure in Current Year		-20,000
Customers (Services)	14,000	Capital Reserve Contribution in Current Year		239,253
Long Term Debt	0			
Capital from Revenue	0			
TOTAL	504,000	Capital Reserve Balance at end of current Year		796,757

Table S5-2

West Hants Combined Sewer System Calculation of Depreciation of Tangible Plant at Total Cost 2019/20				
	Planned Capital Spending Program	Estimated Average Life in Years	Depreciation Rate	Annual Depreciation
		Capital Reserve Rate at the beginning of the Year		239,253
LAND AND LAND RIGHTS				
Land - General	0			0
STRUCTURES AND IMPROVEMENTS				0
Power and Pumping Structures	0	50	0.0200	0
Treatment Equipment	0	75	0.0500	0
Equipment				0
Electrical Pumping	40,000	20	0.05	2,000
Office Furniture and Equipment	0	20	0.05	0
Transportation Equipment	24,000	10	0.1	2,400
Tools and Work Equipment	0	5	0.2	0
Collection Mains & Manholes Equipment	0	10	0.1	0
Other SCADA	30,000	7	0.143	4,286
Other	0	5	0.2	0
Collection System				0
Forcemain	0	75	0.0133	0
Mains	300,000	75	0.0133	4,000
Manholes	0	75	0.0133	0
Meters	0	20	0.05	0
Services	14,000	75	0.0133	187
Other - Studies	50,000	20	0.05	2,500
Other - Inflow studies/Repairs	20,000	20	0.05	1,000
TOTAL	478,000			16,372
Source of Funding				
	Gas Tax	370,000	Capital Reserve fund beginning of year	796,757
	Sewer Renewal Capital Reserve	94,000	Capital Reserve Expenditure in Current Year	-94,000
	Customers (Services)	14,000	Capital Reserve Contribution in Current Year	255,626
	Long Term Debt	0		
	Capital from Revenue	0		
	TOTAL	478,000	Capital Reserve Balance at end of current Year	958,383

Table S5-3

West Hants Combined Sewer System Calculation of Depreciation of Tangible Plant at Total Cost 2020/21				
	Planned Capital Spending Program	Estimated Average Life in Years	Depreciation Rate	Annual Depreciation
		Depreciation Rate at the beginning of the Year		255,626
LAND AND LAND RIGHTS				
Land - General	0			0
STRUCTURES AND IMPROVEMENTS				0
Power and Pumping Structures	0	75	0.0133	0
Treatment Equipment	0	75	0.0500	0
Equipment				0
Electrical Pumping	82,000	20	0.05	4,100
Office Furniture and Equipment	0	10	0.1	0
Transportation Equipment	0	5	0.2	0
Tools and Work Equipment	0	5	0.2	0
Collection Mains & Manholes Equipment	0	20	0.05	0
Other SCADA	32,000	7	0.143	4,571
Other	0	5	0.2	0
Collection System				0
Forcemain	0	75	0.0133	0
Mains	300,000	75	0.0133	4,000
Manholes	0	75	0.0133	0
Meters	0	20	0.05	0
Services	14,000	75	0.0133	187
Other - Studies	0	50	0.02	0
Other - Inflow studies/Repairs	30,000	20	0.05	1,500
TOTAL	458,000			14,358
Source of Funding				
Gas Tax	144,000	Capital Reserve fund beginning of year		958,383
Sewer Renewal Capital Reserve	300,000	Capital Reserve Expenditure in Current Year		-300,000
Customers (Services)	14,000	Capital Reserve Contribution in Current Year		269,984
Long Term Debt	0			
Capital from Revenue	0			
TOTAL	458,000	Capital Reserve Balance at end of current Year		928,367

Table S5-4

West Hants Combined Sewer System Calculation of Depreciation of Tangible Plant at Total Cost 2021/22				
	Planned Capital Spending Program	Estimated Average Life in Years	Depreciation Rate	Annual Depreciation
		Depreciation Rate at the beginning of the Year		269,984
LAND AND LAND RIGHTS				
Land - General	0			0
STRUCTURES AND IMPROVEMENTS				0
Power and Pumping Structures	0	75	0.0133	0
Treatment Equipment	0	75	0.0500	0
Equipment				0
Electrical Pumping	42,000	20	0.05	2,100
Office Furniture and Equipment	0	20	0.05	0
Transportation Equipment	24,000	10	0.1	2,400
Tools and Work Equipment	0	5	0.2	0
Collection Mains & Manholes Equipment	0	5	0.2	0
Other SCADA	32,000	7	0.143	4,571
Other	0	5	0.2	0
Collection System				0
Forcemain	0	75	0.0133	0
Mains	300,000	75	0.0133	4,000
Manholes	0	75	0.0133	0
Meters	0	20	0.05	0
Services	14,000	75	0.0133	187
Other - Studies	0	50	0.02	0
Other - Inflow studies/Repairs	0	20	0.05	0
TOTAL	412,000			13,258
Source of Funding				
		Capital Reserve fund beginning of year		928,367
Gas Tax	37,500	Capital Reserve Expenditure in Current Year		-360,500
Sewer Renewal Capital Reserve	360,500	Capital Reserve Contribution in Current Year		283,242
Customers (Services)	14,000			
Long Term Debt	0			
Capital from Revenue	0			
TOTAL	412,000	Capital Reserve Balance at end of current Year		851,109

Table S5-5

West Hants Combined Sewer System Calculation of Depreciation of Tangible Plant at Total Cost 2022/23				
	Planned Capital Spending Program	Estimated Average Life in Years	Depreciation Rate	Annual Depreciation
			Depreciation Rate at the beginning of the Year	283,242
LAND AND LAND RIGHTS				
Land - General	0			0
STRUCTURES AND IMPROVEMENTS				0
Power and Pumping Structures	0	75	0.0133	0
Treatment Equipment	0	75	0.0500	0
Equipment				0
Electrical Pumping	84,000	20	0.05	4,200
Office Furniture and Equipment	0	20	0.05	0
Transportation Equipment	0	5	0.2	0
Tools and Work Equipment	0	5	0.2	0
Collection Mains & Manholes Equipment	0	5	0.2	0
Other SCADA	32,000	7	0.143	4,571
Other	0	5	0.2	0
Collection System				0
Forcemain	0	75	0.0133	0
Mains	300,000	75	0.0133	4,000
Manholes	0	75	0.0133	0
Meters	0	20	0.05	0
Services	14,000	75	0.0133	187
Other - Studies	0	50	0.02	0
Other - Inflow studies/Repairs	0	10	0.1	0
TOTAL	430,000			12,958
Source of Funding				
			Capital Reserve fund beginning of year	851,109
Gas Tax	0		Capital Reserve Expenditure in Current Year	-416,000
Sewer Renewal Capital Reserve	416,000		Capital Reserve Contribution in Current Year	296,200
Customers (Services)	14,000			
Long Term Debt	0			
Capital from Revenue	0			
TOTAL	430,000		Capital Reserve Balance at end of current Year	731,309

Table S6-1

01-Nov-18

West Hants Combined Sewer System Calculation of Revenue Required for Each Billing/Cost Category 2019/20					
	Total Revenue				
	Required	Base		Effluent	
General Administration	164,638	70%	115,247	30%	49,391
Sewage Collection Systems	64,377	30%	19,313	70%	45,064
Lift Stations	141,943	30%	42,583	70%	99,360
Sewage Treatment and Disposal	316,736	50%	158,368	50%	158,368
Capital Reserve Contribution	255,626	50%	127,813	50%	127,813
Deferral of Capital Reserve Contribution	0	50%	0	50%	0
Non Operating Expenditures less non Operating Revenue	135,070	50%	67,535	50%	67,535
SUBTOTAL	1,078,390		530,858		547,531
TOTAL	1,078,390		530,858		547,531

Table S6-2

West Hants Combined Sewer System Calculation of Revenue Required for Each Billing/Cost Category 2020/21					
	Total Revenue				
	Required	Base		Effluent	
General Administration	167,931	70%	117,552	30%	50,379
Sewage Collection Systems	65,665	30%	19,699	70%	45,965
Lift Stations	144,782	30%	43,435	70%	101,347
Sewage Treatment and Disposal	323,070	50%	161,535	50%	161,535
Capital Reserve Contribution	269,984	50%	134,992	50%	134,992
Deferral of Capital Reserve Contribution	0	50%	0	50%	0
Non Operating Expenditures less non Operating Revenue	130,744	50%	65,372	50%	65,372
SUBTOTAL	1,102,176		542,585		559,591
TOTAL	1,102,176		542,585		559,591

Table S6-3

West Hants Combined Sewer System Calculation of Revenue Required for Each Billing/Cost Category 2021/22					
	Total Revenue	Base		Effluent	
	Required				
General Administration	171,290	70%	119,903	30%	51,387
Sewage Collection Systems	66,978	30%	20,093	70%	46,885
Lift Stations	147,678	30%	44,303	70%	103,374
Sewage Treatment and Disposal	329,532	50%	164,766	50%	164,766
Capital Reserve Contribution	283,242	50%	141,621	50%	141,621
Deferral of Capital Reserve Contribution	0	50%	0	50%	0
Non Operating Expenditures less non Operating Revenue	126,258	50%	63,129	50%	63,129
SUBTOTAL	1,124,977		553,815		571,162
TOTAL	1,124,977		553,815		571,162

Table S6-4

West Hants Combined Sewer System Calculation of Revenue Required for Each Billing/Cost Category 2022/23					
	Total Revenue	Base		Effluent	
	Required				
General Administration	174,715	70%	122,301	30%	52,415
Sewage Collection Systems	68,318	30%	20,495	70%	47,822
Lift Stations	150,631	30%	45,189	70%	105,442
Sewage Treatment and Disposal	336,122	50%	168,061	50%	168,061
Capital Reserve Contribution	296,200	50%	148,100	50%	148,100
Deferral of Capital Reserve Contribution	0	50%	0	50%	0
Non Operating Expenditures less non Operating Revenue	121,618	50%	60,809	50%	60,809
SUBTOTAL	1,147,605		564,956		582,649
TOTAL	1,147,605		564,956		582,649

Table S7-1

West Hants Combined Sewer System Service Connections and Equivalents 2019/20			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	0	1	0
15mm - 5/8"	1955	1	1,955
19 mm - 3/4"	10	1.5	15
25 mm - 1"	19	2.5	48
37 mm - 1.5"	8	5	40
50 mm - 2"	7	8	56
75 mm - 3 "	3	16	48
100 mm - 4"	2	25	50
150 mm - 6"	0	50	0
200 mm - 8"	0	90	0
TOTAL	2004		2,212

Table S7-2

West Hants Combined Sewer System Service Connections and Equivalents 2020/21			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	0	1	0
15mm - 5/8"	1960	1	1,960
19 mm - 3/4"	10	1.5	15
25 mm - 1"	19	2.5	48
37 mm - 1.5"	8	5	40
50 mm - 2"	7	8	56
75 mm - 3 "	3	16	48
100 mm - 4"	2	25	50
150 mm - 6"	0	50	0
200 mm - 8"	0	90	0
TOTAL	2009		2,217

Table S7-3

West Hants Combined Sewer System Service Connections and Equivalents 2021/22			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	0	1	0
15mm - 5/8"	1960	1	1,960
19 mm - 3/4"	10	1.5	15
25 mm - 1"	19	2.5	48
37 mm - 1.5"	8	5	40
50 mm - 2"	7	8	56
75 mm - 3 "	3	16	48
100 mm - 4"	2	25	50
150 mm - 6"	0	50	0
200 mm - 8"	0	90	0
TOTAL	2009		2,217

West Hants Combined Sewer System Service Connections and Equivalents 2021/22			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	0	1	0
15mm - 5/8"	1965	1	1,965
19 mm - 3/4"	10	1.5	15
25 mm - 1"	19	2.5	48
37 mm - 1.5"	8	5	40
50 mm - 2"	7	8	56
75 mm - 3 "	3	16	48
100 mm - 4"	2	25	50
150 mm - 6"	0	50	0
200 mm - 8"	0	90	0
TOTAL	2014		2,222

Table S7-4

West Hants Combined Sewer System Service Connections and Equivalents 2022/23			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	0	1	0
15mm - 5/8"	1970	1	1,970
19 mm - 3/4"	10	1.5	15
25 mm - 1"	19	2.5	48
37 mm - 1.5"	8	5	40
50 mm - 2"	7	8	56
75 mm - 3 "	3	16	48
100 mm - 4"	2	25	50
150 mm - 6"	0	50	0
200 mm - 8"	0	90	0
TOTAL	2019		2,227

Table S8-1

01-Nov-18

West Hants Combined Sewer System Wastewater Base Charges 2019/20					
Meter Size	Capacity Ratio	Base Charge	Total Base Charge		
			Annual	Quarterly	Monthly
Unmetered	1.0	240.04	240.04	60.01	20.00
15mm - 5/8"	1.0	240.04	240.04	60.01	20.00
19 mm - 3/4"	1.5	360.07	360.07	90.02	30.01
25 mm - 1"	2.5	600.11	600.11	150.03	50.01
37 mm - 1.5"	5.0	1,200.22	1,200.22	300.06	100.02
50 mm - 2"	8.0	1,920.36	1,920.36	480.09	160.03
75 mm - 3 "	16.0	3,840.71	3,840.71	960.18	320.06
100 mm - 4"	25.0	6,001.11	6,001.11	1,500.28	500.09
150 mm - 6"	50.0	12,002.22	12,002.22	3,000.56	1,000.19
200 mm - 8"	90.0	21,604.00	21,604.00	5,401.00	1,800.33
TOTAL					

Table S8-2

West Hants Combined Sewer System Wastewater Base Charges 2020/21					
Meter Size	Capacity Ratio	Base Charge	Total Base Charge		
			Annual	Quarterly	Monthly
Unmetered	1.0	244.79	244.79	61.20	20.40
15mm - 5/8"	1.0	244.79	244.79	61.20	20.40
19 mm - 3/4"	1.5	367.19	367.19	91.80	30.60
25 mm - 1"	2.5	611.98	611.98	153.00	51.00
37 mm - 1.5"	5.0	1,223.97	1,223.97	305.99	102.00
50 mm - 2"	8.0	1,958.35	1,958.35	489.59	163.20
75 mm - 3 "	16.0	3,916.69	3,916.69	979.17	326.39
100 mm - 4"	25.0	6,119.83	6,119.83	1,529.96	509.99
150 mm - 6"	50.0	12,239.67	12,239.67	3,059.92	1,019.97
200 mm - 8"	90.0	22,031.41	22,031.41	5,507.85	1,835.95
TOTAL					

Table S8-3

West Hants Combined Sewer System Wastewater Base Charges 2021/22					
Meter Size	Capacity Ratio	Base Charge	Total Base Charge		
			Annual	Quarterly	Monthly
Unmetered	1.0	249.30	249.30	62.32	20.77
15mm - 5/8"	1.0	249.30	249.30	62.32	20.77
19 mm - 3/4"	1.5	373.95	373.95	93.49	31.16
25 mm - 1"	2.5	623.24	623.24	155.81	51.94
37 mm - 1.5"	5.0	1,246.49	1,246.49	311.62	103.87
50 mm - 2"	8.0	1,994.38	1,994.38	498.60	166.20
75 mm - 3 "	16.0	3,988.77	3,988.77	997.19	332.40
100 mm - 4"	25.0	6,232.45	6,232.45	1,558.11	519.37
150 mm - 6"	50.0	12,464.90	12,464.90	3,116.22	1,038.74
200 mm - 8"	90.0	22,436.81	22,436.81	5,609.20	1,869.73
TOTAL					

Table S8-4

West Hants Combined Sewer System Wastewater Base Charges 2022/23					
Meter Size	Capacity Ratio	Base Charge	Total Base Charge		
			Annual	Quarterly	Monthly
Unmetered	1.0	253.74	253.74	63.44	21.15
15mm - 5/8"	1.0	253.74	253.74	63.44	21.15
19 mm - 3/4"	1.5	380.61	380.61	95.15	31.72
25 mm - 1"	2.5	634.35	634.35	158.59	52.86
37 mm - 1.5"	5.0	1,268.71	1,268.71	317.18	105.73
50 mm - 2"	8.0	2,029.93	2,029.93	507.48	169.16
75 mm - 3 "	16.0	4,059.87	4,059.87	1,014.97	338.32
100 mm - 4"	25.0	6,343.54	6,343.54	1,585.89	528.63
150 mm - 6"	50.0	12,687.08	12,687.08	3,171.77	1,057.26
200 mm - 8"	90.0	22,836.75	22,836.75	5,709.19	1,903.06
TOTAL					

Table S9-1

01-Nov-18

West Hants Combined Sewer System Estimated Effluent Flow by Block		
Meter Size	Actual Current Consumption	2019/20 Estimated Consumption
	1st Block (Cubic Meters)	1st Block (Cubic Meters)
15mm - 5/8"	293,495	289,832
19 mm - 3/4"	2,213	2,213
25 mm - 1"	13,698	13,698
37 mm - 1.5"	9,063	9,063
50 mm - 2"	8,020	8,020
75 mm - 3 "	17,313	17,313
100 mm - 4"	2,229	2,229
150 mm - 6"	0	0
200 mm - 8"	0	0
TOTAL	346,031	342,368

Table S9-2

West Hants Combined Sewer System Estimated Effluent Flow by Block		
Meter Size	2020/21 Estimated Consumption	2021/22 Estimated Consumption
	1st Block (Cubic Meters)	1st Block (Cubic Meters)
15mm - 5/8"	286,213	282,637
19 mm - 3/4"	2,213	2,213
25 mm - 1"	13,698	13,698
37 mm - 1.5"	9,063	9,063
50 mm - 2"	8,020	8,020
75 mm - 3 "	17,313	17,313
100 mm - 4"	2,229	2,229
150 mm - 6"	0	0
200 mm - 8"	0	0
TOTAL	338,749	335,173

Table S9-3

West Hants Combined Sewer System Estimated Effluent Flow by Block		
Meter Size	2022/23 Current Consumption	
	1st Block (Cubic Meters)	
15mm - 5/8"	279,104	
19 mm - 3/4"	2,213	
25 mm - 1"	13,698	
37 mm - 1.5"	9,063	
50 mm - 2"	8,020	
75 mm - 3 "	17,313	
100 mm - 4"	2,229	
150 mm - 6"	0	
200 mm - 8"	0	
TOTAL	331,640	

Effluent Charge

Table S10-1

01-Nov-18

West Hants Combined Sewer System Calculation of Wastewater Effluent Charge 2019/20	
BLOCK 1	
<u>Total Charge Base and Commodity Worksheet (Table 9-1)</u> Quantity from Effluent Flow Worksheet (Table 12-1)	1.60
TOTAL EFFLUENT CHARGE PER cubic meter	1.60

Table S10-2

West Hants Combined Sewer System Calculation of Wastewater Effluent Charge 2020/21	
BLOCK 1	
- Quantity from Effluent Flow Worksheet (Table 12-2)	1.65
TOTAL EFFLUENT CHARGE PER cubic meter	1.65

Table S10-3

West Hants Combined Sewer System Calculation of Wastewater Effluent Charge 2021/22	
BLOCK 1	
<u>Total Charge Base and Commodity Worksheet (Table 9-3)</u> Quantity from Effluent Flow Worksheet (Table 12-3)	1.70
TOTAL EFFLUENT CHARGE PER cubic meter	1.70

Table S10-4

West Hants Combined Sewer System Calculation of Wastewater Effluent Charge 2022/23	
BLOCK 1	
<u>Total Charge Base and Commodity Worksheet (Table 9-4)</u> Quantity from Effluent Flow Worksheet (Table 12-4)	1.76
TOTAL EFFLUENT CHARGE PER cubic meter	1.76

Table S11-1

01-Nov-18

West Hants Combined Sewer System				
Wastewater Effluent Charge				
2019/20				
BASE CHARGE				
<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>	
Unmetered	0	240.04	0	
15mm - 5/8"	1,955	240.04	469,287	
19 mm - 3/4"	10	360.07	3,601	
25 mm - 1"	19	600.11	11,402	
37 mm - 1.5"	8	1,200.22	9,602	
50 mm - 2"	7	1,920.36	13,442	
75 mm - 3 "	3	3,840.71	11,522	
100 mm - 4"	2	6,001.11	12,002	
150 mm - 6"	0	12,002.22	0	
200 mm - 8"	0	21,604.00	0	
Hebron	0	0.00	0	
TOTAL BASE REVENUE			530,858	
EFFLUENT CHARGE				
	Quantity	\$/ cubic meter		
1st Block	342,368	1.60	547,531	
TOTAL EFFLUENT REVENUE			547,531	
TOTAL OPERATING REVENUES FOR YEAR (BASE + EFFLUENT)			1,078,390	

Table S11-2

West Hants Combined Sewer System				
Wastewater Effluent Charge				
2020/21				
BASE CHARGE				
<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>	
Unmetered	0	244.79	0	
15mm - 5/8"	1,960	244.79	479,795	
19 mm - 3/4"	10	367.19	3,672	
25 mm - 1"	19	611.98	11,628	
37 mm - 1.5"	8	1,223.97	9,792	
50 mm - 2"	7	1,958.35	13,708	
75 mm - 3 "	3	3,916.69	11,750	
100 mm - 4"	2	6,119.83	12,240	
150 mm - 6"	0	12,239.67	0	
200 mm - 8"	0	22,031.41	0	
Hebron	0	0.00	0	
TOTAL BASE REVENUE			542,585	
EFFLUENT CHARGE				
	Quantity	\$/ cubic meter		
1st Block	338,749	1.65		559,591
TOTAL OPERATING REVENUES FOR YEAR (BASE + EFFLUENT)				1,102,176

Table S11-3

West Hants Combined Sewer System				
Wastewater Effluent Charge				
2021/22				
BASE CHARGE				
<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>	
Unmetered	0	249.30	0	
15mm - 5/8"	1,965	249.30	489,870	
19 mm - 3/4"	10	373.95	3,739	
25 mm - 1"	19	623.24	11,842	
37 mm - 1.5"	8	1,246.49	9,972	
50 mm - 2"	7	1,994.38	13,961	
75 mm - 3 "	3	3,988.77	11,966	
100 mm - 4"	2	6,232.45	12,465	
150 mm - 6"	0	12,464.90	0	
200 mm - 8"	0	22,436.81	0	
Hebron	0	0.00	0	
TOTAL BASE REVENUE			553,815	
EFFLUENT CHARGE				
	Quantity	\$/ cubic meter		
1st Block	335,173	1.70	571,162	
TOTAL OPERATING REVENUES FOR YEAR (BASE + EFFLUENT)			1,124,977	

Table S11-4

West Hants Combined Sewer System				
Wastewater Effluent Charge				
2022/23				
BASE CHARGE				
<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>	
Unmetered	0	253.74	0	
15mm - 5/8"	1,970	253.74	499,871	
19 mm - 3/4"	10	380.61	3,806	
25 mm - 1"	19	634.35	12,053	
37 mm - 1.5"	8	1,268.71	10,150	
50 mm - 2"	7	2,029.93	14,210	
75 mm - 3 "	3	4,059.87	12,180	
100 mm - 4"	2	6,343.54	12,687	
150 mm - 6"	0	12,687.08	0	
200 mm - 8"	0	22,836.75	0	
Hebron	0	0.00	0	
TOTAL BASE REVENUE			564,956	
EFFLUENT CHARGE				
	Quantity	\$/ cubic meter		
1st Block	331,640	1.76	582,649	
TOTAL OPERATING REVENUES FOR YEAR (BASE + EFFLUENT)			1,147,605	

Proposed Wastewater Rates

Table S12-1

01-Nov-18

West Hants Combined Sewer System Wastewater Rates 2019/20			
(a) Base Charges			
Size of Meter	Annual	Quarterly	Monthly
15mm - 5/8"	240.04	60.01	20.00
19 mm - 3/4"	360.07	90.02	30.01
25 mm - 1"	600.11	150.03	50.01
37 mm - 1.5"	1,200.22	300.06	100.02
50 mm - 2"	1,920.36	480.09	160.03
75 mm - 3 "	3,840.71	960.18	320.06
100 mm - 4"	6,001.11	1,500.28	500.09
150 mm - 6"	12,002.22	3,000.56	1,000.19
200 mm - 8"	21,604.00	5,401.00	1,800.33
(b) Consumption Rate			
	\$	1.60	per cubic meter
	\$	7.26	per 1,000 imperial gallons

Table S12-2

West Hants Combined Sewer System Wastewater Rates 2020/21			
(a) Base Charges			
Size of Meter	Annual	Quarterly	Monthly
15mm - 5/8"	244.79	61.20	20.40
19 mm - 3/4"	367.19	91.80	30.60
25 mm - 1"	611.98	153.00	51.00
37 mm - 1.5"	1,223.97	305.99	102.00
50 mm - 2"	1,958.35	489.59	163.20
75 mm - 3 "	3,916.69	979.17	326.39
100 mm - 4"	6,119.83	1,529.96	509.99
150 mm - 6"	12,239.67	3,059.92	1,019.97
200 mm - 8"	22,031.41	5,507.85	1,835.95
(b) Consumption Rate			
	\$	1.65	per cubic meter
	\$	7.50	per 1,000 imperial gallons

Proposed Wastewater Rates

Table S12-3

West Hants Combined Sewer System Wastewater Rates 2021/22			
(a) Base Charges			
Size of Meter	Annual	Quarterly	Monthly
Standard	249.30	62.32	20.77
19 mm	373.95	93.49	31.16
25 mm	623.24	155.81	51.94
37 mm	1,246.49	311.62	103.87
50 mm	1,994.38	498.60	166.20
75 mm	3,988.77	997.19	332.40
100 mm	6,232.45	1,558.11	519.37
150 mm	12,464.90	3,116.22	1,038.74
200 mm	22,436.81	5,609.20	1,869.73
(b) Consumption Rate (per cubic metre)			
	\$	1.70	per cubic meter
	\$	7.74	per 1,000 imperial gallons

Table S12-4

West Hants Combined Sewer System Wastewater Rates 2022/23			
(a) Base Charges			
Size of Meter	Annual	Quarterly	Monthly
15mm - 5/8"	253.74	63.44	21.15
19 mm - 3/4"	380.61	95.15	31.72
25 mm - 1"	634.35	158.59	52.86
37 mm - 1.5"	1,268.71	317.18	105.73
50 mm - 2"	2,029.93	507.48	169.16
75 mm - 3 "	4,059.87	1,014.97	338.32
100 mm - 4"	6,343.54	1,585.89	528.63
150 mm - 6"	12,687.08	3,171.77	1,057.26
200 mm - 8"	22,836.75	5,709.19	1,903.06
(b) Consumption Rate			
	\$	1.76	per cubic meter
	\$	7.98	per 1,000 imperial gallons

Summary of Rates

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West Hants Combined Sewer System Comparison of Average Rates 2019/20										
Meter Size	Average Flow	Quarterly Base Rate		Change	Effluent Rate		Change	Charge per Quarter		Change
	meters/cubic meter per quarter	Existing	Proposed	%	Existing	Proposed	%	Existing	Proposed	%
15mm - 5/8"	37		60.01			59.27		-	119.28	
19 mm - 3/4"	55		90.02			88.48		-	178.50	
25 mm - 1"	180		150.03			288.24		-	438.27	
37 mm - 1.5"	283		300.06			452.94		-	752.99	
50 mm - 2"	286		480.09			458.07		-	938.16	
75 mm - 3 "	1,443		960.18			2,307.32		-	3,267.49	
100 mm - 4"	279		1,500.28			445.59		-	1,945.87	
150 mm - 6"	-					-		-		
200 mm - 8"	-					-		-		

West Hants Combined Sewer System Comparison of Average Rates 2020/21										
Meter Size	Average Flow	Quarterly Base Rate		Change	Effluent Rate		Change	Charge per Quarter		Change
	meters/cubic meter per quarter	Existing	Proposed	%	Existing	Proposed	%	Existing	Proposed	%
15mm - 5/8"	37	60.01	61.20	2.0%	59.27	60.31	1.7%	119.28	121.51	1.9%
19 mm - 3/4"	55	90.02	91.80	2.0%	88.48	91.39	3.3%	178.50	183.19	2.6%
25 mm - 1"	180	150.03	153.00	2.0%	288.24	297.74	3.3%	438.27	450.74	2.8%
37 mm - 1.5"	283	300.06	305.99	2.0%	452.94	467.86	3.3%	752.99	773.85	2.8%
50 mm - 2"	286	480.09	489.59	2.0%	458.07	473.16	3.3%	938.16	962.75	2.6%
75 mm - 3 "	1,443	960.18	979.17	2.0%	2,307.32	2,383.33	3.3%	3,267.49	3,362.50	2.9%
100 mm - 4"	279	1,500.28	1,529.96	2.0%	445.59	460.27	3.3%	1,945.87	1,990.23	2.3%
150 mm - 6"	-					-				
200 mm - 8"	-					-				

Table S13-3

West Hants Combined Sewer System Comparison of Average Rates 2021/22										
Meter Size	Average Flow	Quarterly Base Rate		Change	Effluent Rate		Change	Charge per Quarter		Change
	cubic meters/quarter	Estimated Existing	Proposed	%	Existing	Proposed	%	Existing	Proposed	%
15mm - 5/8"	36	61.20	62.32	1.8%	60.31	61.28	1.6%	121.51	123.60	1.7%
19 mm - 3/4"	55	91.80	93.49	1.8%	91.39	94.28	3.2%	183.19	187.77	2.5%
25 mm - 1"	180	153.00	155.81	1.8%	297.74	307.14	3.2%	450.74	462.95	2.7%
37 mm - 1.5"	283	305.99	311.62	1.8%	467.86	482.63	3.2%	773.85	794.25	2.6%
50 mm - 2"	286	489.59	498.60	1.8%	473.16	488.10	3.2%	962.75	986.69	2.5%
75 mm - 3"	1,443	979.17	997.19	1.8%	2,383.33	2,458.56	3.2%	3,362.50	3,455.75	2.8%
100 mm - 4"	279	1,529.96	1,558.11	1.8%	460.27	474.80	3.2%	1,990.23	2,032.91	2.1%
150 mm - 6"	-									
200 mm - 8"	-									

Table S13-4

West Hants Combined Sewer System Comparison of Average Rates 2022/23										
Meter Size	Average Flow	Quarterly Base Rate		Change	Effluent Rate		Change	Charge per Quarter		Change
	cubic meters/quarter	Estimated Existing	Proposed	%	Existing	Proposed	%	Existing	Proposed	%
15mm - 5/8"	35	62.32	63.44	1.8%	61.28	62.23	1.6%	123.60	125.66	1.7%
19 mm - 3/4"	55	93.49	95.15	1.8%	94.28	97.20	3.1%	187.77	192.35	2.4%
25 mm - 1"	180	155.81	158.59	1.8%	307.14	316.65	3.1%	462.95	475.24	2.7%
37 mm - 1.5"	283	311.62	317.18	1.8%	482.63	497.58	3.1%	794.25	814.76	2.6%
50 mm - 2"	286	498.60	507.48	1.8%	488.10	503.22	3.1%	986.69	1,010.70	2.4%
75 mm - 3"	1,443	997.19	1,014.97	1.8%	2,458.56	2,534.73	3.1%	3,455.75	3,549.69	2.7%
100 mm - 4"	279	1,558.11	1,585.89	1.8%	474.80	489.51	3.1%	2,032.91	2,075.39	2.1%
150 mm - 6"	-									
200 mm - 8"	-									

Appendix

Table S14-1

Loan Calculator
Long Term Debt
2018/19

Interest Rate	6.00%
Term in years	20
Capital \$	-

Payment Schedule Based on Series Debt Payments

	Loan Balance	Principal	Interest	Total
Year				
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
7	-	-	-	-
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	-	-	-	-
13	-	-	-	-
14	-	-	-	-
15	-	-	-	-
16	-	-	-	-
17	-	-	-	-
18	-	-	-	-
19	-	-	-	-
20	-	-	-	-

Table S14-2

Loan Calculator
Long Term Debt
2019/20

Interest Rate	6.00%
Term in years	20
Capital \$	-

Payment Schedule Based on Series Debt Payments

	Loan Balance	Principal	Interest	Total
Year				
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
7	-	-	-	-
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	-	-	-	-
13	-	-	-	-
14	-	-	-	-
15	-	-	-	-
16	-	-	-	-
17	-	-	-	-
18	-	-	-	-
19	-	-	-	-
20	-	-	-	-

Table S14-3

Loan Calculator
Long Term Debt
2020/21

Interest Rate	6.00%
Term in years	20
Capital \$	-

Payment Schedule Based on Series Debt Payments

	Loan Balance	Principal	Interest	Total
Year				
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
7	-	-	-	-
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	-	-	-	-
13	-	-	-	-
14	-	-	-	-
15	-	-	-	-
16	-	-	-	-
17	-	-	-	-
18	-	-	-	-
19	-	-	-	-
20	-	-	-	-

Table S14-4

Loan Calculator
Long Term Debt
2021/22

Interest Rate	6.00%
Term in years	20
Capital \$	-

Payment Schedule Based on Series Debt Payments

	Loan Balance	Principal	Interest	Total
Year				
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
7	-	-	-	-
8	-	-	-	-
9	-	-	-	-
10	-	-	-	-
11	-	-	-	-
12	-	-	-	-
13	-	-	-	-
14	-	-	-	-
15	-	-	-	-
16	-	-	-	-
17	-	-	-	-
18	-	-	-	-
19	-	-	-	-
20	-	-	-	-



Committee of the Whole Excerpts
November 9, 2021

Accessibility Plan Consultant Services RFP Award

In 2017, Nova Scotia passed the *Accessibility Act*, demonstrating the Province's commitment to creating a more equitable and barrier free province for all Nova Scotians. Shortly following the amalgamation of the former municipal units, the Regional Accessibility Advisory Committee was formed in compliance with the Act. WHRM is required to submit its Accessibility Plan to the Province by April 1, 2022.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVES THE AWARD OF REQUEST FOR PROPOSALS # WHRMAD20-08, CONSULTANT SERVICES ACCESSIBILITY PLAN TO CBCL IN THE AMOUNT OF \$29,754.30 PLUS 10% CONTINGENCY, AND APPLICABLE TAXES.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
--------------------------------------	--	---	--

To: WHRM Committee of the Whole

Submitted by: _____
Bekah Craik, Active Living Coordinator

Date: November 9, 2021

Subject: Accessibility Plan Consultant Services RFP Award

LEGISLATIVE AUTHORITY

- Municipal Government Act, Part IV Finance, Section 65
- NS Accessibility Act, Chapter 2 of the Acts of 2017
- WHRM Meeting and Committee Procedural Policy RCOGE-003.00, Appendix 'D'

RECOMMENDATION or DECISION REQUEST

...that Council approves the award of Request for Proposals # WHRMAD20-08, Consultant Services Accessibility Plan to CBCL in the amount of \$29,754.30 plus 10% contingency, and applicable taxes.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☒	Economic ☐	Councillor Activity ☐
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In 2017, Nova Scotia passed the *Accessibility Act*, demonstrating the Province's commitment to creating a more equitable and barrier free province for all Nova Scotians. Shortly following the amalgamation of the former municipal units, the Regional Accessibility Advisory Committee was formed in compliance with the Act. Serving to advise Council on matters relating to the identification, prevention, and elimination of barriers to accessibility in the community, the Committee will play a pivotal role in helping the Municipality to ensure equitable access and reach its mandate to become accessible to all by 2030.

Under the Act, municipalities must develop an accessibility plan, in consultation with peoples with disabilities and organizations representing peoples with disabilities. The Plan must include a guide for implementation, including Municipal staff and Council responsibility, timeline, monitoring and evaluation, and a mechanism to respond to questions or complaints. WHRM is required to submit its Accessibility Plan to the Province by April 1, 2022.

In an effort to assist municipalities, the Province of Nova Scotia created an “Accessibility Planning Toolkit for Municipalities” to act as a guide to Plan establishment. There are six focus areas in this framework toolkit:

- Awareness
- Goods and Services
- Information and Communication
- Transportation
- Employment
- Built Environment

The RFP requested consultants outline a proposal to produce a 10–15 year Accessibility Plan which addresses the mandatory requirements and accessibility standards from the Province.

DISCUSSION

The RFP (WHRMAD20-08) outlined the following deliverables:

- i. Facilitate and assist the Accessibility Advisory Committee with development of a “Statement of Commitment” as defined in the “*Accessibility Planning Toolkit for Municipalities*” (Dec 2019).
- ii. A review and assessment of existing Municipally-owned facilities and public spaces as it relates to accessibility.
- iii. A list of achievements to date that the Municipality has had in identifying, removing, and preventing barriers in policies, programs, practices, and services.
- iv. An identified process on how the Municipality will identify, remove, and prevent barriers in policies, programs, practices, and services moving forward.
- v. A list of capital projects outlining the Municipality’s assets which require modifications to ensure accessibility standards are met. This includes setting a prioritized timeline for projects based on the most impact. Timeline is to be broken into 5-10 year markers. (Costing of capital projects is not required or requested).
- vi. Design a process to assess the effects of Municipal policies, programs, practices, and services on accessibility.
- vii. Provide a detailed schedule of the ‘deliverables’ process. Required completion date of this project is three (3) months after the agreed upon start date. The final West Hants Regional

Municipality Accessibility Plan will be produced no later than Wednesday, February 23, 2022.

- viii. Conduct at least three (3) community consultation and engagement sessions. All information is to be incorporated into the final report.

In response to the Request for Proposal (WHRMAD20-08), four consultants submitted proposals for consideration. The two-part tender defined the bid scoring process to be used; that combined both a weighted technical criteria component as well as a weighted financial component. Proposals were reviewed and evaluated independently by the members of the evaluation working group (members of the Accessibility Committee).

Only three out of the four proposals met the 75% minimum pass rate in the Technical Scoring that qualified them for the second stage, the Financial Scoring. Once both the technical and financial scoring were evaluated, CBCL was identified as per the recommendation.

Proponent Name	Financial
WLK Media Solutions	N/A*
CBCL	\$ 29,754.30 + applicable taxes
Davis Pier	\$ 49,800.00 + applicable taxes
Intelligent Futures	\$ 60,777.00 + applicable taxes

*N/A: not opened as Technical Score did not pass the minimum pass rate of 75%.

NEXT STEPS

1. Award contract to successful proponent.
2. Contractor begins and completes work between November 2021 and February 23, 2022.
3. March 2022 Final Municipal Accessibility Plan is presented to Council for adoption.
4. March/April 2022 West Hants Regional Municipality Accessibility Plan is submitted to the Province of Nova Scotia.

FINANCIAL IMPLICATIONS

This item was budgeted in the 2021/22 Operating Budget. The total financial impact will be \$34,134 after applicable taxes.

ALTERNATIVES

- Council may choose to not support the recommendation.

- Council may choose to award this contract to an alternative proponent; however, financial implications will differ than that proposed in this report.

Neither of these alternatives are being recommended.

ATTACHMENTS

- NS Accessibility Act, Chapter 2 of the Acts of 2017
- WHRM Meeting and Committee Procedural Policy RCOGE-003.00, Appendix 'D'

CHIEF ADMINISTRATIVE OFFICER REVIEW

It is critical as a Municipality that we move forward with the requirement to create a plan and to ensure by 2030 we are an accessible municipality. This requirement extends beyond the build environment which we commonly focus on. Other influences falling within the responsibility of the municipality include policy review and for us to reflect on methods of communication, welcomeness and program and service delivery to ensure we are accessible by all.

I support the recommendation.

Report Prepared by:

Bekah Craik, Active Living Coordinator

Report Reviewed by:



Shelleena Thornton, Municipal Operations Supervisor

Report Reviewed by:

Carlee Rochon, Director of Financial Services

Report Approved by:



Mark Phillips, Chief Administrative Officer

Accessibility Act

CHAPTER 2 OF THE ACTS OF 2017



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CHAPTER 2 OF THE ACTS OF 2017

An Act Respecting Accessibility in Nova Scotia

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(The table of contents is not part of the statute)

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WHEREAS, under the United Nations Convention on the Rights of Persons with Disabilities, Canada agrees to take appropriate measures to achieve accessibility and to develop and monitor minimum accessibility standards;

AND WHEREAS the *Canadian Charter of Rights and Freedoms* grants equality rights to all persons without discrimination on the basis of a disability;

AND WHEREAS the *Human Rights Act* recognizes that the Government, public agencies and all persons have a responsibility to ensure equal opportunity for every individual to enjoy a full and productive life;

AND WHEREAS persons with disabilities disproportionately live in conditions of poverty;

AND WHEREAS there is diversity among persons with disabilities;

AND WHEREAS persons with disabilities continue to face attitudinal and environmental barriers that prevent them from achieving their full and equal participation in society;

AND WHEREAS persons with disabilities who are subject to multiple forms of discrimination face additional barriers;

AND WHEREAS achieving accessibility will improve the independence and well-being of persons with disabilities;

AND WHEREAS the Government acknowledges it must take a leadership role in the process of achieving an accessible Nova Scotia:

Short title

1 This Act may be cited as the *Accessibility Act*. 2017, c. 2, s. 1.

Purpose of Act

2 The purpose of this Act is to

(a) achieve accessibility by preventing and removing barriers that disable people with respect to

- (i) the delivery and receipt of goods and services,
- (ii) information and communication,
- (iii) public transportation and transportation infrastructure,
- (iv) employment,
- (v) the built environment,
- (vi) education, and
- (vii) a prescribed activity or undertaking;

(b) provide for the involvement of persons with disabilities, the public sector and other stakeholders in the development of accessibility standards;

(c) facilitate the timely implementation of accessibility standards with a goal of achieving an accessible Nova Scotia by 2030;

(d) monitor, review and enforce compliance with accessibility standards; and

(e) establish an Accessibility Directorate that is responsible for supporting accessibility initiatives and advancing broader disability-related issues. 2017, c. 2, s. 2.

Interpretation

3 (1) In this Act,

(a) “accessibility plan” means a plan to address the identification, removal and prevention of barriers in the policies, programs, practices and services of a public sector body;

(b) “accessibility standard” means an accessibility standard established under this Act;

(c) “barrier” means anything that hinders or challenges the full and effective participation in society of persons with disabilities

including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice;

(d) “Board” means the Accessibility Advisory Board established under this Act;

(e) “built environment” means the human-made space in which people live, work, learn and play and includes buildings, rights-of-way and outdoor spaces;

(f) “committee” means a committee established under this Act;

(g) “Court” means the Supreme Court of Nova Scotia;

(h) “Director” means the Director of Compliance and Enforcement appointed pursuant to Section 45;

(i) “disability” includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability, that, in interaction with a barrier, hinders an individual’s full and effective participation in society;

(j) “Government” means Her Majesty in right of the Province;

(k) “inspector” means an inspector appointed under this Act;

(l) “Minister” means the Minister of Justice;

(m) “organization” includes the Government, a sole proprietorship, corporation, society, association, partnership and limited liability partnership, any association of individuals and any similar body;

(n) “order” means an order made under this Act;

(o) “prescribed” means prescribed by the regulations;

(p) “public sector body” means

(i) the Government,

(ii) a prescribed municipality,

(iii) a prescribed university, and

(iv) a prescribed organization.

(2) A document or information is publicly available if it is posted on a website or made available in a prescribed manner. 2017, c. 2, s. 3.

Act with stronger protection of rights prevails

4 (1) Nothing in this Act or the regulations diminishes the rights and protections offered to persons with disabilities under the *Human Rights Act*.

(2) Where a provision of this Act or the regulations conflicts with a provision of another enactment, the provision of this Act or the regulations prevails unless the other enactment provides a higher level of accessibility for persons with disabilities. 2017, c. 2, s. 4.

Act binds Crown

5 This Act binds Her Majesty in right of the Province. 2017, c. 2, s. 5.

Supervision of Act

6 The Minister is responsible for the general supervision and management of this Act and the regulations. 2017, c. 2, s. 6.

Mandate of Minister

7 (1) The mandate of the Minister is to achieve accessibility for persons disabled by barriers by

(a) raising awareness of how persons with disabilities are disabled by barriers;

(b) promoting and encouraging the prevention and removal of barriers;

(c) overseeing the development and implementation of accessibility standards necessary to attain the purpose of this Act;

(d) assisting in the integration of applicable accessibility standards into the activities of all persons in the Province; and

(e) ensuring persons in the Province are consulted in the development of accessibility standards and informed about their duties and responsibilities under the standards once created.

(2) Within one year of the coming into force of this Act the Minister shall adopt, and make publicly available, an implementation strategy setting out how the Minister plans to achieve the goal of an accessible Nova Scotia by 2030. 2017, c. 2, s. 7.

Annual report of Minister

8 (1) The Minister shall annually prepare a report of the actions the Minister has undertaken pursuant to Section 7 during the preceding fiscal year and make that report publicly available.

(2) The Minister shall table the report in the House of Assembly within 15 days after it is completed or, where the Assembly is not then sitting, file it with the Clerk of the Assembly. 2017, c. 2, s. 8.

Delegation by Minister

9 (1) The Minister may, in writing, delegate any power or duty conferred or imposed on the Minister under this Act to

- (a) an employee of the Government;
- (b) an employee of a municipality; or
- (c) another person,

who, in the Minister's opinion, has the requisite qualifications and experience.

(2) Where the Minister delegates a power or duty under subsection (1), the Minister may

(a) specify how the power or duty is to be exercised or performed and impose any requirement in relation to or restrictions on the exercise or performance of the power or duty that the Minister considers appropriate; and

(b) provide that the delegate be paid for, or reimbursed for the cost of, exercising or performing the delegated power or duty.

(3) Before making a delegation to a person under clause (1)(a) or (b), the Minister shall consult with and obtain the consent of the employer of the person.

(4) Before making a delegation to a person under clause (1)(c), the Minister shall obtain the consent of the person.

(5) The Minister may revoke a delegation made under subsection (1). 2017, c. 2, s. 9.

ACCESSIBILITY DIRECTORATE

Establishment of and role

10 (1) The Accessibility Directorate is hereby established.

(2) The role of the Accessibility Directorate is to

(a) support the implementation and administration of this Act and the regulations;

(b) address broader disability-related initiatives by acting as a central government mechanism to ensure that the concerns of persons with disabilities respecting policy, program development and delivery are advanced and considered by the Government. 2017, c. 2, s. 10.

Executive Director and staff

11 (1) The Minister shall appoint an Executive Director and the staff of the Accessibility Directorate.

(2) The Executive Director shall lead the Accessibility Directorate and liaise with the Board.

(3) The staff of the Accessibility Directorate shall be appointed pursuant to the *Civil Service Act*. 2017, c. 2, s. 11.

Duties

12 The Accessibility Directorate shall

(a) provide policy, programming, communication and administrative support on all aspects of this Act and the regulations;

(b) conduct research and develop and implement programs of public education and awareness on the purpose of this Act;

(c) examine and review measures, policies, practices and other requirements to improve opportunities for persons with disabilities; and

(d) identify and study issues of concern to persons with disabilities and recommend action where appropriate. 2017, c. 2, s. 12.

ACCESSIBILITY ADVISORY BOARD

Board composition

13 (1) There shall be an Accessibility Advisory Board consisting of 12 members appointed by the Governor in Council on the recommendation of the Minister.

(2) In making recommendations to the Governor in Council for the purpose of subsection (1), the Minister shall take into consideration

(a) the skills and assets the Minister considers necessary to ensure an effective and optimally functioning Board; and

(b) representation by stakeholder groups that will be subject to the accessibility standards.

(3) The majority of the members of the Board must be persons with disabilities. 2017, c. 2, s. 13.

Term

14 (1) A person appointed to the Board holds office for a term of three years.

(2) No person may be appointed to the Board for more than two consecutive terms. 2017, c. 2, s. 14.

Chair and Vice-chair

15 (1) The Governor in Council, on the recommendation of the Minister, may designate members of the Board as the Chair and the Vice-chair of the Board.

(2) The Vice-chair shall act as Chair if the Chair is absent or unable to act or when authorized to act by the Chair. 2017, c. 2, s. 15.

Board meetings and reports

16 (1) The Board shall hold at least four regular meetings in each year and meet with the Minister at least once every 12 months.

(2) The Board shall prepare a summary report after each regular meeting and make the report publicly available.

(3) The Board shall annually prepare a report of its activities and operations during the preceding fiscal year, file it with the Minister and make the report publicly available. 2017, c. 2, s. 16.

Duties

17 The Board shall advise and make recommendations to the Minister about accessibility and, in particular, shall

(a) suggest measures, policies, practices and requirements that may be implemented by the Government to achieve accessibility;

(b) assess whether existing measures, policies, practices and requirements are consistent with the purpose of this Act;

(c) set priorities for the establishment and content of accessibility standards and the timelines for their implementation;

(d) set long-term accessibility objectives for furthering the purpose of this Act; and

(e) respond to requests for accessibility advice from the Minister. 2017, c. 2, s. 17.

Standard development committees

18 (1) The Board shall, with the approval of the Minister, establish standard development committees to assist the Board with making recommendations to the Minister on the content and implementation of accessibility standards.

(2) The Board shall prepare terms of reference for each standard development committee that include deadlines for each stage of the standard development process.

(3) The Board may, with the approval of the Minister, establish a subcommittee of technical experts and other individuals familiar with issues specific to the standard being developed. 2017, c. 2, s. 18.

Standard development committee composition

19 (1) A standard development committee established under Section 18 must have

- (a) one half of its membership consist of persons with disabilities or representatives from organizations representing persons with disabilities;
- (b) representatives of organizations and classes of organizations likely to be affected by the standard being developed; and
- (c) representatives from departments of the Government that have responsibilities related to the standard being developed.

(2) A person does not need to be a member of the Board to be a member of a committee or subcommittee. 2017, c. 2, s. 19.

Remuneration and expenses

20 (1) The Board, committee and subcommittee members not employed in the public service of the Province shall be paid such remuneration as is determined by the Minister.

(2) The Board, committee and subcommittee members shall be reimbursed for their reasonable expenses incurred in the performance of their duties. 2017, c. 2, s. 20.

ACCESSIBILITY STANDARDS

Considerations for a recommendation

21 When making a recommendation to the Minister on a proposed accessibility standard, the Board shall consider

- (a) the accessibility objectives for the activity or undertaking, the class, the aspect of the built environment or the individuals or organizations to which the standard relates; and
- (b) the measures, policies, practices and other requirements that the Board believes should be implemented, including
 - (i) how and by whom they should be implemented, and
 - (ii) the period for implementing them. 2017, c. 2, s. 21.

Considerations for recommending a time period

22 When recommending time periods for implementing an accessibility standard, the Board shall consider

- (a) the nature of the barriers that the measures, policies, practices and other requirements are intended to identify, remove or prevent;
- (b) any technical and economic considerations that may be associated with implementing the standard; and
- (c) any other matter requested by the Minister. 2017, c. 2, s. 22.

Consultation

23 When preparing recommendations under Sections 21 and 22, the Board shall ensure that the following persons have been consulted:

- (a) persons with disabilities;
- (b) representatives from organizations representing persons with disabilities;
- (c) representatives of those engaged in the activity or undertaking, or the individuals or organizations, or representatives of the class that may be made subject to the proposed accessibility standard;
- (d) representatives of government entities that have responsibilities relating to the activity, undertaking or class that may be made subject to the proposed accessibility standard; and
- (e) other individuals or organizations that the Minister considers advisable. 2017, c. 2, s. 23.

Separate recommendations

24 The Board shall attempt to achieve a consensus among its members on its recommendations but one or more members may submit recommendations if a consensus is not achieved. 2017, c. 2, s. 24.

Form and availability of recommendations

25 (1) The recommendations must be submitted to the Minister in the form and within the period specified by the Minister.

(2) The Minister shall make the recommendations publicly available. 2017, c. 2, s. 25.

Proposed accessibility standard

26 Upon receipt of the recommendations, the Minister may prepare a proposed accessibility standard adopting the recommendations in whole, in part or with any modifications the Minister considers appropriate. 2017, c. 2, s. 26.

Contents of accessibility standard

27 An accessibility standard may

- (a) specify the individuals or organizations that are subject to the standard;
- (b) set out measures, policies, practices and other requirements for
 - (i) identifying and removing barriers, and
 - (ii) preventing barriers from being established; and

- (c) require the individuals or organizations that are subject to the standard to implement those measures, policies, practices and other requirements within the period specified in the standard. 2017, c. 2, s. 27.

Application may be general or specific

28 An accessibility standard may be general or specific in its application and may be limited as to time and place. 2017, c. 2, s. 28.

Application to individuals or organizations

29 Accessibility standards may apply to individuals or organizations that

- (a) employ others;
- (b) offer accommodation;
- (c) own, operate, maintain or control an aspect of the built environment other than a private residence with three or fewer dwelling units;
- (d) provide goods, services or information to the public; or
- (e) engage in a prescribed activity or undertaking or meet other prescribed requirements. 2017, c. 2, s. 29.

Classes of persons, activities or aspects of built environment

30 An accessibility standard may apply to different classes of individuals or organizations or aspects of the built environment and, without limiting the generality of the foregoing, may apply to classes with respect to any attribute, quality or characteristic, or any combination of those things, including

- (a) the number of persons employed by an individual or organization or its annual revenue;
- (b) the type of activity or undertaking in which an individual or organization is engaged or the sector of the economy of which an individual or organization is a part; or
- (c) a particular characteristic of an aspect of the built environment, such as the type of infrastructure or the size of a building, a structure or premises, that is owned, operated, maintained or controlled by an individual or organization. 2017, c. 2, s. 30.

May define a class

31 An accessibility standard may define a class to include or exclude an individual or organization, or an aspect of the built environment, having the same or different attributes, qualities or characteristics. 2017, c. 2, s. 31.

More than one accessibility standard may apply

32 An individual or organization may be subject to more than one accessibility standard. 2017, c. 2, s. 32.

Must be publicly available

33 The Minister shall make a proposed accessibility standard publicly available. 2017, c. 2, s. 33.

Comments re proposed accessibility standard

34 Within 60 days after a proposed accessibility standard is made publicly available, or within any other longer period specified by the Minister, an individual or organization may submit comments about the proposed standard to the Minister. 2017, c. 2, s. 34.

Recommendation to Governor in Council

35 After consulting with the Board with respect to any comments and, if the Minister considers it appropriate, revising the proposed accessibility standard, the Minister shall recommend the standard to the Governor in Council for approval as a regulation. 2017, c. 2, s. 35.

Records

36 An individual or organization that is subject to an accessibility standard shall

- (a) prepare and keep records in accordance with the regulations;
- and
- (b) make the records available for inspection and examination under this Act and the regulations. 2017, c. 2, s. 36.

Compliance period

37 An individual or organization that is subject to an accessibility standard shall comply with it within the period specified in the standard. 2017, c. 2, s. 37.

Incentive-based measures

38 Where the Minister believes it is in the public interest to do so, the Minister may recommend that the Governor in Council prescribe incentive-based measures to encourage and assist an individual or organization, or a class of individuals or organizations, to meet or exceed an accessibility standard. 2017, c. 2, s. 38.

Accessibility plans

39 (1) Every public sector body shall prepare and make publicly available an accessibility plan within one year of the coming into force of this Act.

(2) A municipality, university or organization shall prepare and make publicly available an accessibility plan within one year of being prescribed as a public sector body. 2017, c. 2, s. 39.

Accessibility plan must include

40 An accessibility plan must include

- (a) a report on measures the public sector body has taken and intends to take to identify, remove and prevent barriers;
- (b) information on procedures the public sector body has in place to assess the following for their effect on accessibility for persons with disabilities:
 - (i) any of its proposed policies, programs, practices and services, and
 - (ii) any proposed enactments or by-laws it will be administering; and
- (c) any other prescribed information. 2017, c. 2, s. 40.

Input for accessibility plan

41 A public sector body shall seek input from persons with disabilities and representatives of organizations representing persons with disabilities when preparing an accessibility plan. 2017, c. 2, s. 41.

Updated and publicly available

42 A public sector body shall update its accessibility plan every three years and make it publicly available. 2017, c. 2, s. 42.

Joint accessibility plan

43 Two or more public sector bodies may agree to have a joint accessibility plan. 2017, c. 2, s. 43.

Accessibility advisory committee

44 (1) Every public sector body shall establish an accessibility advisory committee or continue any such committee that was established before the coming into force of this Act.

(2) At least one half of the members of an accessibility advisory committee must be persons with disabilities or representatives from organizations representing persons with disabilities. 2017, c. 2, s. 44.

COMPLIANCE AND ENFORCEMENT**Director of Compliance and Enforcement**

45 (1) The Minister shall appoint a Director of Compliance and Enforcement.

(2) The Director shall

- (a) carry out the powers and duties assigned to the Director under this Act;
- (b) advise the Minister with respect to compliance and enforcement matters; and

- (c) perform such duties as are assigned by the Minister.

(3) The Director may delegate the exercise of any of the Director's duties, powers or functions, other than the power to review an order or decision. 2017, c. 2, s. 45.

Inspectors and other persons to assist

46 (1) Inspectors and other persons required to administer compliance with and enforcement of this Act and the regulations shall be appointed by the Minister in accordance with the *Civil Service Act*.

(2) Notwithstanding subsection (1), the Minister may engage, upon such terms and conditions as the Minister considers necessary, the services of such persons as the Minister requires for administering compliance with and enforcement of this Act and the regulations. 2017, c. 2, s. 46.

Identification card

47 (1) An inspector carrying out an inspection under this Act shall produce, on request, an identification card provided by the Minister for that purpose.

(2) A copy of an identification card purporting to be signed by the Minister is proof in any court of law that an individual is an inspector. 2017, c. 2, s. 47.

Inspections

48 (1) An inspector may carry out an inspection in response to a complaint or in relation to an activity as directed by the Director.

(2) An inspector may carry out any inspection, examination or test reasonably required to

- (a) determine compliance with this Act and the regulations;

- (b) verify the accuracy or completeness of a record or of other information required to be prepared under this Act and the regulations; or

- (c) perform any other duty or function that the inspector considers necessary or advisable in the administration or enforcement of this Act and the regulations.

(3) When carrying out an inspection under this Section, an inspector may

- (a) require the production of any document or record for inspection and copying; and

- (b) inspect the physical premises and equipment. 2017, c. 2, s. 48.

Public Inquiries Act

49 An inspector has all the powers, privileges and immunities of a commissioner appointed under the *Public Inquiries Act*, with the exception of the powers of contempt, arrest and imprisonment. 2017, c. 2, s. 49.

Powers of inspector

50 (1) Subject to subsection (2), an inspector may, at any reasonable time, enter

(a) any land or any building, structure, premises or place that is subject to this Act or the regulations; or

(b) any other premises or place where the inspector has reasonable grounds to believe that records or things relevant to the administration or enforcement of this Act or the regulations are kept,

for the purpose of administering and enforcing this Act or the regulations.

(2) An inspector may not enter a private dwelling place or any part of a place that is designed to be used and is being used as a permanent or temporary private dwelling place except

(a) with the consent of the occupant of the place; or

(b) under an order granted under Section 51. 2017, c. 2, s. 50.

Court order

51 (1) Where a justice is satisfied on evidence under oath by an inspector that

(a) there are reasonable grounds to believe that it is appropriate for the administration of this Act for the inspector to do anything set out in Section 48; and

(b) the inspector may not be able to carry out duties under this Act effectively without an order under this Section because

(i) no person is present to grant access to premises that are locked or otherwise inaccessible,

(ii) a person has denied the inspector access to premises or there are reasonable grounds for believing that a person may deny the inspector access to premises,

(iii) a person has prevented the inspector from doing one or more things set out in Section 48 or denied the inspector access to something, as a result of which the inspector is unable to do one or more things set out in Section 48,

(iv) there are reasonable grounds to believe that a person may prevent an inspector from doing one or more things set out in Section 48, or may deny the inspector access

to something as a result of which the inspector may be unable to do one or more things set out in Section 48,

(v) it is impractical, because of the remoteness of the premises to be inspected or because of any other reason, for the inspector to obtain an order under this Section without delay if access is denied, or

(vi) there are reasonable grounds to believe that an attempt by the inspector to do anything set out in Section 48 without the order might defeat the purpose of that Section or cause an adverse effect,

the justice may issue an order authorizing the inspector to do anything set out in Section 48 that is specified in the order for the period set out in the order.

(2) The period referred to in subsection (1) may not extend beyond 30 days after the date on which the order is made, but the order may be renewed for any reason set out in subsection (1) for one or more periods, each of which may not be more than 30 days.

(3) An application for an extension under subsection (2) may be made before or after the expiry of the period.

(4) An order under this Section may be issued or renewed on application without notice. 2017, c. 2, s. 51.

Order or finding of inspector

52 (1) An inspector who finds that this Act or the regulations are being or have been contravened may issue an order, in the form prescribed, requiring the individual or organization responsible for the contravention to remedy it.

(2) Where an inspector carries out an inspection and finds that this Act or the regulations are not being or have not been contravened the inspector shall document the finding and any relevant information leading to the finding. 2017, c. 2, s. 52.

Director may review decision of inspector

53 The Director may, on the Director's own motion, review any decision of an inspector that does not result in the issuance of an order and may confirm the inspector's decision or direct the inspector to issue an order under subsection 52(1). 2017, c. 2, s. 53.

Review of inspector's order

54 (1) An individual or organization named in an order made under subsection 52(1) may request the Director to review the order.

(2) A request must be made in writing and must include the individual's or organization's name and address, the reasons for requesting the review

and any additional information that the individual or organization wants to be considered by the Director.

(3) The Director is not required to hold a hearing when a request for review is made.

(4) A request for review operates as a stay of the inspector's order pending the outcome of the review by the Director.

(5) The Director may confirm, revoke or vary the order.

(6) The Director shall, within 60 days of the request for review being made, provide the individual or organization who requested the review with

(a) a copy of the Director's decision, with written reasons;
and

(b) notification of the right to appeal the decision to the Court under Section 60.

(7) Where a request for review of an inspector's order is not received by the Director within 30 days after the order is served, the inspector's order is final. 2017, c. 2, s. 54.

Administrative penalty

55 (1) Subject to Section 56, where the Director is of the opinion that an individual or organization has failed to comply with an inspector's order within the period specified in the order, the Director may issue a written notice requiring the individual or organization to pay an administrative penalty in the amount prescribed.

(2) Notice of an administrative penalty may only be issued after the period for appealing an order has expired or, where an appeal has been filed, after a decision has been made on the appeal.

(3) The notice of administrative penalty must be served on the individual or organization required to pay the penalty. 2017, c. 2, s. 55.

Limitation period

56 No penalty may be issued by the Director more than three years after the act or omission that renders the individual or organization liable to a penalty first came to the knowledge of the Director. 2017, c. 2, s. 56.

Certificate filed with Court

57 (1) The Director may file a certificate with the Court signed by the Director and setting out

(a) the amount of the administrative penalty issued; and

(b) the individual or organization against whom the penalty is issued.

(2) A certificate filed under this Section has the same force and effect as if it were a judgment obtained in the Court for the recovery of a debt in the amount set out in the certificate and may be enforced in the same manner as a judgment of the Court. 2017, c. 2, s. 57.

Effect of payment of administrative penalty

58 An individual or organization who pays an administrative penalty for an incident of non-compliance may not be charged with an offence with respect to that non-compliance unless the non-compliance continues after the penalty is paid. 2017, c. 2, s. 58.

Use of administrative penalty fees

59 Administrative penalties paid under this Act must be used for the purpose of accessibility initiatives, including public education and awareness. 2017, c. 2, s. 59.

Appeal

60 (1) Any individual or organization who is directly affected by a decision of the Director made under

- (a) Section 54 with respect to an order; or
- (b) Section 55 with respect to an administrative penalty,

may appeal the decision by filing a notice of appeal with the Court and serving a copy on the Director and any other person who the Court orders to be served.

(2) An appeal may be made on the following grounds:

- (a) in the case of a decision under Section 54, that the finding of a contravention of this Act or the regulations was incorrect; or
- (b) in the case of an administrative penalty, that
 - (i) the amount of the penalty was not determined in accordance with the regulations, or
 - (ii) the amount of the penalty is not justified in the public interest.

(3) An appeal may not be commenced more than 30 days after the individual or organization receives a decision of the Director. 2017, c. 2, s. 60.

Duties of Director on appeal

61 On receipt of the notice of appeal under subsection 60(1), the Director shall file with the Court true copies of

- (a) all documents and materials that were before the Director when the Director made the decision;
- (b) the Director's decision; and
- (c) the Director's written reasons for the decision. 2017, c. 2, s. 61.

Powers of court

62 (1) On hearing an appeal under Section 60, the Court may confirm, vary or dismiss the decision or refer the matter back to the Director.

(2) The Court may make any order as to costs on an appeal that the Court considers appropriate. 2017, c. 2, s. 62.

Appeal operates as stay

63 The commencement of an appeal under Section 60 operates as a stay of the decision pending the outcome of the appeal. 2017, c. 2, s. 63.

Director's report

64 (1) The Director shall maintain a database of all complaints of non-compliance, inspector visits, orders issued, Director reviews, notices of administrative penalties and appeals and shall provide the Minister with a summary report annually or at any more frequent interval as requested by the Minister.

(2) The Minister shall share the report prepared pursuant to subsection (1) with the Accessibility Directorate and the Accessibility Advisory Board.

(3) The Minister may issue public reports disclosing details of orders and decisions made and administrative penalties issued under this Act which may include personal information as defined in the *Freedom of Information and Protection of Privacy Act*. 2017, c. 2, s. 64.

Documents to be provided in accessible format

65 The following documents must be provided in an accessible format and at no charge to a person within a reasonable period after the person requests it from the Minister or a public sector body:

- (a) in the case of the Minister,
 - (i) the recommendations of the Board,
 - (ii) a proposed accessibility standard,
 - (iii) a review conducted under Section 66,
 - (iv) any educational and awareness tools made publicly available,
 - (v) a summary report prepared by the Board,
 - (vi) an accessibility plan; and

- (b) in the case of a public sector body, its accessibility plan. 2017, c. 2, s. 65.

Review of Act and accessibility standards

66 (1) Within four years after the coming into force of this Act, and at least every five years thereafter, the Governor in Council shall appoint a person to undertake a comprehensive review of the effectiveness of the Act and the accessibility standards and report on the person's findings to the Minister.

(2) The person undertaking the review under this Section shall consult with

- (a) persons with disabilities;
- (b) representatives from organizations representing persons with disabilities; and
- (c) representatives from organizations affected by the implementation of the accessibility standards.

(3) Within 30 days of receiving the report, the Minister shall

- (a) make the report publicly available; and
- (b) table the report in the House of Assembly if the Assembly is then sitting or, where the Assembly is not then sitting, file it with the Clerk of the Assembly. 2017, c. 2, s. 66.

No action lies

67 No action lies against the Minister, the Accessibility Directorate, the Board, the Director, an inspector or any other person acting under the authority of this Act for anything done, or omitted to be done, in good faith, in the exercise or intended exercise of a power or duty under this Act or the regulations. 2017, c. 2, s. 67.

Offence and penalty

68 An individual or organization who

- (a) repeatedly fails to
 - (i) prepare and keep records in accordance with the regulations,
 - (ii) make the records available for inspection and examination, or
 - (iii) comply with an accessibility standard as required under Section 37;
- (b) knowingly makes a false or misleading statement to the Minister or an inspector acting under the authority of this Act;
- (c) knowingly makes a false or misleading statement in a record or report given or required under this Act;

(d) hinders, obstructs or interferes with, or attempts to hinder, obstruct or interfere with, the Minister or an inspector acting under the authority of this Act; or

(e) continues to fail to comply with an inspector's order after having been issued an administrative penalty, regardless of whether the penalty is paid,

is guilty of an offence and liable on summary conviction to a fine of not more than \$250,000. 2017, c. 2, s. 68.

Offence by employee

69 In a prosecution of an offence under this Act, it is sufficient proof of the offence to establish that it was committed by an employee or agent of the accused whether or not the employee or agent is identified or has been prosecuted for the offence, unless the accused establishes that the offence was committed without the knowledge or consent of the accused. 2017, c. 2, s. 69.

Liability of directors, officers and agents

70 Where an organization commits an offence, a director, officer or agent of the organization who authorized, permitted or acquiesced in the offence is also guilty of the offence and liable on summary conviction to the penalty set out in Section 68, whether or not the organization has been prosecuted or convicted. 2017, c. 2, s. 70.

Regulations

71 (1) The Governor in Council may make regulations

(a) prescribing municipalities, universities and organizations as public sector bodies;

(b) prescribing the manner in which a document must be made publicly available;

(c) prescribing an activity, undertaking or other requirements for the purpose of clause 29(e);

(d) establishing accessibility standards;

(e) exempting an individual or organization or a class of individuals or organizations, or an aspect of the built environment, from the application of any provision of this Act or the regulations and prescribing terms and conditions for the exemption;

(f) respecting record-keeping and reporting requirements for individuals and organizations that are subject to an accessibility standard;

(g) respecting incentive-based measures to encourage and assist an individual or organization, or a class of individuals or organizations, to meet or exceed an accessibility standard;

- (h) respecting accessibility plans, including the content, timing and preparation of such plans;
- (i) respecting the offices, positions, territorial jurisdiction and duties of inspectors generally or specifically;
- (j) establishing rules governing the qualifications, office, position, duties, conduct and discipline of inspectors;
- (k) respecting the form of the order an inspector may make, including the content of the order and the method of its service;
- (l) prescribing the form an inspector must use when making an order under Section 52;
- (m) prescribing the form an inspector must use to document a finding that the Act or the regulations has not been contravened;
- (n) for the purpose of Section 55, respecting administrative penalties for contraventions of this Act, including regulations
 - (i) prescribing the form and content of the notice of administrative penalty,
 - (ii) respecting the determination of amounts of administrative penalties, which may vary according to the nature or frequency of the contravention and whether it is an individual or organization in non-compliance, and
 - (iii) respecting any other matter necessary for the administration of the system of administrative penalties provided for under this Act;
- (o) respecting the specific use to be made of any funds collected through the imposition of administrative penalties;
- (p) respecting the manner in which any order, notice or other document under this Act may be served, given or provided to any individual or organization;
- (q) defining any word or expression used but not defined in this Act;
- (r) respecting any matter or thing the Governor in Council considers necessary or advisable to effectively carry out the intent and purpose of this Act.

(2) The exercise by the Governor in Council of the authority contained in subsection (1) is a regulation within the meaning of the *Regulations Act*. 2017, c. 2, s. 71.

Disabled Persons' Commission Act repealed

72 Chapter 130 of the Acts of 1989, the *Disabled Persons' Commission Act*, is repealed. 2017, c. 2, s. 72.

Effective date

73 This Act comes into force on such day as the Governor in Council orders and declares by proclamation. 2017, c. 2, s. 73.

Proclaimed - September 15, 2017
In force - September 18, 2017

APPENDIX D

Accessibility Advisory Committee

1. PURPOSE

- 1.1. The Accessibility Advisory Committee provides advice to Council on identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in helping the Region of Windsor and West Hants Municipality become a barrier-free community and ensuring obligations under "An Act Respecting Accessibility in Nova Scotia (2017)" are met.

2. SCOPE

- 2.1. This Policy is applicable to all members appointed to the Municipality's Accessibility Advisory Committee.

3. DEFINITIONS

- 3.1. In Appendix D,
- a) "AAC" means the Accessibility Advisory Committee of the Municipality;
 - b) "Act" means the *Accessibility Act*;
 - c) "Barrier" means anything that hinders or challenges the full and effective participation in society of persons with disabilities including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice;
 - d) "Council" means the Council for the Municipality;
 - e) "Disability" includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability; that, in interaction with a barrier, hinders an individual's full and effective participation in society;
 - f) "Municipality" means the Region of Windsor and West Hants Municipality (or name of the Regional Municipality given as per Section 11 of the Region of Windsor and West Hants Municipality Act), effective April 1, 2020.

4. COMMITTEE COMPOSITION

- 4.1. The AAC will consist of seven (7) members as follows:
- To a two-year term – One (1) members of Council
 - To a two-year term – four (4) Resident members
 - To a three-year term – two (2) Resident members.
- 4.2. Resident members will not be members of Council or employees of the Municipality.

-
- 4.3. At least one half of the members of the AAC must be persons with disabilities or representatives from organizations representing persons with disabilities.
- 4.4. If a member vacates AAC for any reason at any time before that member's term would normally expire, Council will promptly appoint a new member to the Committee to hold office for the unexpired term.
- 4.5. The Chair and Vice-Chair will be appointed annually by the members of AAC.

5. MANDATE AND RESPONSIBILITIES

- 5.1. AAC has the following responsibilities:
- a) Advise Council in the preparation, implementation and effectiveness of its accessibility plan. In accordance with the Act, the plan must include:
 - A report on measures the Municipality has taken and intends to take to identify, remove and prevent barriers;
 - Information on procedures the Municipality has in place to assess the following for their effect on accessibility for persons with disabilities:
 - i. Any of its proposed policies, programs, practices and services, and
 - ii. Any proposed enactments or bylaws it will be administering; and
 - Any other prescribed information.
 - b) Advise Council on the impact of the Municipality's policies, programs and services on persons with disabilities;
 - c) Review and monitor existing and proposed Municipal by-laws to promote full participation of persons with disabilities, in accordance with the Act;
 - d) Identify and advise on the accessibility of existing and proposed municipal services and facilities;
 - e) Advise and make recommendations about strategies designed to achieve the objectives of the Municipality's Accessibility Plan;
 - f) Receive and review information directed to it by Council and its committees, and to make recommendations as requested;
 - g) Monitor Federal and Provincial government directives and regulations; and,
 - h) Host community consultations related to accessibility in the Municipality.

6. ADMINISTRATION

- 6.1. AAC will meet no less than six times per year, or otherwise as required to fulfill the duties as outlined.
- 6.2. A quorum for AAC will be a majority, four (4) members.
- 6.3. The AAC may receive presentations from the public upon approval of the

Chair.

- 6.4. The AAC may establish Working Groups to explore specific issues related to the accessibility plan and/or to other responsibilities. Members of the Working Group may consist of additional members of the community. A member of the AAC shall chair the Working Group.



Committee of the Whole Excerpts
November 9, 2021

Avon Street Design Recommendation Report

Public Works intends to replace underground sanitary sewer, storm and water services and roadway surface structures on Avon Street in Windsor, approximately 310 meters in length.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVE THE AWARD OF TENDER WWHPW21-02 FOR ENGINEERING AND DESIGN WORK FOR THE AVON STREET INFRASTRUCTURE RENEWAL DESIGN TO THE LOW COMPLIANT BIDDER, DESIGNPOINT, FOR THE TENDERED PRICE OF \$27,854, PLUS ADDITIONAL GEOTECHNICAL TESTING SERVICES FOR THE PRICE OF \$21,189, FOR A TOTAL OF \$49,043, PLUS APPLICABLE TAXES.



West Hants
something inspiring awaits

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: November 9, 2021

Subject: Avon Street Windsor Infrastructure Renewal Design

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 the award of tender WHPW21-02 for engineering and design work for Avon Street Infrastructure Renewal Design to the low compliant bidder, DesignPoint, for the tendered price of \$27,854, plus additional geotechnical testing services for the price of \$21,189, for a total of \$49,043, plus applicable taxes.

BACKGROUND

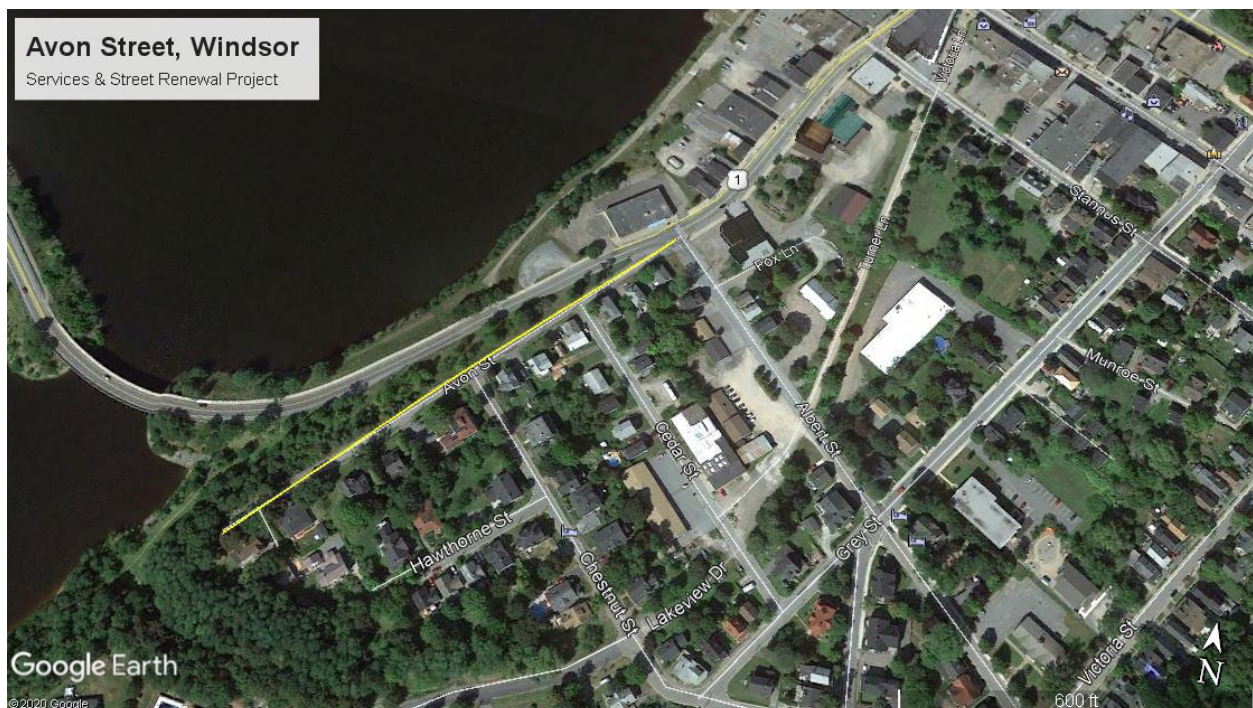
Property	Public Opinion	Environment	Social	Economic	Councillor Activity
☐	☐	☐	☒	☐	☐

Public Works intends to replace underground sanitary sewer, storm and water services and roadway surface structures on Avon Street in Windsor, approximately 310 meters in length.

In January 2021, Public Works requested proposals from pre-qualified engineering consultants to support this project from design through final construction.

1. Provide engineering and design services to meet all provincial and municipal specification standards;
2. Include design services for replacement water, sanitary sewer, storm water, roadway and sidewalk infrastructure within the project site;
3. Include environmental planning and permitting required for the execution of all work;
4. Include transportation (NSTAT) planning and permitting required for the execution of all work;
5. Include quality control field and laboratory testing services; and
6. Include overall project management, construction site monitoring and providing final close-out report with record drawings.

DISCUSSION



The design contract provides for the engagement of a pre-qualified professional engineering consultant to support the project from design through final construction. Inspection services during the key phases of construction will be carried out by the engineering consultant, with available support of municipal staff.

Request for pricing and proposal includes provision of the following:

- Initial site visits to evaluate the site conditions and existing infrastructure;
- Start-up meeting with municipal staff to review the project and confirm the consultants understanding of the project;
- Obtain and submit any required approvals and/or permits for necessary work;
- Preliminary design to include 50% design;
- Detailed design will include advancing the 50% design based on discussions with municipal staff and comments during the preliminary design review;
- 95% review for comments and a “Class A” cost estimate c/w detailed quantity take off;
- 100% design package for Tender;
- Tender package to include contract documents, design drawings and technical specifications based on applicable municipal and provincial Municipal Standard Specifications;
- Review of all tenders submitted together with all accompanying documentation along with written recommendation letter to municipality to support award of tender;
- Approval of shop drawings;
- Inspection support during keys phases of construction;
- Review and final approval of project close-out documents;
- Provision of geotechnical services during construction; and
- Issuance of record drawings.

The municipality would like to be prepared to call for tenders for a summer construction start, with project completion within the 2022/23 fiscal period. Design and tender documents are to be prepared by the successful consultant in accordance with the latest edition of the Municipal Standard Specifications.

On January 21, staff issued an Invitation for Proposal (RFP) for Design Services for this project to prequalified engineering consultants, closing on February 11. The call for proposals resulted in four proposals being submitted for evaluation. The proposals were evaluated for completeness and technical ability to execute the scope of work. Due to the delay in budget consideration for this project, award of design has been deferred. Public Works staff has recently requested updated pricing from the four proponents to ensure the bid validity.

The four updated bid prices received included:

• DesignPoint	Design \$27,854	Geotech \$21,189	Total \$ 49,043
• EXP	Design \$37,979	Geotech \$17,910	Total \$ 55,889
• CBCL	Design \$44,428	Geotech \$15,000	Total \$ 59,428
• WSP	Design \$50,057	Geotech \$27,760	Total \$ 77,817

DesignPoint was deemed to be the low compliant bidder and has previous experience and qualification with the engineering and design of similar projects in West Hants and throughout Nova Scotia; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to DesignPoint to proceed with engineering and design work in accordance with their proposal.

FINANCIAL IMPLICATIONS

Council has previously approved \$434,950 in the 2021-22 capital budget for Albert Street design and construction and College Street design. Funding up to \$100,000 from capital reserves with the remaining coming from long-term borrowing. Currently \$32,307 has been utilized, leaving \$402,643 remaining in the budget. College Street's designed proposal will utilize \$65,089, leaving \$337, 554 remaining in the 2021-22 Capital Budget.

As construction for Albert has been deferred to 2022-23, it is recommended that the unused Windsor Road Rehabilitations capital budget, be applied to Avon Street. This will ensure the Municipality has a shovel ready project for the 2022-23 construction season.

With applicable taxes, Avon Street's design will utilize \$51,147 of the budget. With \$2,604 coming from the capital reserves and the remaining coming from long-term borrowing. The debt servicing cost would be \$2,807 of the \$19,370 approved in the 2021-22 operating budget.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by:



Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by:



Todd Richard, Director of Public Works

Report Reviewed by:

Carlee Rochon, Director of Financial Services

Report Approved by:



Mark Phillips, Chief Administrative Officer



Committee of the Whole Excerpts
November 9, 2021

College Road Design Recommendation Report - WWHPW21-17

Public Works intends to replace underground water services and roadway surface structures on College Road in Windsor from Gladys M Manning Memorial Retirement Home to King Street, approximately 1200 meters in length.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVE THE AWARD OF TENDER WWHPW21-17 FOR THE ENGINEERING AND DESIGN WORK FOR THE COLLEGE ROAD INFRASTRUCTURE RENEWAL DESIGN TO THE LOW COMPLIANT BIDDER, EXP, FOR THE TENDERED PRICE OF \$53,636, PLUS ADDITIONAL GEOTECHNICAL TESTING SERVICES DURING CONSTRUCTION FOR THE PRICE OF \$8,776, FOR A TOTAL OF \$62,412 BEFORE APPLICABLE TAXES.



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: November 9, 2021

Subject: College Road Windsor Infrastructure Renewal Design

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 the award of tender WHPW21-17 for engineering and design work for College Road Infrastructure Renewal Design to the low compliant bidder, EXP, for the tendered price of \$53,636, plus additional geotechnical testing services during construction for the price of \$8,776, for a total of \$62,412 before applicable taxes.

BACKGROUND

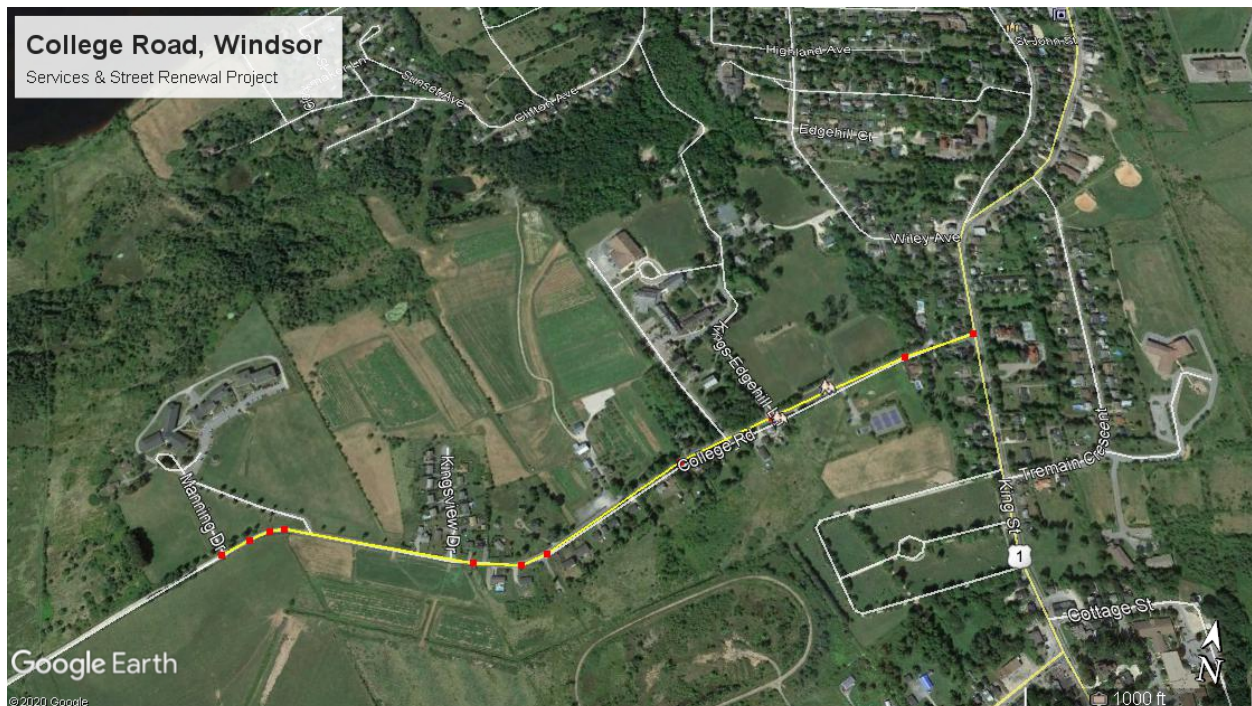
Property ☐	Public Opinion ☐	Environment ☐	Social ☒	Economic ☐	Councillor Activity ☐
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Public Works intends to replace underground water services and roadway surface structures on College Road in Windsor from Gladys M Manning Memorial Retirement Home to King Street, approximately 1200 meters in length.

In October 2021, Public Works requested proposals from pre-qualified engineering consultants to support this project from design through final construction.

1. Provide engineering and design services to meet all provincial and municipal specification standards;
2. Include design services for replacement water, sanitary sewer, storm water, roadway and sidewalk infrastructure within the project site;
3. Include environmental planning and permitting required for the execution of all work;
4. Include transportation (NSTAT) planning and permitting required for the execution of all work;
5. Include quality control field and laboratory testing services; and
6. Include overall project management, construction site monitoring and providing final close-out report with record drawings.

DISCUSSION



The design contract provides for the engagement of a pre-qualified professional engineering consultant to support the project from design through final construction. Inspection services during the key phases of construction will be carried out by the engineering consultant, with available support of municipal staff.

Request for pricing and proposal includes provision of the following:

- Initial site visits to evaluate the site conditions and existing infrastructure;
- Start-up meeting with municipal staff to review the project and confirm the consultants understanding of the project;
- Obtain and submit any required approvals and/or permits for necessary work;
- Preliminary design to include 50% design;
- Detailed design will include advancing the 50% design based on discussions with municipal staff and comments during the preliminary design review;
- 95% review for comments and a “Class A” cost estimate c/w detailed quantity take off;
- 100% design package for Tender;
- Tender package to include contract documents, design drawings and technical specifications based on applicable municipal and provincial Municipal Standard Specifications;
- Review of all tenders submitted together with all accompanying documentation along with written recommendation letter to municipality to support award of tender;
- Approval of shop drawings;
- Inspection support during keys phases of construction;
- Review and final approval of project close-out documents;
- Provision of geotechnical services during construction; and
- Issuance of record drawings.

The municipality would like to be prepared to call for tenders for a spring/summer construction start, with project completion within the 2022/23 fiscal period. Design and tender documents are to be prepared by the successful consultant in accordance with the latest edition of the Municipal Standard Specifications.

On October 7, staff issued a Invitation for Proposal (RFP) for Design Services for this project to prequalified engineering consultants, closing on October 21. The call for proposals resulted in three proposals being submitted for evaluation. The proposals were evaluated for completeness and technical ability to execute the scope of work.

The three bids received included:

- | | | |
|---------------|---------------------------|------------------------|
| • EXP | Design Services \$53,636. | Geotechnical \$8,776. |
| • DesignPoint | Design Services \$52,596. | Geotechnical \$16,840. |
| • WSP | Design Services \$86,560. | Geotechnical \$TBA |

EXP was deemed to be the low compliant bidder and has previous experience and qualification with the engineering and design of similar projects in Cumberland County and throughout Nova Scotia; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to exp to proceed with engineering and design work in accordance with their proposal.

FINANCIAL IMPLICATIONS

Council has previously approved \$434,950 in the 2021/22 capital budget for Albert Street Windsor design and construction and College Street design. Funding up to \$100,000 from capital reserves with the remaining coming from long-term borrowing. Currently \$32,307 has been utilized, leaving \$402,643 remaining in the budget.

Albert Steet construction did not take place this season due to late budget approval. The design work is still being completed and therefore staff would not recommend a late construction start involving work in the winter months. Staff hope to be in a position to tender the Albert Street construction this spring 2022.

With applicable taxes, College Street's design will utilize \$65,089 of the budget, coming from the capital reserves. Leaving \$337,554 remaining in the 2021-22 Capital Budget.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

The report highlights that this work is "pre-planning" which will provide more accurate design and costing for the project to best prepare Council for the 2022/23 budget deliberations. The report further speaks to the financial capacity to complete this work.

I support the recommendation.

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
November 9, 2021

Commercial Development District Improvement By-law

The new Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVES FIRST READING AND HOLD A PUBLIC HEARING TO CONSIDER APPROVING THE COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT BY-LAW, RC-002, IN A MANNER SUBSTANTIVELY THE SAME AS THE DRAFT SET OUT IN ATTACHMENT A OF THE REPORT #20-21 TO THE PLANNING AND HERITAGE ADVISORY COMMITTEE DATED OCTOBER 14, 2021, WHICH WILL REPEAL THE COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT PLAN BY-LAW, BY-LAW #44, DATED OCTOBER 30, 2018 OF THE FORMER TOWN OF WINDSOR AND THE COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT BY-LAW, BY-LAW #C-002, DATED MARCH 26, 2019 OF THE FORMER MUNICIPALITY OF THE DISTRICT OF WEST HANTS.



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, Senior Planner

Date: 2021-11-09

Subject: Commercial Development District Improvement By-law; File # 20-21

LEGISLATIVE AUTHORITY

Section 71C of the Municipal Government Act

RECOMMENDATION

...that Committee of the Whole recommend that Council give First Reading and hold a Public Hearing to consider approving the Commercial Development District Improvement By-law, RC-002, in a manner substantively the same as the draft set out in Attachment A of the report #20-21 to the Planning and Heritage Advisory Committee dated October 14, 2021, which will repeal the Commercial Development District Improvement Plan By-law, By-law #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, By-law #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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The Commercial Development District Improvement (CDDI) By-law allows the phase-in of up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. This Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

DISCUSSION

Bill 177 was approved in 2016 to amend the *Municipal Government Act* to allow municipalities to phase-in up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. The phase-in assessment tool does not change property tax rates but allows a phase-in of commercial assessment increases.

The Commercial Development Districts for West Hants Regional Municipality as identified on the maps of the corresponding Municipal Planning Strategies are:

- Commercial core of Falmouth and Three Mile Plains
- Commercial and Industrial designations in Hantsport
- Town Centre designation and a portion of land designated Industrial incorporating the former mill property on the north side of Highway 101 at Exit 6 in Windsor.

The Commercial Development District Improvement (CDDI) By-law will only apply to properties within the Commercial Development Districts and only be able to be utilized by property owners who receive a commercial tax assessment and meet the eligibility requirements outlined in the By-law.

Planner Poirier reviewed both by-laws with the CAO and Director of Finance. The main differences between the former Windsor and former West Hants By-laws are:

- Windsor offers a rebate of taxes paid and West Hants offers a reduced property tax invoice; and
- Windsor allows staged development with the potential for multiple agreements on one property at a time whereas West Hants does not.

During discussions with the CAO and Director of Finance it was determined that a reduced property tax invoice would be the preferred method of administering the incentive and that multiple agreements should not be entered into on the same property. The Regional Commercial Development District Improvement By-law has been drafted in this manner.

Planner Poirier presented the draft Regional Commercial Development District Improvement (CDDI) By-law to the Planning and Heritage Advisory Committee (PAC/HAC) on October 14. The PAC/HAC discussed the benefits of the CDDI By-law and potential revisions to the designated areas to be discussed more during the plan review process. The PAC/HAC recommended in favour of the proposed Regional CDDI By-law on October 14, 2021.

NEXT STEPS

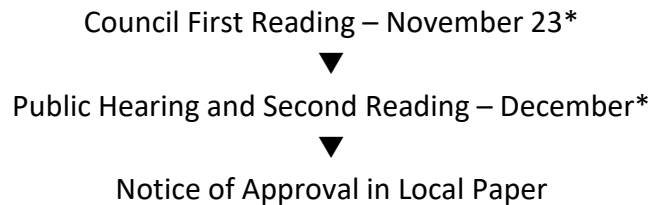
Process

PAC/HAC Review and Recommendation – October 14



COTW Review and Recommendation – November 9





*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are fees associated with advertising the Public Hearing and notice of approval for the Commercial Development District Improvement By-law. The advertising expenses for the consolidation of By-laws are funded through post-consolidation funding included in the 2021-22 Operating Budget.

The former Municipality of West Hants and former Town of Windsor already have separate Commercial Development District Improvement By-laws. This proposal is to align the method of the phase-in tax rebate for property owners within the designated areas that apply. Any phase-in assessment agreement would phase-in the increase in tax income for a property for up to 10 years. However, it may also incentivise property owners to create a larger investment in their properties and overall increase the tax revenue over the long term.

ALTERNATIVES

In response to this recommendation report, COTW may decide to:

- recommend that Council hold First Reading and schedule a Public Hearing to consider approving the Commercial Development District Improvement 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	2021-10-14 Staff Report to PAC/HAC - Commercial Development District Improvement By-law; File # 20-21
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CHIEF ADMINISTRATIVE OFFICER REVIEW

The existing by-law and recommendation is rooted by the purpose to provide an incentive that promotes commercial property growth and development. Creating this incentive is a tool that municipalities can use to support the growth of the business community by providing property tax relief over a defined period.

It appears that historic utilization of the program has been limited. In addition to supporting the recommendation a more robust promotion of the program might be required so that existing commercial growth and new commercial growth may benefit from this program.

I support the recommendation.

Report Prepared by: _____

Sara Poirier, Senior Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer



Attachment A

WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-10-14

Subject: Commercial Development District Improvement By-law; File # 20-21

LEGISLATIVE AUTHORITY

Section 71C of the Municipal Government Act

RECOMMENDATION

...that PAC/HAC recommends that Committee of the Whole recommend that Council give First Reading and hold a Public Hearing to consider approving the Commercial Development District Improvement By-law, RC-002, in a manner substantively the same as the draft set out in Attachment A of the report #20-21 to the Planning and Heritage Advisory Committee dated October 14, 2021, which will repeal the Commercial Development District Improvement Plan By-law, By-law #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, By-law #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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The Commercial Development District Improvement (CDDI) By-law allows the phase-in of up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. This Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

DISCUSSION

Bill 177 was approved in 2016 to amend the Municipal Government Act to allow municipalities to phase-in up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. The phase-in assessment tool does not change property tax rates but allows a phase-in of commercial assessment increases.

An increase in property assessments can deter property owners from updating, renovating or expanding their commercial ventures. This By-law, enabled by Bill 177, will allow the Municipality to create some financial relief by phasing-in up to fifty per cent (50%) of these assessment increases for commercial property owners within the designated areas to complete the renovations or construction. The reduced tax invoices are designed to stimulate building construction and the expansion of the economy of the Municipality.

Commercial Development District (CDD) Areas

To focus economic growth within areas that have existing municipal infrastructure, Bill 177 can only be used on properties with a commercial tax assessment that are serviced by municipal water and sewer. To enable use of the legislation, the former Town and Municipality designated Commercial Development Districts through map and text amendments to the Hantsport, West Hants and Windsor Municipal Planning Strategies and developed by-laws to outline the details of the phased-in assessment. The former Town of Windsor Commercial Development District Improvement Plan By-law came into effect in October 2018 and the former Municipality of the District of West Hants Commercial Development District Improvement By-law came into effect in March 2019.

Property Valuation Services Corporation (PVSC) categorizes properties into one of three classes for assessment purposes: residential, resource or commercial. Bill 177 applies to properties with a commercial tax assessment; therefore residential or resource properties would not be eligible but industrial properties, which PVSC assess as “commercial”, may be.

The Commercial Development Districts for West Hants Regional Municipality are:

- Commercial core of Falmouth and Three Mile Plains
- Commercial and Industrial designations in Hantsport
- Town Centre designation and a portion of land designated Industrial incorporating the former mill property on the north side of Highway 101 at Exit 6 in Windsor.

These areas are all identified on the maps of the corresponding Municipal Planning Strategies.

Commercial Development District Improvement By-law

The Commercial Development District Improvement (CDDI) By-law (Attachment A) will only apply to properties within the Commercial Development Districts and only be able to be utilized by property owners who receive a commercial tax assessment and meet the eligibility requirements outlined in the By-law.

The CDDI By-law: outlines definitions; states where the By-law applies; explains the development support program; describes the phased-in assessment agreement; and presents

the rebate calculation, limits, adjustments and duration. It also details scenarios and processes regarding staged or condominium developments.

The By-law will be managed by the Finance Department and reviewed every four (4) years by the Office of the CAO. This report would be considered part of the necessary review of the former Windsor and West Hants By-laws.

Planner Poirier reviewed both by-laws with the CAO and Director of Finance. The main differences between the former Windsor and former West Hants By-laws are:

- Windsor offers a rebate of taxes paid and West Hants offers a reduced property tax invoice; and
- Windsor allows staged development with the potential for multiple agreements on one property at a time whereas West Hants does not.

During discussions with the CAO and Director of Finance it was determined that a reduced property tax invoice would be the preferred method of administering the incentive and that multiple agreements should not be entered into on the same property. The Regional Commercial Development District Improvement By-law has been drafted in this manner.

Phased-In Assessment Agreement

Prior to receiving support through the by-law an owner must first enter into an agreement with the Municipality.

The Phased-In Assessment Agreement (Attachment B) describes: the applicants property information; definitions; details of participation; annual rebate funding calculation; conditions of payment; the owner's obligation; and the Municipalities rights. Attached to the final agreement with the property owner will be the legal description of the property, an example of the annual rebate calculation, and a list of development plans and drawings which were attached to the building permit.

The base year will be the year the resident applies to the program; the actual taxable assessed value is calculated following the completion of renovations or construction. The reassessment of the property's tax assessment due to the completion of construction will be conducted by Property Valuation Services Corporation (PVSC) once the construction is complete. Up to fifty percent (50%) of the difference between actual taxable assessed value for that year and the base year tax assessment will be eligible for phase-in over a period of 10-years.

Other municipalities in Nova Scotia have created programs that will have the property owner paying their full tax invoice and then receiving the phase-in rebate in the mail. Instead of this process, West Hants Regional Municipality will calculate and apply the rebate straight to the upcoming years tax invoice.

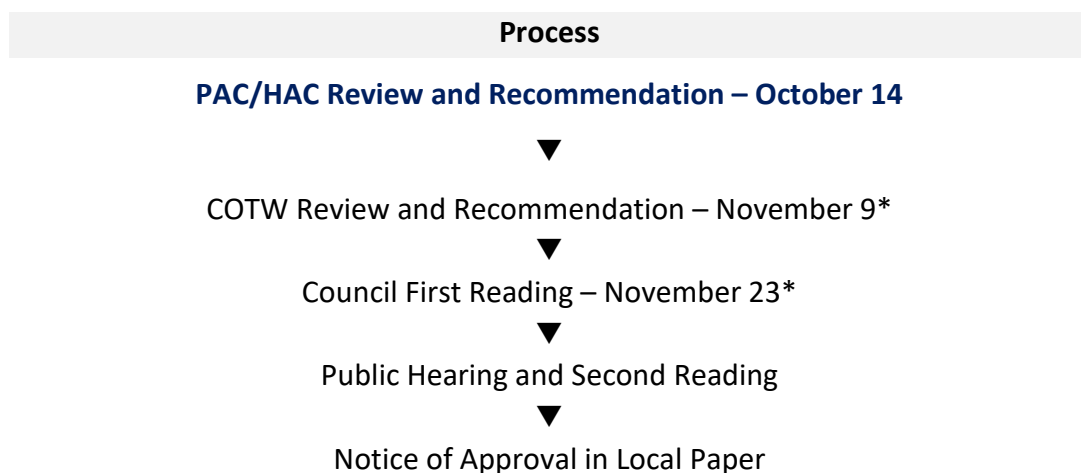
The agreement will be registered with the deed information for the property at the Land Registry Office. If the property owner sells the property, the subsequent owner has the option of taking over the agreement.

Process for Residents to Apply

Once the Regional CDDI By-law and Agreement are approved by the Minister of Municipal Affairs commercial property owners within the designated areas will be able to apply to participate in the program. For a resident to apply they would first have to determine if they are within the designated Commercial Development District by using the online map or calling the Municipal Planning and Development Department. After they verify that they are within the designated area they would then check with the Finance Department to ensure their property is eligible and meets the criteria of the CDDI By-law and Phased-In Assessment Agreement. Once receiving the initial approval from the Finance Department and signing off on their base year assessed value, the property owner would visit the Planning and Development Department to apply for their building permit for the construction or renovations. When the property owner receives final inspection approval for the construction and renovations, they would then visit the Municipal office to sign the Phase-In Assessment Agreement with the Finance Department. This Agreement would be registered with the Land Registry Office.

Planning and Development staff will work with the Finance Department and the Communications Coordinator to provide information to the residents within the designated areas through the Municipal website and social media.

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 Commercial Development District Improvement By-law. The advertising can be accommodated in the budget.

The former Municipality of West Hants and former Town of Windsor already have separate Commercial Development District Improvement By-laws. This proposal is to align the method of the phase-in tax rebate for property owners within the designated areas that apply. Any phase-in assessment agreement would phase-in the increase in tax income for a property for up to 10

years. However, it may also incentivise property owners to create a larger investment in their properties and overall increase the tax revenue over the long term.

ALTERNATIVES

In response to this recommendation report, the PAC/HAC may:

- recommend that Committee of the Whole recommend that Council hold First Reading and schedule a Public Hearing to consider approving the Commercial Development District Improvement By-law as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	Draft Regional Commercial Development District Improvement By-law
Attachment B	Current West Hants Commercial Development District Improvement By-law
Attachment C	Current Windsor Commercial Development District Improvement Plan By-law

Report Prepared by: _____
Sara Poirier, Senior Planner

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



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

WHEREAS it is desirable to permit the phase-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the West Hants Regional Municipality's Commercial Development Districts and further to provide a reduced property tax invoice for the Owner during the phase-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the *Municipal Government Act* (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allow the Municipality with the approval of the Minister of Municipal Affairs to pass this By-law;

THEREFORE the Council of the West Hants Regional Municipality, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law:

TITLE

1. This By-law shall be known as the Commercial Development District Improvement By-law and may be cited as the "CDDI By-law".

DEFINITIONS

2. In this By-law:
 - (a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration;
 - (b) "Annual Rebate" means the amount of the rebate in a year deducted from an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to Section 9 of this By-law;
 - (c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property and shall remain unchanged for the duration of the term of the Development Support Program for the Eligible Property;
 - (d) "Commercial Development Districts" or "CDDs" means the areas of the West Hants Regional Municipality established in Section 4 of this By-law;
 - (e) "Development" means investment that, in the opinion of the West Hants Regional

Municipality, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes but is not limited to construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential;

- (f) "Development Support Program" means the program set out in this By-law designed to stimulate building construction and the expansion of the economy of the West Hants Regional Municipality;
- (g) "Eligible Property" means an eligible commercial property or eligible contaminated property defined in Section 71C(1)(d) of the Municipal Government Act;
- (h) "Municipality" means West Hants Regional Municipality;
- (i) "Owner" means the person named on the assessment roll as responsible for the taxes for a property;
- (j) "Phased-In Assessment Agreement" means an agreement signed by the Owner of an of an Eligible Property and the Municipality which is written in substantially the same form as the Agreement set out in Appendix "E" of this By-law;
- (k) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:
$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} \text{ minus } \text{Base Year Taxable Assessed Value};$$
- (l) "Rebate Eligible Taxes" means the Commercial tax rate for the Municipality multiplied by the Rebate Eligible Assessment.

APPLICATION

- 3. This By-law shall apply to Eligible Properties located in CDDs.
- 4. The CDDs for the Municipality are depicted in the attached Appendix "A", Appendix "B", Appendix "C", and Appendix "D" as established in the Hantsport Municipal Planning Strategy, West Hants Municipal Planning Strategy and the Windsor Municipal Planning Strategy.

DEVELOPMENT SUPPORT PROGRAM

5. A Development Support Program is established to provide assistance to Owners of Eligible Property in the CDDs by providing the possibility of an Annual Rebate for the Owner, if the Owner undertakes Development of their Eligible Property which increases the commercial tax assessment of the Eligible Property. The Annual Rebates are designed to stimulate building construction and the expansion of the economy of the Municipality.
6. The Development Support Program may provide a participating Owner with an Annual Rebate on an Eligible Property by deducting all or a portion of the Rebate Eligible Taxes from the calculated tax invoice for that year.
7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Municipality. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time.

PHASED-IN ASSESSMENT AGREEMENT

8. (a) To be eligible to for an Annual Rebate for the upcoming tax year the Phased-In Assessment Agreement must be signed by January 31 of that year.
- (b) A Phased-In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this By-law. In the event of a conflict between the Phased-In Assessment Agreement and the By-law, the provisions of the By-law shall prevail.

REBATE CALCULATION

9. An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased-In Assessment Agreement as follows:

Year	Rebate (as % of the Rebate Eligible Taxes)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20

10	10
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REBATE LIMITS

10. The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

11. In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to reductions or increases resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced or increased accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.

DURATION

12. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the Development for which the Owner is receiving the rebate.
13. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the Eligible Property is demolished except to allow for eligible development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

14. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time. If at any point after the Development is complete, additional work is proposed on the Eligible Property that is not part of the original application, but may serve to further increase the commercial tax assessed value, such additional work shall not be

included in the calculation of the Annual Rebate, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time. The original application would be void, the base year would reset, and the Owner would enter into a new agreement.

CONDOMINIUMS

15. If a development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of all other condominium units.

REPEAL

16. In the event that this By-law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-law, despite its repeal in whole or in part, for the remaining duration of the signed Phased-In Assessment Agreement or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

17. An Owner's application to the Development Support Program must be made prior to the issuance of a development permit for the Development of the Eligible Property.
18. All proposed Developments must conform to all Provincial laws, Municipal By-laws, policies, and processes and all improvements must be made pursuant to applicable zoning requirements, development approvals and an approved building permit.
19. The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased-In Assessment Agreement.
20. The Owner of an Eligible Property in the CDD must not be in arrears of any property taxes or other fees and charges on the date that the Phased-In Assessment Agreement is signed.

PAYMENT

21. The Municipality will calculate and apply Annual Rebates to the Owner's annual property tax invoice provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Eligible Property;
 - (b) there are no outstanding orders on the Eligible Property from any Municipal or Provincial entity; and
 - (c) all other eligibility criteria and conditions are met.
22. In case of an assessment appeal, the Municipality reserves the right to withhold Annual Rebates pending final disposition of the appeal.

REQUIRMENT TO REVIEW THIS BY-LAW

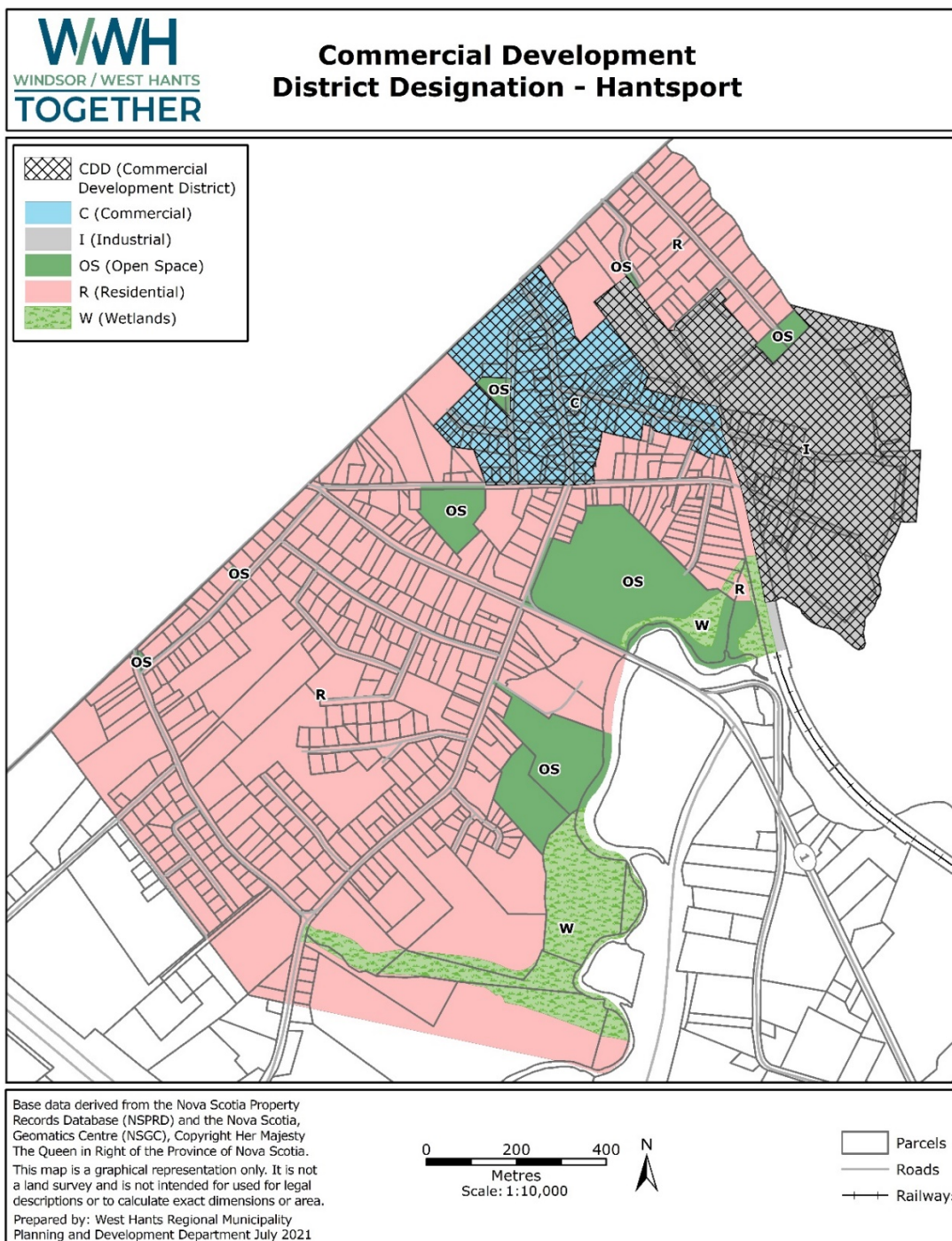
23. This By-law shall be reviewed by the Municipality within four years of its coming into force and every four years thereafter in accordance with Section 71E of the *Municipal Government Act*.

REPEAL

24. The Commercial Development District Improvement Plan By-law, Bylaw #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, Bylaw #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants are hereby repealed.

APPENDIX "A"

Commercial Development District – Hantsport





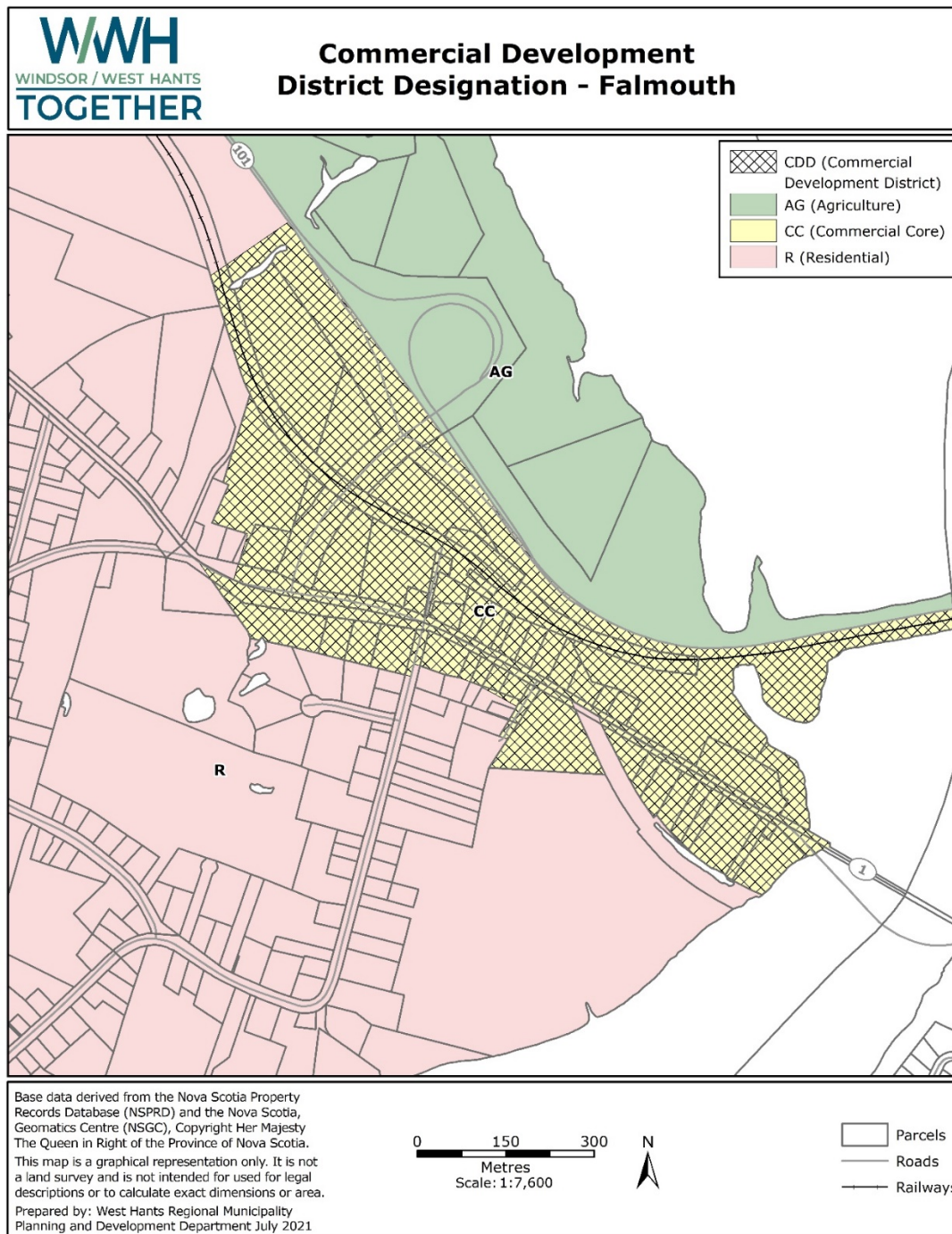
West Hants

WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

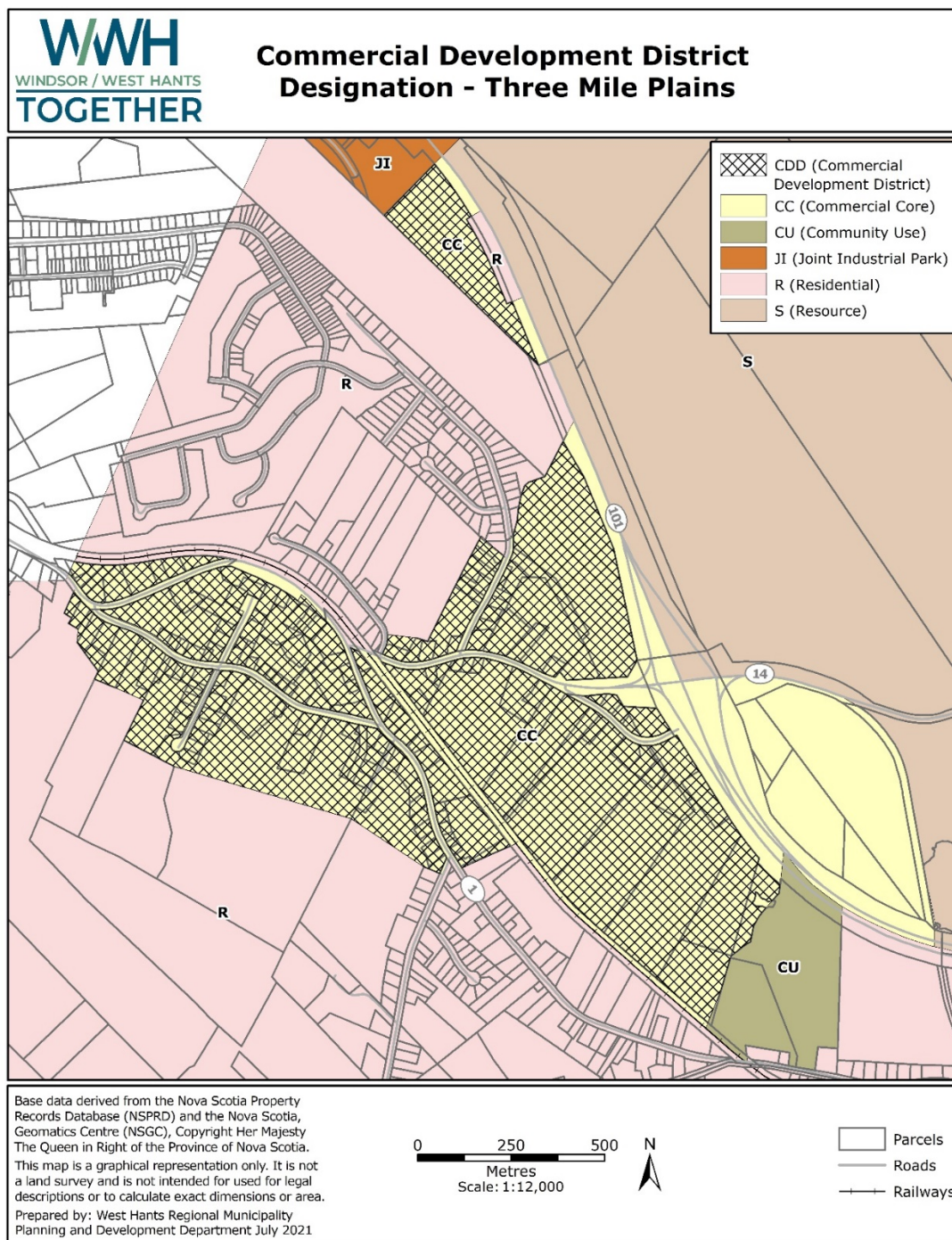
APPENDIX "B"

Commercial Development District Designation – Falmouth

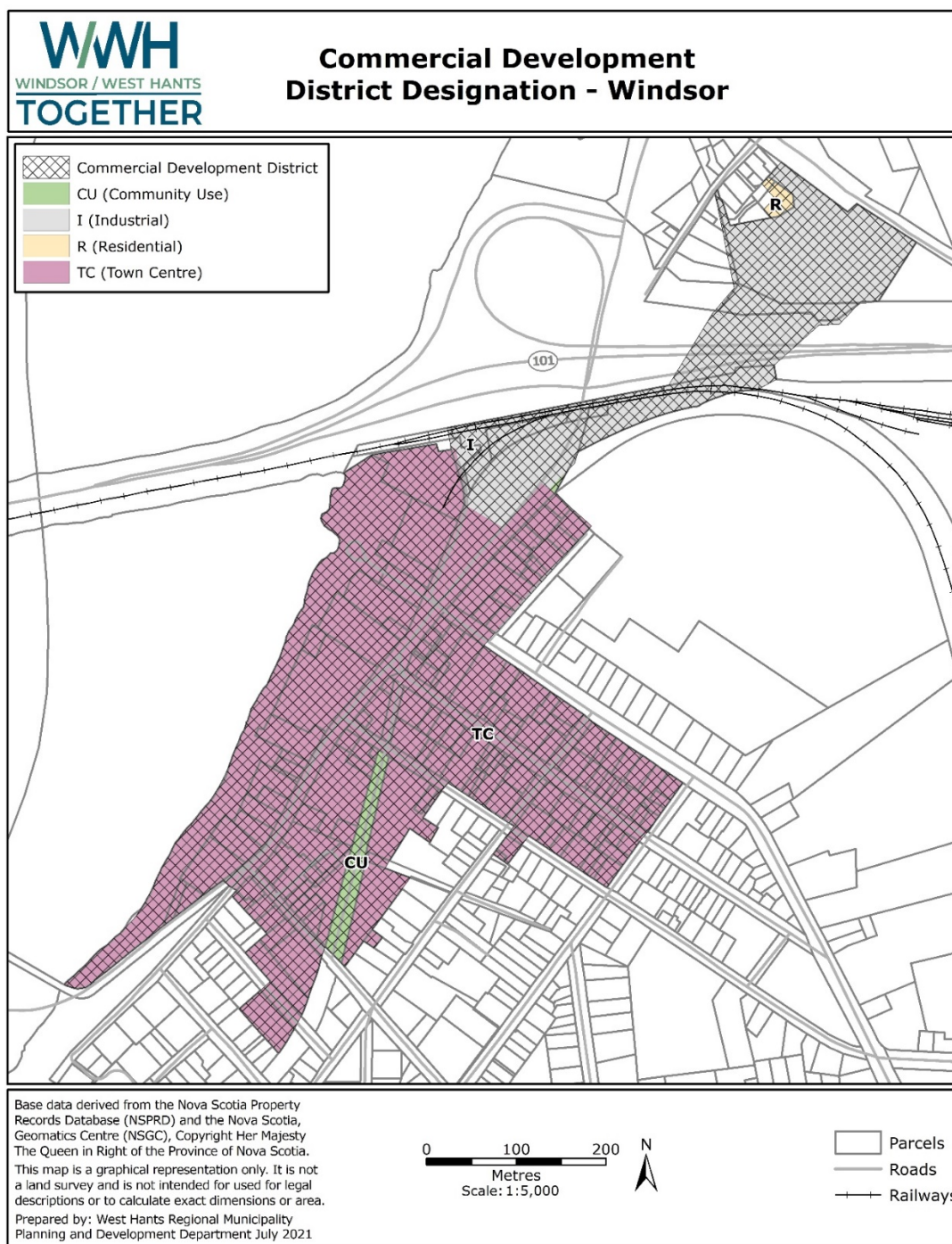


APPENDIX "C"

Commercial Development Designation – Three Mile Plains



APPENDIX "D"
Commercial Development District - Windsor



APPENDIX "E"
Phased-In Assessment Agreement

WEST HANTS REGIONAL MUNICIPALITY
PHASED-IN ASSESSMENT AGREEMENT

THIS AGREEMENT made as of the [day] day of [month], [year].

BETWEEN:

(the "Applicant")

– and –

West Hants Regional Municipality

(the "Municipality")

WHEREAS the Municipality adopted the "Commercial Development District Improvement By-Law" or "CDDI By-law", a program providing reduced tax invoices to participating Owners who undertake Development on an Eligible Property in a Commercial Development District;

AND WHEREAS the Applicant is the registered Owner of an Eligible Property which is located within a Commercial Development District and has applied to the Municipality for participation in the Development Support Program for the Property described below in Section 1 and in Schedule "A" of this Agreement; (the "Property");

AND WHEREAS the Municipality requires that a Phased-In Assessment Agreement be entered into between the Applicant and the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application



for participation in the Development Support Program by the Municipality, subject to and in accordance with the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY INFORMATION

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Assessment Account Number(s):

Mailing Address of Owner:

The Legal Description of the Property as set out in Schedule “A” of this Agreement.

2. DEFINITIONS

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI By-law, and Section 71C of the Municipal Government Act (Chapter 18 of the Acts of 1998).

The following terms shall have the meanings set out below:

- (a) “Agreement” means this Phased-In Assessment Agreement which is entered into between the parties pursuant to Sections 71C and 71D of the *Municipal Government Act*, and the CDDI By-law enacted by the Council of the West Hants Regional Municipality and as amended from time to time;
- (b) “Applicant” means the Owner applying to the Development Support Program;
- (c) “CAO” means the Chief Administrative Officer of the Municipality. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council;
- (d) “Director of Finance” means Director of Finance of the Municipality;
- (e) “Eligible Use” means permitted commercial uses as set out in the *Municipal Planning Strategy* and *Land Use By-Law* or the *Hantsport Municipal Planning Strategy* and *Land Use By-law*;

- (f) “Municipal Solicitor” means the lawyer appointed by the Municipality for the purpose of registering this Agreement under the Land Registration System;
- (g) “Property” means the Property described in Section 1 and Schedule “A” of this Agreement.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

- 3.1 The Applicant’s participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:
 - (a) the objectives and participation requirements of this Agreement and the CDDI By-law, attached as Schedule “C” to this Agreement, are met from year to year;
 - (b) all applicable Provincial and Municipal requirements, approvals, policies, and procedures are met; and
 - (c) the Property has undergone Development.

4. ANNUAL REBATE FUNDING CALCULATION

- 4.1 An Annual Rebate is calculated by the Director of Finance as a percentage of the Rebate Eligible Assessment as shown in the example in Schedule “B” to this Agreement.
- 4.2 Prior to the commencement of the Development Support Program, the Director of Finance shall determine the Base Year Taxable Assessed Value used to calculate the Rebate Eligible Assessment and the corresponding Annual Rebate. Following this determination, the Municipality will keep records in the same format as Schedule “B” which will be amend annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the Annual Rebate amount to be deducted from a Property through a reduced tax invoice as determined by the Director of Finance.
- 4.3 The Applicant shall have an opportunity to review the Director of Finance’s calculation of the Base Year Taxable Assessed Value prior to the finalization of the Annual Rebate Calculation, however the Director of Finance’s determination as to the calculation of the Base Year Taxable Assessed Value and the amount of the Annual Rebate shall be final.
- 4.4 In calculating the Annual Rebate, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Annual Rebate is deducted from a Property.
- 4.5 The Annual Rebate will be reduced by the Director of Finance for the year in which an Annual Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to

the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Annual Rebate percentage level applicable to that year.

- 4.6 The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to Section 4.8 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to increases or reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have resulted in a reduced tax invoice, future year entitlements may be increased or reduced accordingly.
- 4.9 Where Section 4.8 applies, any overpayment of an Annual Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.
- 4.10 If at any point after the Development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, Annual Rebate payments to a maximum of ten (10) annual reduced tax invoices will commence in the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 An Annual Rebate will only become payable after the Property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 An Annual Rebate can only be calculated and applied to the Owners tax invoice once annually, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Property;
 - (b) there are no orders to comply with any Municipal or Provincial entity with respect to the Property; and
 - (c) all other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

COMPLIANCE WITH REBATE APPLICATION

- 7.1 The Applicant shall undertake the Development in accordance with the Development Support Program.

COMPLIANCE WITH MUNICIPAL DIRECTIVES

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Municipality and shall undertake all necessary courses of action to ensure compliance.

COMPLIANCE WITH LEGISLATION

- 7.3 The Applicant agrees that the Development shall be completed in compliance with all required building permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use By-law requirements, Municipal requirements and other approvals required by law.

DEMOLITION/CONVERSION

- 7.4 The Applicant covenants to the Municipality that the Development will not be demolished

in whole or in part or converted to an ineligible use in whole or in part prior to the payment of the Annual Rebate over the term of this Agreement unless such demolition is required to enable Development approved by the Municipality under the terms of this Agreement.

- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent Development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the CAO, in his or her sole discretion will cease to advance future Annual Rebates or reduce the amount of future Annual Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

PAYMENT OF COSTS

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- (a) the onus and responsibility is upon the Applicant at all times to assume all costs of Development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Municipality and all other agencies including but not limited to all Municipal Planning Strategy amendments, Land Use By-law amendments, minor variances, site plan approvals and building permits in accordance with all applicable legislation; and
 - (b) the Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Municipality relating to the Property as and when they fall due.

DEVELOPMENT PERMITS

- 7.8 Applications for the Development Support Program must be made prior to the issuance of the first building permit for the Development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Municipality that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Annual Rebate payments, the Applicant

will immediately notify the CAO in writing of such change or proposed change of ownership.

- 8.2 The calculation and application of Annual Rebates on the Owners tax invoice shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new Owner enter into an agreement with the Municipality in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that either:

- (a) the new Owner shall have the right to participate in the Development Support Program;

Provided that:

- (b) the new Owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;

and

- (c) the new Owner shall require that any subsequent Owner(s) of the Property shall assume the Applicant obligations under this Agreement.

9. MUNICIPALITY RIGHTS

NO REPRESENTATION

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Municipality regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or by-laws.

NO CLAIM FOR COMPENSATION OR REIMBURSEMENT

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and an Annual Rebate is not advanced or the Annual Rebate payments cease the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the Municipality and that the Municipality is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the Municipality is exercising its rights herein to either delay an Annual Agreement pending the Applicant compliance with this Agreement, or to terminate this

Agreement.

10. DEFAULT AND REMEDIES

10.1 Subject to Section 10.3, on the occurrence of a Default under this Agreement, the Municipality shall be entitled to all available remedies to terminate or enforce this Agreement, including, but not limited to:

- (a) immediate termination and cessation or delay of the release of an Annual Rebate otherwise payable to the Applicant; and
- (b) requiring the Applicant to immediately repay to the Municipality all or a portion of any Annual Rebate paid to the Applicant together with interest at the established Municipal Rate.

10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant to perform any of the obligations of the Applicant contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement including but not limited to the following:

- (a) failure by the Applicant to satisfy the requirements as set out in this Agreement and the CDDI By-law;
- (b) failure by the Applicant in any material respect to perform any of the obligations contained in this Agreement;
- (c) failure by the Applicant to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Municipality, including but not limited to development charges, special assessments, local improvement charges, sewer and water and utility rates;
- (d) the making of an assignment by the Applicant for the benefit of creditors, or if the Applicant assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant; or if the Applicant is adjudged bankrupt or insolvent; or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency; or any default of the Applicant under any mortgage or other obligation; or if the Property or the interest of the Applicant in the Property is taken or sold by any creditors or under any writ of

execution or other like process;

- (e) failure by the Applicant to remain in contact with the Municipality such that the Municipality is unable to contact the Applicant for a period of time exceeding one (1) year;
- (f) any representation or warranty made by the Applicant in this Agreement or the Development Support Program is incorrect in any material respect; and
- (g) willful defaults by the Applicant in the payment of moneys to any contractor, supplier or creditor who has undertaken the works that are the subject of this Agreement.

10.3 If a Default occurs, the Municipality shall give written notice to the Applicant specifying the nature of the Default. The Applicant shall then have sixty (60) days, or such additional time as may be agreed to by the Municipality, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Annual Rebates may in the CAO's sole discretion be suspended provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO and the Applicant has commenced and continues diligently working to correct the Default the Applicant shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO and provided that the Applicant has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

10.4 Wherever in this Agreement the Municipality requires repayment of all or part of any Annual Rebate and the Applicant fails to repay as required, the unpaid amounts shall be deemed to be a debt owing to the Municipality and may be considered a lien on the Property and collected in the same manner as ordinary taxes.

11. INDEMNITY

11.1 The Applicant shall indemnify, save, defend and keep harmless from time to time and at all times, the Municipality and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges,

damages, expenses and loss made by any person arising directly or indirectly:

- (a) in respect of any failure by the Applicant to fulfill its obligations under this Agreement; and
- (b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly, resulting or sustained by reason of any act or omission of the Applicant or any person for whom the Applicant is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

12. ADDITIONAL PROVISIONS

TERM

12.1 This Agreement shall remain in effect from the date of its execution by the Municipality to the earlier of:

- (a) the Applicant informing the Municipality in writing prior to the first Annual Rebate payment, or at any point after receiving the first Annual Rebate payment, that it has decided not to accept, or no longer wishes to accept, any Annual Rebates;
- (b) subject to the provisions of Section 10 of this Agreement, the Municipality informing the Applicant in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end; or
- (c) the expiry of the Development Support Program period after 10 years.

TIME OF THE ESSENCE

12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

EXTENSION OF TIME

12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

REGISTRATION

12.4 Upon execution of this Agreement the Municipality at the Owner's expense shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Municipality.

SCHEDULES

12.5 The following Schedules are attached to and form part of this Agreement:

Schedule "A"	Legal Description of the Property
Schedule "B"	Example of Annual Rebate Calculation
Schedule "C"	Commercial Development District Improvement By-law
Schedule "D"	List of Development Plans and Drawings

SURVIVAL OF COVENANTS

12.6 Any terms or conditions of this Agreement that require performance by the Municipality or the Applicant after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

NOTICE

12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

(a) In the case of the Municipality to:

West Hants Regional Municipality, Attn: CAO
76 Morison Drive, PO Box 3000
Windsor, NS B0N 2T0
Fax: 902-798-8553

(b) In the case of the Applicant/Owner to:

Name
Address Line 1

Address Line 2

City/Town, Province Postal Code

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately in writing of any changes of address from those set out above.

ENTIRE AGREEMENT

12.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

MUNICIPAL GOVERNMENT ACT

12.9 Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

GOVERNING LAW

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

WAIVER AND CONSENT

12.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

(a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;

(b) be relied upon as a consent or waiver to or of any other breach or Default of the

same or any other obligation;

(c) constitute a general waiver under this Agreement; or

(d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

HEADINGS

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The articles, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

EXTENDED MEANINGS

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

SEVERABILITY

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

FURTHER ASSURANCES

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

FORCE MAJEURE

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties



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RC-002

which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

SUCCESSORS AND ASSIGNS

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this [day] day of [month], [year].

WEST HANTS REGIONAL MUNICIPALITY

Name:

Witness

Title: Chief Administrative Officer

I have authority to bind the corporation.

PROPERTY OWNER

Name:

Witness

Title:



**WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW**

RC-002

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71D, which allows the Municipality to pass by-law RC-002, to be enacted by the Council of the West Hants Regional Municipality under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 8.



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

SCHEDULE "A"

Legal Description of the Property

SCHEDULE "B"

Example of Annual Rebate Calculation

A. Pre-Development: Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
2007	\$150,000

B. Post-Development: Actual Taxable Assessed Value:

(2)

(3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2008	\$350,000	1.80
2.	2009	\$350,000	1.80
3.	2010	\$375,000	1.80
4.	2011	\$375,000	1.80
5.	2012	\$350,000	1.80
6.	2013	\$325,000	1.80
7.	2014	\$325,000	1.80
8.	2015	\$350,000	1.80
9.	2016	\$350,000	1.80
10.	2017	\$350,000	1.80

C. Annual Rebates:

(4)

(5) = (2-1)

(6) = (5 x 3)

(7) = (6 x 4)

(8)

Yrs	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	**Annual Rebate \$	Cumulative % Payable
1.	90%	\$200,000	\$3,600	\$3,240	90.0%
2.	80%	\$200,000	\$3,600	\$2,880	85.0%
3.	70%	\$225,000	\$4,050	\$2,835	79.6%
4.	60%	\$225,000	\$4,050	\$2,430	74.4%
5.	50%	\$200,000	\$3,600	\$1,800	69.8%
6.	50%	\$175,000	\$3,150	\$1,575	66.9%
7.	40%	\$175,000	\$3,150	\$1,260	63.6%
8.	30%	\$200,000	\$3,600	\$1,080	59.4%
9.	20%	\$200,000	\$3,600	\$720	55.0%



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

10.	10%	\$200,000	\$3,600	\$360	50.5%
Totals (9) & (10):			\$36,000	\$18,180	
Re-calculate:			50%	\$(180.00)	Adjustment in
*Total Allowable Rebate:			\$18,000	\$18,000	

*Total Allowable Annual Rebate over the program period cannot exceed 50%.

**Rebate Amount will be deducted from the annual property taxes of an Eligible Property that is subject to the Phased-In Assessment Agreement.



WEST HANTS REGIONAL MUNICIPALITY
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IMPROVEMENT BY-LAW

RC-002

SCHEDULE "C"

Commercial Development District Improvement By-law



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

SCHEDULE "D"

List of Development Plans and Drawings

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	date
Notice Published	date
Second Reading & Approval	date
Final Publication	date
Notice to Municipal Affairs	date
Description:	

Attachment B



BY-LAW

C-002

MUNICIPALITY OF THE DISTRICT OF WEST HANTS *Commercial Development District Improvement By-law*

WHEREAS it is desirable to permit the phase-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the Municipality of the District of West Hants Commercial Development District and the community of Hantsport Commercial Development District and further to provide a reduced property tax invoice for the Owner during the phase-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the *Municipal Government Act* (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allow the Municipality with the approval of the Minister of Municipal Affairs to pass this By-law;

THEREFORE the Council of the Municipality of the District of West Hants, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law:

SHORT TITLE

1. This By-law shall be known as the Commercial Development District Improvement By-law and may be cited as the "CDDI By-law".

DEFINITIONS

2. In this By-law:
 - (a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration;
 - (b) "Annual Rebate" means the amount of the rebate in a year deducted from an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to Section 9 of this By-law;
 - (c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property and shall remain unchanged for the duration of the term of the Development Support Program for the Eligible Property;
 - (d) "Commercial Development Districts" or "CDDs" means the areas of the Municipality of the District of West Hants established by Section 4 of this By-law;
 - (e) "Development" means investment that, in the opinion of the Municipality of the District of West Hants, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes but is not limited to

- construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential;
- (f) "Development Support Program" means the program set out in this By-law designed to stimulate building construction and the expansion of the economy of the Municipality of the District of West Hants;
- (g) "Eligible Property" means an eligible commercial property or eligible contaminated property defined in Section 71C(1)(d) of the *Municipal Government Act*;
- (h) "Municipality" means the Municipality of the District of West Hants;
- (i) "Owner" means the person named on the assessment roll as responsible for the taxes for a property;
- (j) "Phased-In Assessment Agreement" means an agreement signed by the Owner of an of an Eligible Property and the Municipality which is written in substantially the same form as the Agreement set out in Appendix "D" of this By-law;
- (k) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:
- $$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} \text{ minus } \text{Base Year Taxable Assessed Value};$$
- (l) "Rebate Eligible Taxes" means the Commercial tax rate for the Municipality multiplied by the Rebate Eligible Assessment.

APPLICATION

3. This By-law shall apply to Eligible Properties located in CDDs.
4. The CDDs for the Municipality are depicted in the attached Appendix "A", Appendix "B" and Appendix "C" as established in the West Hants Municipal Planning Strategy and the Hantsport Municipal Planning Strategy.

DEVELOPMENT SUPPORT PROGRAM

5. A Development Support Program is established to provide assistance to Owners of Eligible Property in the CDDs by providing the possibility of an Annual Rebate for the Owner, if the Owner undertakes Development of their Eligible Property which increases the commercial tax assessment of the Eligible Property. The Annual Rebates are designed to stimulate building construction and the expansion of the economy of the Municipality.
6. The Development Support Program may provide a participating Owner with an Annual Rebate on an Eligible Property by deducting all or a portion of the Rebate Eligible Taxes from the calculated tax invoice for that year.
7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the

Municipality. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time.

PHASED-IN ASSESSMENT AGREEMENT

8. (a) To be eligible to for an Annual Rebate for the upcoming tax year the Phased-In Assessment Agreement must be signed by January 31 of that year.
- (b) A Phased-In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this By-law. In the event of a conflict between the Phased-In Assessment Agreement and the By-law, the provisions of the By-law shall prevail.

REBATE CALCULATION

9. An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased-In Assessment Agreement as follows:

Year	Rebate (as % of the Rebate Eligible Taxes)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20
10	10

REBATE LIMITS

10. The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

11. In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to reductions or increases resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced or increased accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be

BY-LAW

C-002

a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.

DURATION

12. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the PVSC to fully reflect the Development for which the Owner is receiving the rebate.
13. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the Eligible Property is demolished except to allow for eligible development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

14. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time. If at any point after the Development is complete, additional work is proposed on the Eligible Property that is not part of the original application, but may serve to further increase the commercial tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time. The original application would be void, the base year would reset, and the Owner would enter into a new agreement.

CONDOMINIUMS

15. If a development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of all other condominium units.

REPEAL

16. In the event that this By-law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-law, despite its whole or partial repeal, for the remaining duration of the signed Phased-In Assessment Agreement or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

17. An Owner's application to the Development Support Program must be made prior to the issuance of a building permit for the Development of the Eligible Property.

BY-LAW

C-002

18. All proposed Developments must conform to all Provincial laws, Municipal By-laws, policies, and processes and all improvements must be made pursuant to an approved building permit, applicable zoning requirements and development approvals.
19. The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased-In Assessment Agreement.
20. The Owner of an Eligible Property in the CDD must not be in arrears of any property taxes or other fees and charges on the date that the Phased-In Assessment Agreement is signed.

PAYMENT

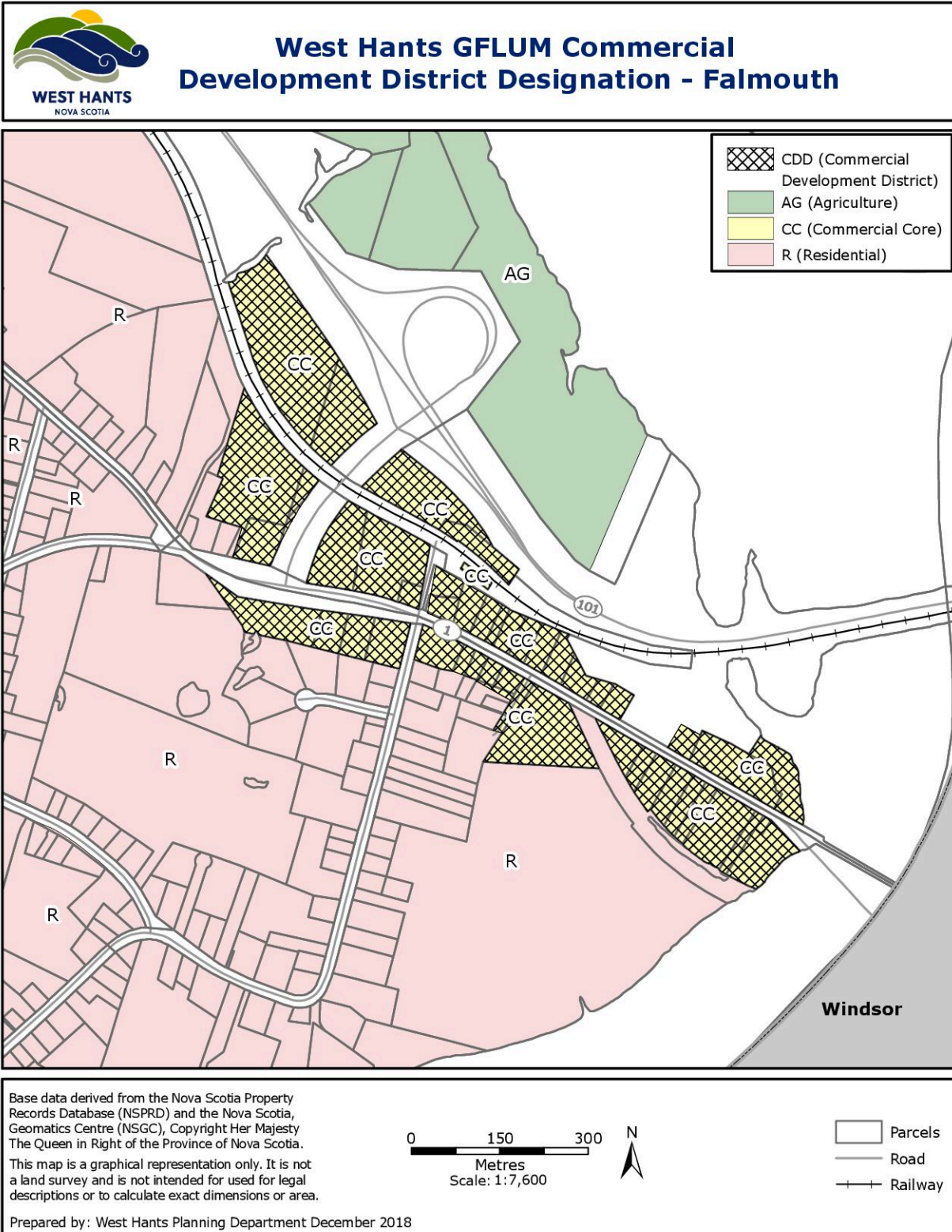
21. The Municipality will calculate and apply Annual Rebates to the Owner's annual property tax invoice provided that:
 - (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Eligible Property;
 - (b) there are no outstanding orders on the Eligible Property from any Municipal or Provincial entity; and
 - (c) all other eligibility criteria and conditions are met.
22. In case of an assessment appeal, the Municipality reserves the right to withhold Annual Rebates pending final disposition of the appeal.

REQUIRMENT TO REVIEW THIS BY-LAW

23. This By-law shall be reviewed by the Municipality within four years of its coming into force and every four years thereafter in accordance with Section 71E of the *Municipal Government Act*.

APPENDIX "A"

West Hants Commercial Development District Designation – Falmouth

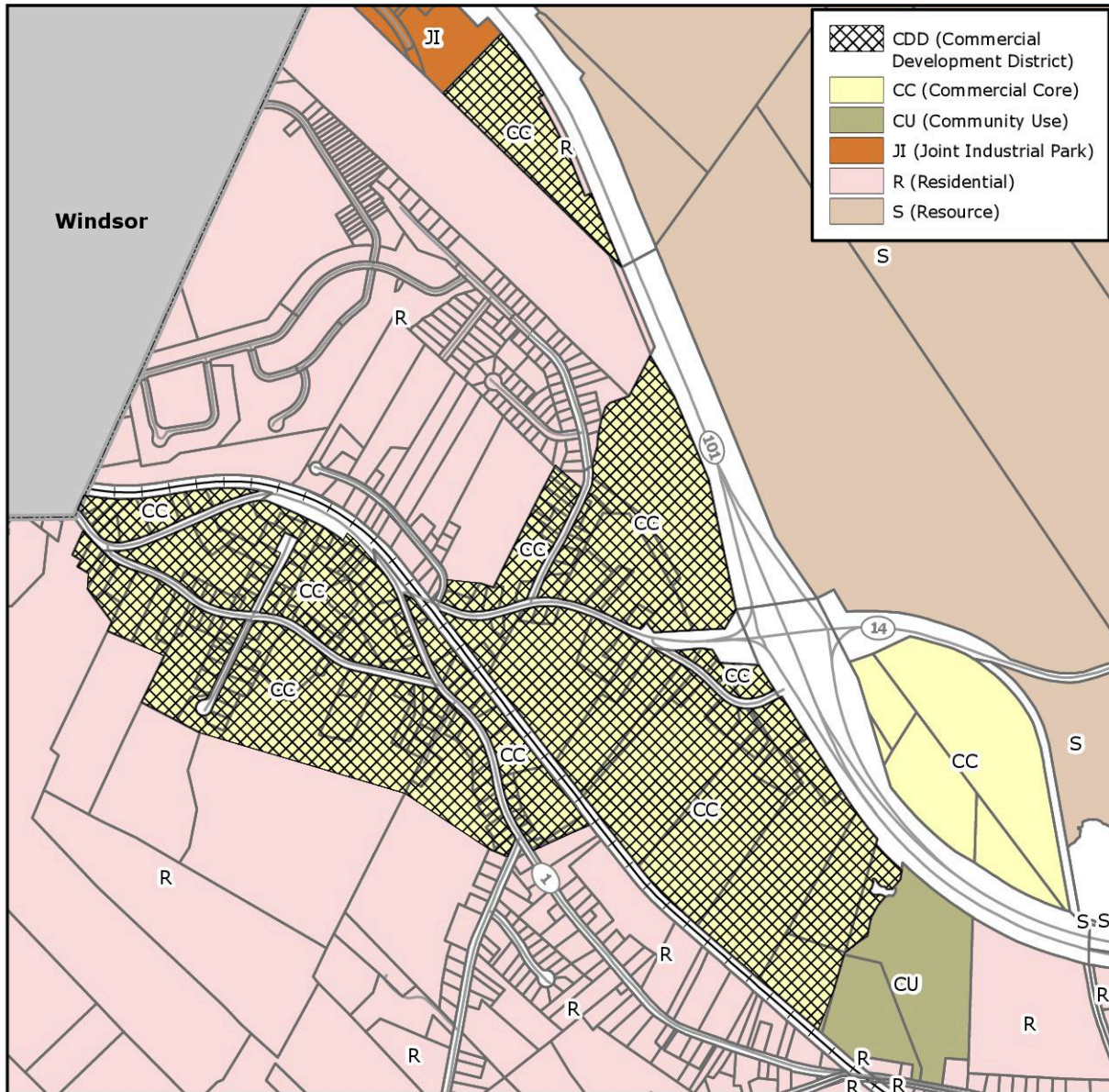


APPENDIX "B"

West Hants Commercial Development Designation – Three Mile Plains



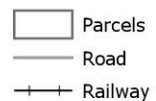
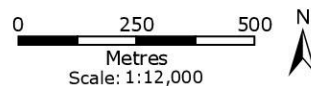
**West Hants GFLUM Commercial Development
District Designation - Three Mile Plains**



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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.

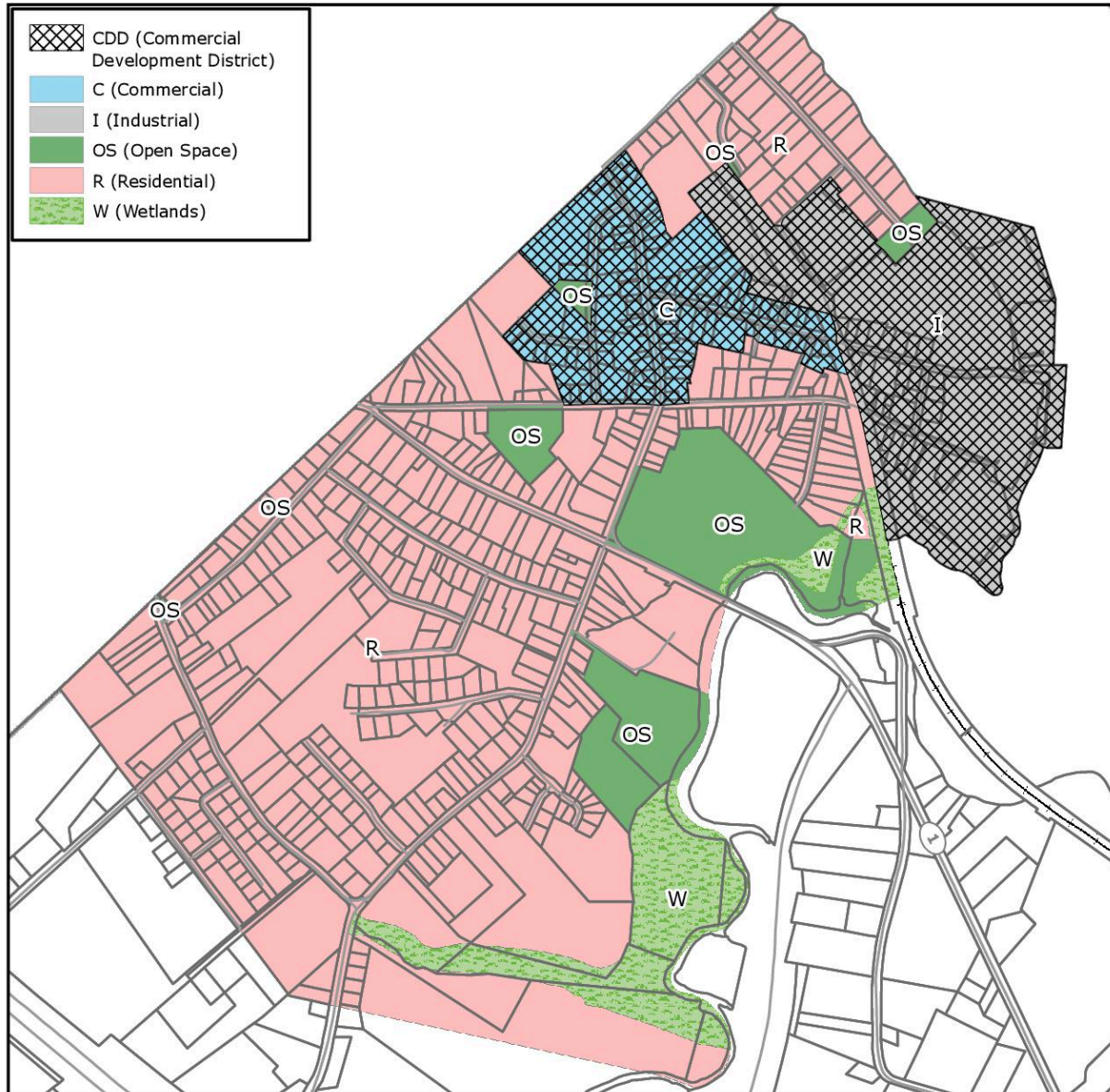
Prepared by: West Hants Planning Department December 2018



APPENDIX "C"
Hantsport Commercial Development District

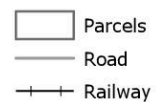
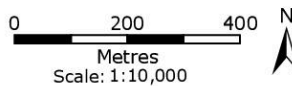


**Hantsport GFLUM Commercial Development
District Designation - Hantsport**



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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 Planning Department December 2018



APPENDIX "D"
Phased-In Assessment Agreement

MUNICIPALITY OF THE DISTRICT OF WEST HANTS
PHASED-IN ASSESSMENT AGREEMENT

THIS AGREEMENT made as of the [day] day of [month], [year].

BETWEEN:

(the "**Applicant**")

– and –

The Municipality of the District of West Hants

(the "**Municipality**")

WHEREAS the Municipality adopted the "Commercial Development District Improvement By-Law" or "CDDI By-law", a program providing reduced tax invoices to participating Owners who undertake Development on an Eligible Property in a Commercial Development District;

AND WHEREAS the Applicant is the registered Owner of an Eligible Property which is located within a Commercial Development District and has applied to the Municipality for participation in the Development Support Program for the Property described below in Section 1 and in Schedule "A" of this Agreement; (the "**Property**");

AND WHEREAS the Municipality requires that a Phased-In Assessment Agreement be entered into between the Applicant and the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application for participation in the Development Support Program by the Municipality, subject to and in accordance with the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY INFORMATION

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Assessment Account Number(s):

Mailing Address of Owner:

The Legal Description of the Property as set out in Schedule "A" of this Agreement.

2. DEFINITIONS

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI By-law, and Section 71C of the Municipal Government Act (Chapter 18 of the Acts of 1998).

The following terms shall have the meanings set out below:

- (a) "Agreement" means this Phased-In Assessment Agreement which is entered into between the parties pursuant to Sections 71C and 71D of the *Municipal Government Act*, and the CDDI By-law enacted by the Council of the Municipality of the District of West Hants and as amended from time to time;
- (b) "Applicant" means the Owner applying to the Development Support Program;
- (c) "CAO" means the Chief Administrative Officer of the Municipality. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council;
- (d) "Director of Finance" means Director of Finance of the Municipality;
- (e) "Eligible Use" means permitted commercial uses as set out in the *Municipal Planning Strategy* and *Land Use By-Law* or the *Hantsport Municipal Planning Strategy* and *Land Use By-law*;
- (f) "Municipal Solicitor" means the lawyer appointed by the Municipality for the purpose of registering this Agreement under the Land Registration System;
- (g) "Property" means the Property described in Section 1 and Schedule "A" of this Agreement.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

3.1 The Applicant's participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:

- (a) the objectives and participation requirements of this Agreement and the CDDI By-law, attached as Schedule "C" to this Agreement, are met from year to year;
- (b) all applicable Provincial and Municipal requirements, approvals, policies, and procedures are met; and
- (c) the Property has undergone Development.

4. ANNUAL REBATE FUNDING CALCULATION

4.1 An Annual Rebate is calculated by the Director of Finance as a percentage of the Rebate Eligible Assessment as shown in the example in Schedule "B" to this Agreement.

- 4.2 Prior to the commencement of the Development Support Program, the Director of Finance shall determine the Base Year Taxable Assessed Value used to calculate the Rebate Eligible Assessment and the corresponding Annual Rebate. Following this determination, the Municipality will keep records in the same format as Schedule "B" which will be amend annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the Annual Rebate amount to be deducted from a Property through a reduced tax invoice as determined by the Director of Finance.
- 4.3 The Applicant shall have an opportunity to review the Director of Finance's calculation of the Base Year Taxable Assessed Value prior to the finalization of the Annual Rebate Calculation, however the Director of Finance's determination as to the calculation of the Base Year Taxable Assessed Value and the amount of the Annual Rebate shall be final.
- 4.4 In calculating the Annual Rebate, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Annual Rebate is deducted from a Property.
- 4.5 The Annual Rebate will be reduced by the Director of Finance for the year in which an Annual Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Annual Rebate percentage level applicable to that year.
- 4.6 The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to Section 4.8 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to increases or reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have resulted in a reduced tax invoice, future year entitlements may be increased or reduced accordingly.
- 4.9 Where Section 4.8 applies, any overpayment of an Annual Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.
- 4.10 If at any point after the Development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued

availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, Annual Rebate payments to a maximum of ten (10) annual reduced tax invoices will commence in the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 An Annual Rebate will only become payable after the Property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 An Annual Rebate can only be calculated and applied to the Owners tax invoice once annually, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Property;
 - (b) there are no orders to comply with any Municipal or Provincial entity with respect to the Property; and
 - (c) all other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

COMPLIANCE WITH REBATE APPLICATION

- 7.1 The Applicant shall undertake the Development in accordance with the Development Support Program.

COMPLIANCE WITH MUNICIPAL DIRECTIVES

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Municipality and shall undertake all necessary courses of action to ensure compliance.

COMPLIANCE WITH LEGISLATION

- 7.3 The Applicant agrees that the Development shall be completed in compliance with all required building permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use By-law requirements, Municipal requirements and other approvals required by law.

DEMOLITION/CONVERSION

- 7.4 The Applicant covenants to the Municipality that the Development will not be demolished in whole or in part or converted to an ineligible use in whole or in part prior to the payment of the Annual Rebate over the term of this Agreement unless such demolition is required to enable Development approved by the Municipality under the

terms of this Agreement.

- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent Development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the CAO, in his or her sole discretion will cease to advance future Annual Rebates or reduce the amount of future Annual Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

PAYMENT OF COSTS

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- (a) the onus and responsibility is upon the Applicant at all times to assume all costs of Development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Municipality and all other agencies including but not limited to all Municipal Planning Strategy amendments, Land Use By-law amendments, minor variances, site plan approvals and building permits in accordance with all applicable legislation; and
 - (b) the Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Municipality relating to the Property as and when they fall due.

DEVELOPMENT PERMITS

- 7.8 Applications for the Development Support Program must be made prior to the issuance of the first building permit for the Development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Municipality that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Annual Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.
- 8.2 The calculation and application of Annual Rebates on the Owners tax invoice shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new Owner enter into an agreement with the Municipality in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that either:
- (a) the new Owner shall have the right to participate in the Development Support Program;
- Provided that:**
- (b) the new Owner shall assume the Applicant's obligations under this Agreement

from and after the date of completion of such sale, transfer or assignment;

and

- (c) the new Owner shall require that any subsequent Owner(s) of the Property shall assume the Applicant obligations under this Agreement.

9. MUNICIPALITY RIGHTS

NO REPRESENTATION

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Municipality regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or by-laws.

NO CLAIM FOR COMPENSATION OR REIMBURSEMENT

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and an Annual Rebate is not advanced or the Annual Rebate payments cease the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the Municipality and that the Municipality is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the Municipality is exercising its rights herein to either delay an Annual Agreement pending the Applicant compliance with this Agreement, or to terminate this Agreement.

10. DEFAULT AND REMEDIES

- 10.1 Subject to Section 10.3, on the occurrence of a Default under this Agreement, the Municipality shall be entitled to all available remedies to terminate or enforce this Agreement, including, but not limited to:
 - (a) immediate termination and cessation or delay of the release of an Annual Rebate otherwise payable to the Applicant; and
 - (b) requiring the Applicant to immediately repay to the Municipality all or a portion of any Annual Rebate paid to the Applicant together with interest at the established Municipal Rate.
- 10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant to perform any of the obligations of the Applicant contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement including but not limited to the following:
 - (a) failure by the Applicant to satisfy the requirements as set out in this Agreement and the CDDI By-law;
 - (b) failure by the Applicant in any material respect to perform any of the obligations contained in this Agreement;
 - (c) failure by the Applicant to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Municipality, including but not limited to development charges, special

assessments, local improvement charges, sewer and water and utility rates;

- (d) the making of an assignment by the Applicant for the benefit of creditors, or if the Applicant assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant; or if the Applicant is adjudged bankrupt or insolvent; or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency; or any default of the Applicant under any mortgage or other obligation; or if the Property or the interest of the Applicant in the Property is taken or sold by any creditors or under any writ of execution or other like process;
- (e) failure by the Applicant to remain in contact with the Municipality such that the Municipality is unable to contact the Applicant for a period of time exceeding one (1) year;
- (f) any representation or warranty made by the Applicant in this Agreement or the Development Support Program is incorrect in any material respect; and
- (g) willful defaults by the Applicant in the payment of moneys to any contractor, supplier or creditor who has undertaken the works that are the subject of this Agreement.

10.3 If a Default occurs, the Municipality shall give written notice to the Applicant specifying the nature of the Default. The Applicant shall then have sixty (60) days, or such additional time as may be agreed to by the Municipality, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Annual Rebates may in the CAO's sole discretion be suspended provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO and the Applicant has commenced and continues diligently working to correct the Default the Applicant shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO and provided that the Applicant has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

10.4 Wherever in this Agreement the Municipality requires repayment of all or part of any Annual Rebate and the Applicant fails to repay as required, the unpaid amounts shall be deemed to be a debt owing to the Municipality and may be considered a lien on the Property and collected in the same manner as ordinary taxes.

11. INDEMNITY

11.1 The Applicant shall indemnify, save, defend and keep harmless from time to time and at all times, the Municipality and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly:

- (a) in respect of any failure by the Applicant to fulfill its obligations under this Agreement; and
- (b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly, resulting or sustained by reason of any act or omission of the Applicant or any person for whom the Applicant is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

12. ADDITIONAL PROVISIONS

TERM

- 12.1 This Agreement shall remain in effect from the date of its execution by the Municipality to the earlier of:
- (a) the Applicant informing the Municipality in writing prior to the first Annual Rebate payment, or at any point after receiving the first Annual Rebate payment, that it has decided not to accept, or no longer wishes to accept, any Annual Rebates;
 - (b) subject to the provisions of Section 10 of this Agreement, the Municipality informing the Applicant in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end; or
 - (c) the expiry of the Development Support Program period after 10 years.

TIME OF THE ESSENCE

- 12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

EXTENSION OF TIME

- 12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

REGISTRATION

- 12.4 Upon execution of this Agreement the Municipality at the Owner's expense shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Municipality.

SCHEDULES

- 12.5 The following Schedules are attached to and form part of this Agreement:

Schedule "A"	Legal Description of the Property
Schedule "B"	Example of Annual Rebate Calculation
Schedule "C"	Commercial Development District Improvement By-law

SURVIVAL OF COVENANTS

- 12.6 Any terms or conditions of this Agreement that require performance by the Municipality or the Applicant after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

NOTICE

- 12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

(a) In the case of the Municipality to:

Municipality of the District of West Hants, Attn: CAO

76 Morison Drive, PO Box 3000

Windsor, NS B0N 2T0

Fax: 902-798-8553

(b) In the case of the Applicant/Owner to:

Name

Address Line 1

Address Line 2

City/Town, Province Postal Code

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately in writing of any changes of address from those set out above.

ENTIRE AGREEMENT

- 12.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

MUNICIPAL GOVERNMENT ACT

- 12.9 Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

GOVERNING LAW

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

WAIVER AND CONSENT

12.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- (c) constitute a general waiver under this Agreement; or
- (d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

HEADINGS

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The articles, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

EXTENDED MEANINGS

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

SEVERABILITY

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

FURTHER ASSURANCES

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

FORCE MAJEURE

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government or statute, unavoidable casualties, shortage of labour, equipment or

material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

SUCCESSORS AND ASSIGNS

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this [day] day of [month], [year].

MUNICIPALITY OF THE DISTRICT OF WEST HANTS

Name:

Title: Chief Administrative Officer

Witness

I have authority to bind the corporation.

PROPERTY OWNER

Name:

Title:

Witness

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71D, which allows the Municipality to pass by-law C-002, to be enacted by the Council of the Municipality of the District of West Hants under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 8.

SCHEDULE "A"
Legal Description of the Property

SCHEDULE "B"
Example of Annual Rebate Calculation

A. Pre-Development: Base Year Taxable Assessed Value:
(1)

Base Year	Base Year Taxable Assessed Value
2007	\$150,000

B. Post-Development: Actual Taxable Assessed Value:
(2) (3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2008	\$350,000	1.80
2.	2009	\$350,000	1.80
3.	2010	\$375,000	1.80
4.	2011	\$375,000	1.80
5.	2012	\$350,000	1.80
6.	2013	\$325,000	1.80
7.	2014	\$325,000	1.80
8.	2015	\$350,000	1.80
9.	2016	\$350,000	1.80
10.	2017	\$350,000	1.80

C. Annual Rebates:
(4) (5) = (2-1) (6) = (5 x 3) (7) = (6 x 4) (8)

Yrs	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	**Annual Rebate \$	Cumulative % Payable
1.	90%	\$200,000	\$3,600	\$3,240	90.0%
2.	80%	\$200,000	\$3,600	\$2,880	85.0%
3.	70%	\$225,000	\$4,050	\$2,835	79.6%
4.	60%	\$225,000	\$4,050	\$2,430	74.4%
5.	50%	\$200,000	\$3,600	\$1,800	69.8%
6.	50%	\$175,000	\$3,150	\$1,575	66.9%
7.	40%	\$175,000	\$3,150	\$1,260	63.6%
8.	30%	\$200,000	\$3,600	\$1,080	59.4%
9.	20%	\$200,000	\$3,600	\$720	55.0%
10.	10%	\$200,000	\$3,600	\$360	50.5%
Totals (9) & (10):			\$36,000	\$18,180	
Re-calculate:			50%	\$(180.00)	
*Total Allowable Rebate:			\$18,000	\$18,000	

*Total Allowable Annual Rebate over the program period cannot exceed 50%. **Rebate Amount will be deducted from the annual property taxes of an Eligible Property that is subject to the Phased-In Assessment Agreement.



BY-LAW

C-002

SCHEDULE "C"
Commercial Development District Improvement By-law



SCHEDULE "D"
List of Development Plans and Drawings

I, Rhonda Brown, Municipal Clerk of the Municipality of the District of West Hants, 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 Municipality of the District of West Hants at a meeting duly called and held on the 8th day of **January, 2019**.

R.N. Brown
Municipal Clerk

By-Law Adoption	
First Reading:	December 11, 2018
Notice Published:	December 18, 2018
Second Reading & Approval	January 8, 2019
Final Publication	March 26, 2019
Notice to Municipal Affairs	January 10, 2019
Description: Initial approval of the Commercial Development District Improvement By-law, C-002.	

Original By-law signed by Rhonda Brown, Municipal Clerk.



TOWN OF WINDSOR BYLAW # 44 COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT PLAN

AUTHORITY (attached as Appendix 'A')

Pursuant to Sections 71C and 71D of the *Municipal Government Act*, the Town of Windsor is permitted to phase-in, over a period of up to ten years, of an increase to the taxable assessed value of certain commercial properties located in the Town of Windsor Commercial Development District (CDD), and to provide rebate of taxes paid by the Owner during the phasing-in period.

TITLE

44.01 This By-law is entitled the "Commercial Development District Improvement Plan By-law".

DEFINITIONS

44.02 In this By-law:

- a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.
- b) "Annual Rebate" is the amount of the rebate in a year paid to an Owner of an Eligible Property that is subject to a Phased In Assessment Agreement pursuant to section 44.10 of this By-law.
- c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased In Assessment Agreement is signed for the Eligible Property, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.

- d) "Commercial Development District" or "CDD" means the area of the Town of Windsor established by section 44.04 of this By-law.
- e) "Development" means investment that, in the opinion of the Town of Windsor, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes, but is not limited to, construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential.
- f) "Development Support Program" is a program designed to stimulate building construction and the expansion of the economy of the Town of Windsor.
- g) "Eligible Property" means an eligible property as defined in section 71C(1)(d) of the *Municipal Government Act*.
- h) "Owner" means the person named on the assessment roll as responsible for the taxes for a property.
- i) "Phased In Assessment Agreement" is an agreement signed by the Town of Windsor and the Owner of an of an Eligible Property and is written in substantially the same form as the Agreement set out in Appendix "C" of this By-law.
- j) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:

$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} - \text{Base Year Taxable Assessed Value}.$$

APPLICATION

- 44.03 This By-law applies to Eligible Properties located in the CDD.
- 44.04 The CDD for Town of Windsor is depicted in the attached Appendix "B" and is hereby established in accordance with the Town of Windsor *Municipal Planning Strategy*.

DEVELOPMENT SUPPORT PROGRAM

- 44.05 A Development Support Program is established to aid Owners of Eligible Properties in the CDD by providing the possibility of an annual partial rebate on taxes paid by the Owner if the Owner has undertaken Development of their Eligible Property.
- 44.06 Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Town of Windsor as shown in Appendix "C" of this By-law.

ELIGIBILITY

- 44.07 An Eligible Property must undergo Development before the Owner of the property can participate in the Development Support Program.

PHASED IN ASSESSMENT AGREEMENT

- 44.08 The eligibility criteria for the Development Support Program and the limits on the program are as established in this By-Law. In the event of a conflict between a Phased In Assessment Agreement and this By-Law, the provisions of this By-Law shall prevail.

REBATE CALCULATION

- 44.09 An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased In Assessment Agreement as follows:

<i>Year</i>	<i>Annual Rebate</i>
1	90% of Rebate Eligible Taxes
2	80% of Rebate Eligible Taxes
3	70% of Rebate Eligible Taxes
4	60% of Rebate Eligible Taxes
5	50% of Rebate Eligible Taxes
6	50% of Rebate Eligible Taxes
7	40% of Rebate Eligible Taxes
8	30% of Rebate Eligible Taxes
9	20% of Rebate Eligible Taxes
10	10% of Rebate Eligible Taxes

Where Rebate Eligible Taxes = Commercial tax rate for the Town of Windsor x the Rebate Eligible Assessment

REBATE LIMITS

- 44.10 The total of Annual Rebates provided to an Owner over the term of participation in the Development Support Program must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty per cent of the total increase in taxes that would be payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

- 44.11 In the event there are any subsequent changes in the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced accordingly. Any overpayment of amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town of Windsor.

DURATION

- 44.12 Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the Development for which the Owner is receiving the rebate.
- 44.13 All support under the Development Support Program will cease if, during the term of the Phased In Assessment Agreement, a building on the subject property is demolished except to allow for eligible Development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

- 44.14 In the case of a staged Development, where one portion of an Eligible Property is developed in advance of others, each portion of the Eligible Property will be treated as a separate Eligible Property. The first Annual Rebate payment of the component of the Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the Development. As other portions of the Eligible Property are developed, which result in further assessment increases, the Owner of the Eligible Property may apply to further participate in the Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in place at that time.

CONDOMINIUMS

- 44.15 If a Development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of other condominium units.

REPEAL

- 44.16 (1) If this By-Law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-Law, despite its whole or partial repeal.
- (2) In the event of a repeal in (1), for the Owner of an Eligible Property in the CDD who has been accepted into the Development Support Program as of the date of the repeal, this By-law will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Support Program for that Owner until the ten-year maximum term is completed or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

- 44.17 All proposed Developments must conform to all Provincial laws, municipal By-laws, policies, and processes and all improvements must be made pursuant to an approved building permit and applicable zoning requirements and development approvals.
- 44.18 The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased In Assessment Agreement.
- 44.19 The Owner of an Eligible Property in the CDD must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

PAYMENT

- 44.20 The Town of Windsor will pay Annual Rebates once annually, in the last quarter of the year, provided that:
- a) there are no outstanding taxes, water rates, or other sums owed to the Town of Windsor with respect to the subject property;
 - b) there are no outstanding work orders or orders or requests to comply from any municipal or provincial entity with respect to the subject property; and
 - c) all other eligibility criteria and conditions are met.
- 44.21 An Owner will not be entitled to an Annual Rebate if the property subject to a Phased In Assessment Agreement does not meet the conditions of section 20 at the time the Annual Rebate is due to be paid.
- 44.22 Annual Development Rebates will not be applied as tax credits against property tax accounts.
- 44.23 In case of an assessment appeal, the Town of Windsor reserves the right to withhold Annual Development Rebates pending final disposition of the appeal.

REQUIREMENT TO REVIEW BY-LAW

- 44.24 This By-law shall be reviewed by the Town of Windsor within four years of its coming into force and every four years thereafter in accordance with section 71(E) of the *Municipal Government Act*.

Clerk's Annotation (Office Use Only)

Date of First Reading: **September 25, 2018**

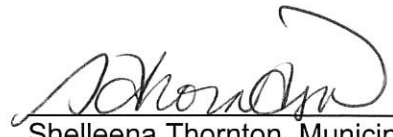
Dates of advertisement of Notice of Intent to Consider: **October 02, 2018 & October 05, 2018**

Date of Second Reading: **October 23, 2018**

*Date of advertisement of Passage of Bylaw: **October 30, 2018**

Date of mailing to the Minister a certified copy of Bylaw: **November 02, 2018**

I certify that this **Commercial Development District Improvement Plan Bylaw #44** was adopted by Council and published as indicated above.


Shelleena Thornton, Municipal Clerk
Town of Windsor

*Effective Date of the Bylaw unless otherwise specified in the text of the Bylaw

APPENDIX 'A'

Council Meetings and Proceedings Policy Editor's Annotations

ENABLING LEGISLATION

Municipal Government Act, R.S.N.S. 1998, c.18:

71C (1) In this Section,

- (a) "commercial development district" means a district, established by a by-law made pursuant to subsection (2), that comprises one or more eligible properties;
 - (b) "eligible commercial property" means a commercial property, except the forest property owned by a person who owns fifty thousand acres or more of forest property in the Province;
 - (c) "eligible contaminated property" means a property or part thereof that
 - (i) was an eligible commercial property,
 - (ii) is designated as a contaminated site pursuant to subsection 87(1) of the *Environment Act*, and
 - (iii) is the subject of an agreement entered into pursuant to clause 89(1)(b) of the *Environment Act*;
 - (d) "eligible property" means an eligible commercial property or eligible contaminated property.
- (2) Notwithstanding subsection 57(2) but subject to Section 71D, where a council considers it necessary or advisable, the council may, by by-law, provide for
- (a) the phasing-in of an increase in the taxable assessed value of an eligible property located in a commercial development district over a period not exceeding ten years; and
 - (b) the cancellation, reduction or refund of taxes paid as a result of the phasing-in of the increase.
- (3) Subject to subsection (4), a by-law made pursuant to subsection (2) must establish, in accordance with a municipal planning strategy, one or more commercial development districts.

- (4) A commercial development district may only be established in an area that is serviced by wastewater facilities and a water system.
- (5) Subject to subsection (6), a by-law made pursuant to subsection (2) may
- (a) where the taxes paid in the current year in respect of an eligible property exceed the taxes payable in respect of the eligible property under the by-law, authorize the refund of the amount by which the taxes paid exceed the taxes payable under the by-law;
 - (b) prescribe a base year for the purpose of a formula authorized by clause (c); and
 - (c) prescribe a formula to be applied to any increase in the taxable assessed value in a year above the taxable assessed value in the base year for the purpose of calculating the taxes payable.
- (6) A formula prescribed by clause (5)(c) must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty per cent of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.
- (7) Notwithstanding subsection 57(2), where a by-law is made pursuant to subsection (2), the owner of an eligible property to which the by-law applies shall pay taxes with respect to the eligible property in accordance with the by-law instead of the taxes otherwise payable pursuant to this Act.
- (8) Taxes payable in respect of an eligible property under a bylaw made pursuant to subsection (2) are a first lien upon the eligible property.
- (9) Nothing in this Section authorizes the application of a commercial tax rate to an eligible property other than the commercial tax rate set by the council pursuant to subsection 73(1) for the area of the Town of Windsor determined to be an urban area receiving an urban level of services.

71D

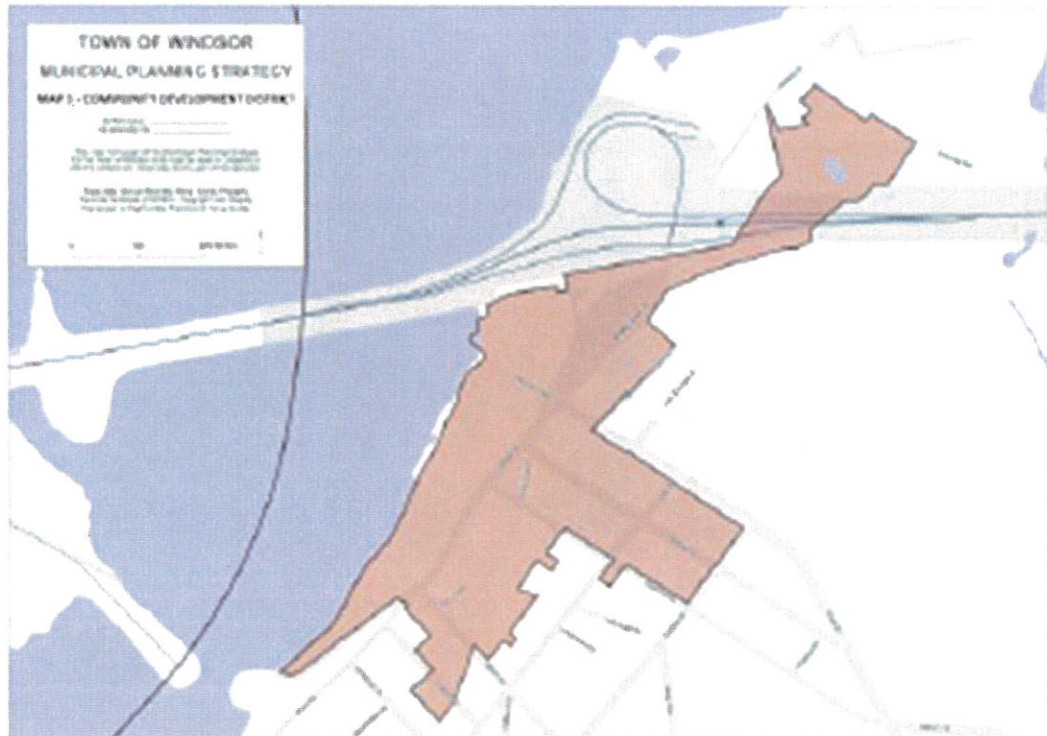
- (1) Where a council makes a by-law pursuant to subsection 71C(2), the clerk shall submit a certified copy of the by-law to the Minister.
- (2) The Minister shall review the by-law and determine whether the by-law appears to affect a provincial interest or conflict with the law.
- (3) Where the Minister determines that the by-law appears to affect a provincial interest, the Minister shall
- (a) approve the by-law;

- (b) approve the by-law with such amendments as the Minister considers necessary or advisable; or
 - (c) refuse to approve the by-law.
- (4) Where the Minister determines that the by-law appears to conflict with the law, the Minister shall
- (a) approve the by-law with such amendments as the Minister considers necessary or advisable to resolve the apparent conflict with the law; or
 - (b) refuse to approve the by-law.
- (5) The by-law is of no force and effect until the Minister
- (a) determines that the by-law does not appear to affect a provincial interest or conflict with the law; or
 - (b) approves the by-law, with or without amendments, and provides written notice to the clerk of the Minister's determination or approval.

71E A by-law made pursuant to subsection 71C(2) must be reviewed by the Town of Windsor within four years of its coming into force and every four years thereafter.

APPENDIX 'B'

MAP 3 – COMMERCIAL DEVELOPMENT DISTRICT





Committee of the Whole Excerpts
November 9, 2021

Designated Bicycling Route – Bog Road November 9, 2021 COTW Excerpt

West Hants Regional Municipality has been seeking an assessment of the Bog Road to designate it as a Blue Route.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL SEND A LETTER TO NOVA SCOTIA DEPARTMENT OF PUBLIC WORKS AREA MANAGER, ROBYN HOMANS TO BEGIN THE PROCESS TO DESIGNATE THE BOG ROAD AS A BICYCLE ROUTE.



Committee of the Whole Excerpts
November 9, 2021

Investment and Development Ready Planning Process

West Hants Regional Municipality is going through a housing and development boom, unlike any other seen in recent times. In order for West Hants Regional Municipality to be ready for development, we must have the appropriate level of staffing resources, allocating additional resources will help ensure the planning process is streamlined or even improved upon.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL AUTHORIZE THE CAO TO ADD/HIRE ADDITIONAL RESOURCES, AS HE SEES FIT, TO EXPEDITE THE PLANNING PROCESS TO TAKE FULL ADVANTAGE OF THE HOUSING BOOM THAT WE ARE CURRENTLY EXPERIENCING. ALSO, IT IS RECOMMENDED THAT STAFF PRIORITIZE DEVELOPMENT AGREEMENTS AND OTHER REQUIRED AMENDMENTS IN ORDER TO EFFICIENTLY SUPPORT EXISTING AND NEW DEVELOPERS WANTING TO DO BUSINESS IN WEST HANTS REGIONAL MUNICIPALITY.



**REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
RECOMMENDATION REPORT**

To: **Members of West Hants Regional Council**

Submitted by: **Abraham Zebian, Mayor**

Date: November 9, 2021

Subject: Investment and Development Ready Planning Process

LEGISLATIVE AUTHORITY

BACKGROUND

West Hants Regional Municipality has a competent, efficient planning department that handle tasks such as development agreements, amendments to LUB and the MPS, permits, fire and building inspections, and mapping among many other tasks. The successful consolidation between the former Municipality of West Hants and Town of Windsor coupled with the emergence of the COVID-19 pandemic has seen the work load on our planning department increase substantially.

DISCUSSION

West Hants Regional Municipality is going through a housing and development boom, unlike any other seen in recent times. The interest in our Municipality is at an all time high with substantial parcels of land selling recently and others slated for sale in the near future. The twinning of Highway 101, in my opinion, will also add increased interest in our Municipality by creating modern highway systems and easier access to our communities. We have a chance to take full advantage of this “perfect storm” and set the ultimate example of being a Municipality where we are development ready and known as the best place to do business.

In order for West Hants Regional Municipality to be ready for development, we must have the appropriate level of staffing resources, easy to interpret processes and priority be given to new and ongoing development. Now is the time to ensure our staff are well supported and provided with the resources to perform the tasks. It is my opinion that should we need to allocate additional resources to ensure our planning process is streamlined or even improved upon we must support those decisions being made at the administrative level.

NEXT STEPS

It is recommended that Council authorize the CAO to add/hire additional resources, as he sees fit, to expedite the planning process to take full advantage of the housing boom that we are currently experiencing.

Also, it is recommended that staff prioritize development agreements and other required amendments in order to efficiently support existing and new developers wanting to do business in West Hants Regional Municipality.

FINANCIAL IMPLICATIONS

If the recommendation is approved by Council, there may be budget implications in the immediate and long term. As the municipality is projecting a surplus at the current time, partly due to high levels of deed transfer tax levels as well as increasing revenues due to development and real-estate activity levels, that short- term decisions to provide additional resources can be managed during this fiscal year.

ATTACHMENTS

N/A

CHIEF ADMINISTRATIVE OFFICER REMARKS

As the Mayor has noted we are experiencing high levels of development and property related activities within the Region. Ensuring that we are “open for business” is important to make sure we are ready for development as it approaches our front door.

The development process can be categorized into three phases. Phase 1. Applicant Inquiring, Phase 2. Applicant Approval Phase and 3. Inspection Phase. It should be noted that significant time is spent answering questions from potential buyers and builders. Questions like: “What can I do there?, Is this an allowable use?, What land is available?, etc... Considerable staff time is dedicated to each inquiry whether they be small or large. Between the inquiry phase and the approval phase staff must guide builders / developers so that they have a complete application that will allow the applicant to obtain a development and building permit. When an amendment or development agreement is required, we must ensure our planners and other members of the planning department are supported and that they are spending time doing what they do best. Director LeMay and I have discussed the addition of a second admin support on a part-time basis to ensure we are responsive and support both the applicant and the staff of the department.

Director LeMay has recently revisited the approval process starting with the Public Information Meeting (PIM) through to the final second reading step and are confident the process is as streamlined as possible.

Finally, staff recognizes the need to be responsive to development and we have been discussing how we get ahead of the curve to ensure we maintain or improve the current process. A statement of endorsement from Council is valued and we will manage the resources within the budget and make changes or additions as required.

Report Prepared by: Abraham Zebian, Mayor

Report Reviewed by: _____
Mark Phillips, Chief Administrative Officer

Report Approved by: _____
(Name and Title)



Committee of the Whole Excerpts
November 9, 2021

Windsor Flood Risk Assessment Study Recommendation

West Hants Regional Municipality is seeking a qualified consultant for the preparation of a Flood Risk Assessment Study for the community of Windsor, NS.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL APPROVE THE AWARD OF TENDER WWHPW21-18 FOR FLOOD RISK ASSESSMENT STUDY TO THE LOW COMPLIANT BIDDER, CBCL, FOR THE TENDERED PRICE OF \$79,550, PLUS APPLICABLE TAXES, WITH \$43,854 COMING FROM CANADA COMMUNITY BUILDING FUND RESERVE.



West Hants
something inspiring awaits

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: November 9, 2021

Subject: Windsor Flood Risk Assessment Study Recommendation

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 the award of tender WHPW21-18 for Flood Risk Assessment Study to the low compliant bidder, CBCL, for the tendered price of \$79,550, plus applicable taxes, with \$43,854 coming from Canada Community Building Fund reserve.

BACKGROUND

Property ☐	Public Opinion	Environment ☐	Social ☒	Economic ☐	Councillor Activity
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	☐				☐
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West Hants Regional Municipality is seeking a qualified consultant for the preparation of a Flood Risk Assessment Study for the community of Windsor, NS.

Windsor's geography and historical settlement pattern contribute to its vulnerability to stormwater flooding. The municipality determined flooding, both inland and from storm surge, to be a priority area of concern in the context of climate trends and projections. In addition, the Regional Emergency Management Office, have determined flooding as one of the most significant risks to the community.

It is critical to the Municipality to identify the limitations in water drainage, to plan and design infrastructure improvements these areas to a standard that not only better addresses today's flooding issues, but takes the projected increase of short, higher intensity rainfalls caused by climate change into account.

DISCUSSION

The intent of this study is to identify storm water management issues and solutions for the community of Windsor (former Town of Windsor boundaries) and shall include Wentworth Creek. There have been previous Flood Risk Assessment studies performed for Three Mile Plains¹, Falmouth² and Hantsport³. This study should take these previous studies into consideration, to ensure that flood risks are reviewed up to the boundaries of these former reports.

- Managing stormwater runoff in the most cost-effective and ecologically appropriate manner, including maximizing the use of natural features to slow and control storm water;
- Protecting citizens from the dangers of flash flooding;
- Mitigating damage to infrastructure and private property;
- Protecting the quantity and quality of groundwater resources;
- Protecting and enhancing the quality of surface water in the community and the municipality's natural features; and
- Providing stormwater information for future development in the community.

The Windsor Flood Risk Assessment Study & Stormwater Management Plan will be the primary document that contains the framework and standards to:

Describe the Current Circumstances

- Delineate stormwater sheds in Windsor, and provide a GIS layer illustrating these sheds;

¹ Three Mile Plains Flood Risk Assessment Study, Dillon Consulting (2019)

² Falmouth Stormwater Management Plan, CBCL Limited (2016)

³ Hantsport Flood Risk Assessment Study, Dillon Consulting (2018)

- Meet with the Municipality to review changes which should be made to drainage systems within the study area; and
- Inventory and describe existing drainage conditions, creating GIS ArcMap .shp data points as appropriate;

Define Requirements for Development

- Describe how to apply LID BMP's within the Municipality to achieve the study's objectives, considering both current and intended land uses identified in the Municipal Planning Strategy and Land Use By-law. This will require meeting with Planning staff to review current development within study area and anticipated changes to development within the study area;
- Assess limitations in major drainage systems for existing development as well as flows that are expected from future development using recommended BMPs; and
- Identify opportunities and estimate associated costs of addressing under-capacity issues in the current infrastructure.

Hydrologic and Hydraulic Modeling

- Input drainage information based on consultant's inventory and available topographic data;
- Assess peak flows and available storage capacity in current drainage system;
- Identify all existing 'bottlenecks' and limiting sections;
- Select a computer model (e.g., USEPA SWMM5, or Stormnet) and explain to the Committee why this model is most appropriate for achieving the objectives of the study;
- Prepare a range of Design Rainfall events to be used in the model to simulate predicted increases in peak flows and assess hydraulic conditions in the Windsor drainage system. These Design Rainfall events must reflect climate trends and projections for changes in precipitation as discussed in the West Hants Municipal Climate Change Action Plan (MCCAP); and
- Assess limiting sections of the drainage system using a range of flow control scenarios for all design rainfalls;

Resolution of Limitations

- List upgrades to drainage systems components to accommodate projected future peak flows for a range of control scenarios;
- Evaluate the potential for integrating additional stormwater storage in the drainage system to offset the need for capacity (infrastructure) upgrades and/or increases;

- Recommend an optimum combination of drainage system capacity upgrades and storage for the Windsor area. This proposed ‘drainage plan’ should include any technical specifications, such as general location and size of retention, treatment and/or infiltration components;
- Provide recommended policy and typical specifications to accompany the acceptable BMPs; and
- Recommend the priority of each potential upgrade or action based on both the impact on the drainage system and financial costs.

Project Management Tasks

- The consultant will work closely with the West Hants MCCAP Committee and Public Works staff;
- The consultant will provide a work plan that describes how the consultant will keep Public Works staff abreast of progress on this study’s objectives, including what is being done and why, assumptions and findings;
- The consultant must prepare and present findings to the MCCAP Committee and/or West Hants Committee of the Whole when it comes time to review this body of work, and be available to Council for questions during the process;
- The consultant will review the West Hants MCCAP and other related research, such as the ACAS, Lot Grading By-Law staff report and the May 24, 2018 report “Stormwater Management: Utilizing Low Impact Development”, which the MCCAP Committee will make available to the consultant;
- The consultant shall be responsible for all mapping requirements of the project and all resulting GIS ArcMap .shp files and map products shall become the property of the Municipality at the conclusion of the project. The Municipality will provide topographic layers, as well as other data as needed by the consultant for the project, from the Municipality's GIS; and
- The consultant will make recommendations to the Public Works staff on appropriate stakeholder involvement, if necessary, at relevant stages of the project.

On October 8, staff issued an Invitation for Proposal (RFP) for Engineering Services for this study project to prequalified engineering consultants, closing on October 21. The call for proposals resulted in three proposals being submitted for evaluation. The proposals were evaluated for completeness, technical ability and proposed approach to execute the scope of work.

The three bids received included:

- | | |
|---------------|---------------------------|
| • CBCL | \$ 79,550. ⁰⁰ |
| • EXP | \$ 91,840. ⁰⁰ |
| • DesignPoint | \$ 121,248. ⁵³ |

CBCL Limited was deemed to be the low compliant bidder and has previous experience and qualification with the engineering assessment for similar projects throughout Nova Scotia, including the 2016 Falmouth Stormwater Assessment Study; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to CBCL to proceed with the study scope of work in accordance with their proposal.

FINANCIAL IMPLICATIONS

On June 8, 2021, Council supported 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 Gas Tax Reserve.

West Hants Regional Municipality has received funding from the Nova Scotia Flood Risk Infrastructure Investment Program (FRIIP) to fund 50% of the cost of a Windsor Flood Water Impact Study up to a maximum contribution of \$39,109.

The total cost with applicable taxes is \$82,963, leaving a balance of \$43,854 to come from Canada Community Building Fund Reserve.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

The report and recommendation is in alignment with the recent direction provided by Council and the urgency to review storm water management in the community of Windsor. As noted in the report and RFP there is a public engagement component that will ensure community members can express their concerns and to share their experiences making a more complete assessment of the conditions.

I support the recommendation.

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



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, Senior Planner

Date: 2021-11-23

Subject: WMPS and WLUB Text and Map Amendment: College Road, PID 45336203;
File #21-04 B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to proceed to Public Hearing, the following motion would be in order:

...that Council gives First Reading and will hold a Public Hearing to consider amending the text and the map of the Windsor Municipal Planning Strategy and the map of the Windsor Land Use By-law to include PID 45336203 on College Road in the College Road Comprehensive Development District designation and zone in a manner substantively the same as the draft set out in Figure 3, Figure 4 and Attachment A of the report to the Planning and Heritage Advisory Committee report #21-04 dated November 8, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A completed application was received on September 23, 2021 from Krista Beeler, Administrator, and Ed Sherman, Director of Infrastructure and Environmental Services, at Dykeland Lodge on

behalf of the Hants County Residence for Senior Citizens. The application was to consider permitting a variety of uses including affordable and senior housing, long term care, assisted living, independent living, commercial space and a community centre on the property at PID 45336203 on College Road. The lot is currently vacant and is owned by Hants County Residence for Senior Citizens.

Staff recommend amending the designation and zoning of PID 45336203 on College Road to the College Road Comprehensive Development District (CR-CDD) which would then allow Council to consider the requested uses by development agreement.

DISCUSSION

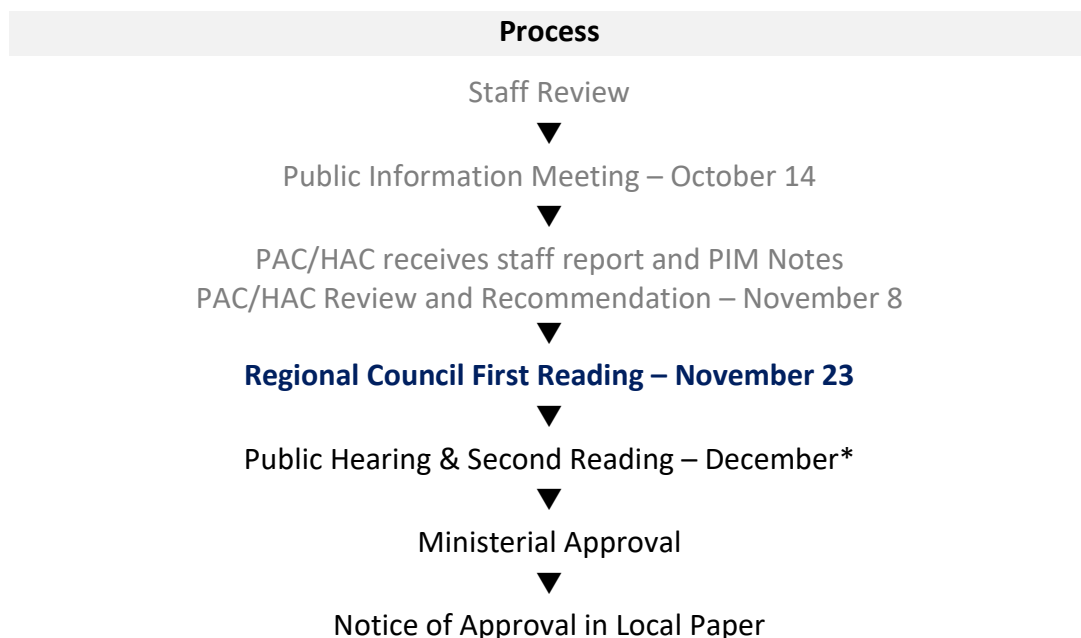
A Public Information Meeting was held on October 14, 2021.

On November 8, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A).

PAC/HAC recommended in favour of the development agreement on November 8, 2021.

NEXT STEPS

The process for this application is as follows:



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

Dykeland Lodge is a government-funded not-for-profit long-term care facility. The West Hants Regional Municipality Fees Policy, RCOFN-013.00, outlines that fees associated with the Building Code Act By-law, Land-Use By-laws, Subdivision By-laws, Hantsport Swimming Pool By-law and amendments to the Municipal Planning Strategies are waived for Municipally Registered Heritage Properties, non-profit organizations registered under the Societies Act and Municipally owned properties. The advertising costs associated with this application can be accommodated within the Planning and Development Departments budget.

There are no other anticipated costs to the Municipality with regard to amending the text and the map of the Windsor Municipal Planning Strategy and map of the Windsor Land Use By-law.

ALTERNATIVES

In response to the application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the WMPS text and map amendment and the WLUB map amendment as drafted or as specifically revised by direction of Council;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A 2021-11-08 Staff Report - WMPS and WLUB Text and Map Amendment: College Road, PID 45336203; File #21-04

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-08

Subject: WMPS and WLUB Text and Map Amendment: College Road, PID 45336203;
File #21-04

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the request, 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 amending the text and the map of the Windsor Municipal Planning Strategy and the map of the Windsor Land Use By-law to include PID 45336203 on College Road in the College Road Comprehensive Development District designation and zone in a manner substantively the same as the draft set out in Figure 3, Figure 4 and Attachment A of the report to the Planning and Heritage Advisory Committee report #21-04 dated November 8, 2021.

BACKGROUND

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

A completed application was received on September 23, 2021 from Krista Beeler, Administrator, and Ed Sherman, Director of Infrastructure and Environmental Services, at Dykeland Lodge on behalf of the Hants County Residence for Senior Citizens. The application was to consider permitting a variety of uses including affordable and senior housing, long term care, assisted living, independent living, commercial space and a community centre on the property at PID 45336203 on College Road. The lot is currently vacant and is owned by Hants County Residence for Senior Citizens.

The subject lot is zoned Two Unit Residential (R-2) and within the Residential designation. The lot is approximately 24.7 acres in size.

DISCUSSION

The subject lot is located on College Road in Windsor. The lot is currently designated Residential on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor.

The subject lot is zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). The proposed long term care facility, affordable housing, commercial space and a community centre uses are not permitted in the Two Unit Residential (R-2) zone.

The subject lot directly abuts properties with a variety of different zoning and designations. The designation of the properties abutting the subject lot include Residential, Agriculture and College Road Comprehensive Development District and the zoning of these abutting lots are Single Unit Residential (R-1), Two Unit Residential (R-2), Agriculture (AG) and College Road Comprehensive Development District (CR-CDD).

Former Windsor Municipal Planning Strategy

The former Windsor Municipal Planning Strategy (1991) designated all of the north side of College Road, from the Gladys Manning Memorial Property to Lake Pesaquid and extending to Lebreau Creek, as the College Road Comprehensive Development District. It stated that *“The nature and status of the remaining developable lands at College Road are such that they require a method of land use control that defines in rather precise terms the number, nature, phasing and location of structures and uses from an uncharacteristically broad classification of uses, and provides for a comprehensive statement of the developers intentions prior to any structure or use being established. The concerns and conditions are best satisfied by the adoption of policy to establish a Comprehensive Development District (CDD) at these properties, and to allow development of all or part of the CDD by agreement.”* During the previous plan review in 2005,

Council determined that only the Gladys Manning Property on College Road would be designated and zoned as the College Road Comprehensive Development District (CR-CDD) because no other development had been proposed or completed within the CR-CDD since its creation. Development within the CR-CDD is limited to “residential, institutional or recreational development and other limited services and uses in support of this development” by development agreement, which restricted the development permitted on abutting agricultural lots.

Staff recommend amending the designation and zoning of PID 45336203 on College Road to the College Road Comprehensive Development District (CR-CDD) as it abuts the Gladys Manning Property which is designated and zoned CR-CDD, the current proposal for the site aligns with the intent of the CR-CDD policies, and the subject lot is approximately 24.7 acres in size which is sufficient to accommodate a comprehensively designed development.

Windsor Municipal Planning Strategy

There is no specific policy that allows Council to consider expanding the CR-CDD however Policy 16.1.1 (c) states that “it shall be the policy of Council to review and make amendments to this Strategy when Council deems it necessary because of a change in policy intentions or the development environment.” This application reflects changes in the development environment in that the need for housing has increased, especially for affordable and senior housing, long term care, and assisted living.

Section 219 (1) of the *Municipal Government Act* states that where a council adopts a municipal planning strategy amendment that contains policies about regulating land use and development, the council shall, at the same time, adopt a land-use by-law amendment that shall enable the policies to be carried out. This allows both the amendment to the text and map of the Municipal Planning Strategy and the map of the Land Use By-law to happen concurrently.

Proposed amendments to the text and map of the Windsor Municipal Planning Strategy can be found in Attachment A and Figure 3. The proposed amendment to the Windsor Land Use By-law map is located in Figure 4.

Text Amendment

Proposed amendments to the text of the Windsor Municipal Planning Strategy would align the text of the WMPS with the proposed map amendment. The text amendments will update some of the background information for the CR-CDD and designate the subject lot owned by the Hants County Residence for Senior Citizens CR-CDD on the Generalize Future Land Use Map (Attachment A).

Map Amendment

The subject lot is currently designated Residential on the Generalized Future Land Use Map (Figure 1). The proposed amendment is to designate the property within the CR-CDD (Figure 3).

Windsor Land Use By-law

The College Road Comprehensive Development District (CR-CDD) zone does not permit any uses as-of-right. The only development permitted in the CR-CDD must be done by development agreement and can include a mixture of residential, institutional or recreational development with or without convenience and specialty stores, medical offices, personal service shops, and other similar limited services and uses in support of the primary development.

No text amendment to the Windsor Land Use By-law is being proposed as part of this application. The applicant will be applying to have Council consider the proposed development of the subject lot by development agreement if this initial application to amend the WMPS and WLUB is approved by Council.

Map Amendment

The subject lot is currently zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law (Figure 2). The proposed amendment is to rezone the property to the College Road Comprehensive Development District zone (Figure 4).

WMPS Specific Criteria

There are no specific criteria for this amendment.

WMPS General Criteria

The proposed amendment meets the general criteria for amendments set out in the 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;
- the subject lot is adequate in terms of the dimensions and shape; and
- the proposal is not anticipated to significantly change the pattern of development in the area.

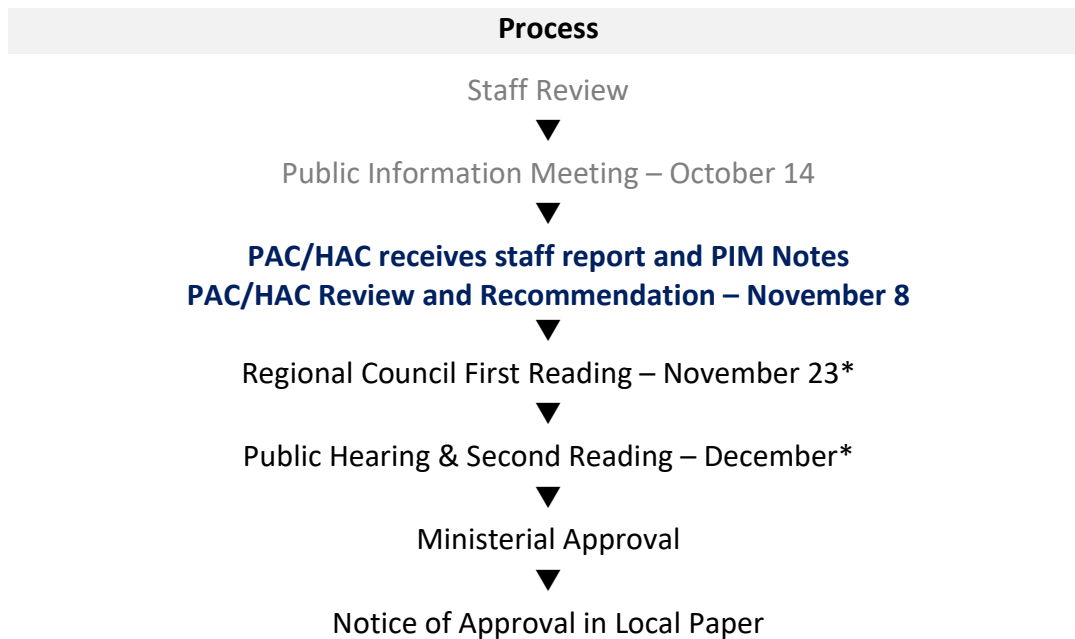
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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 will experience extensive flooding. The subject lot in this application does not appear to be affected under this scenario, however College Road itself may experience flooding. The Public Works Department will be requested to comment on this during the development agreement process.

NEXT STEPS

As noted above, the proposed amendments have been considered within the context of the general policies of the WMPS and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to amend the text and the map of the WMPS and the

map of the WLUB to include PID 45336203 on College Road in the College Road Comprehensive Development District designation and zone.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality with regard to amending the text and the map of the Windsor Municipal Planning Strategy and map of the Windsor Land Use By-law.

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 WMPS text and map amendment and the WLUB map amendment 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 Proposed GFLUM Amendment Extract
Figure 4	Windsor Proposed Zoning Amendment Extract

Attachment A	Draft Amendments to the Windsor Municipal Planning Strategy
Attachment B	General Criteria for Amendment
Attachment C	Public Information Meeting Notes

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract

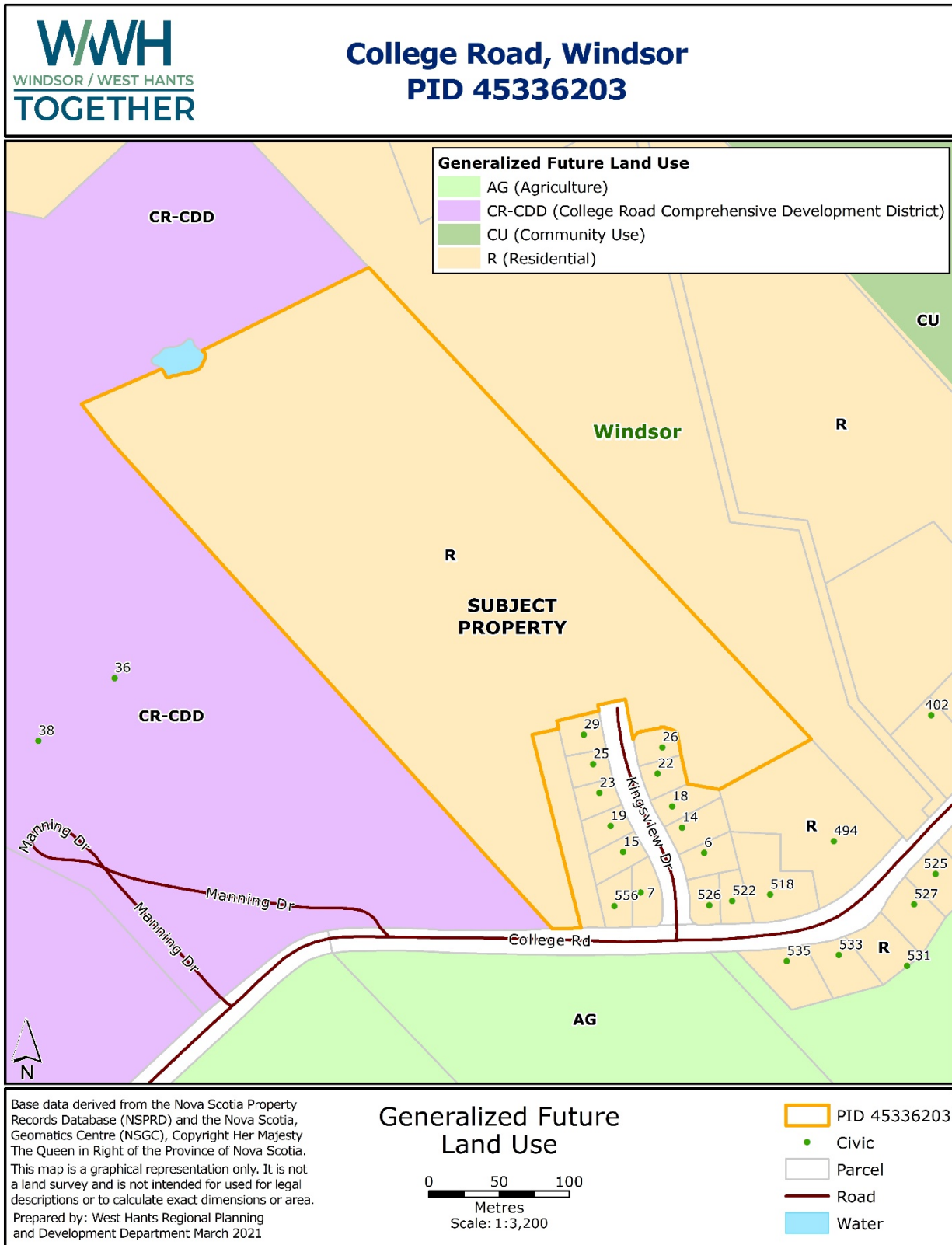


Figure 2
Windsor Zoning Map Extract

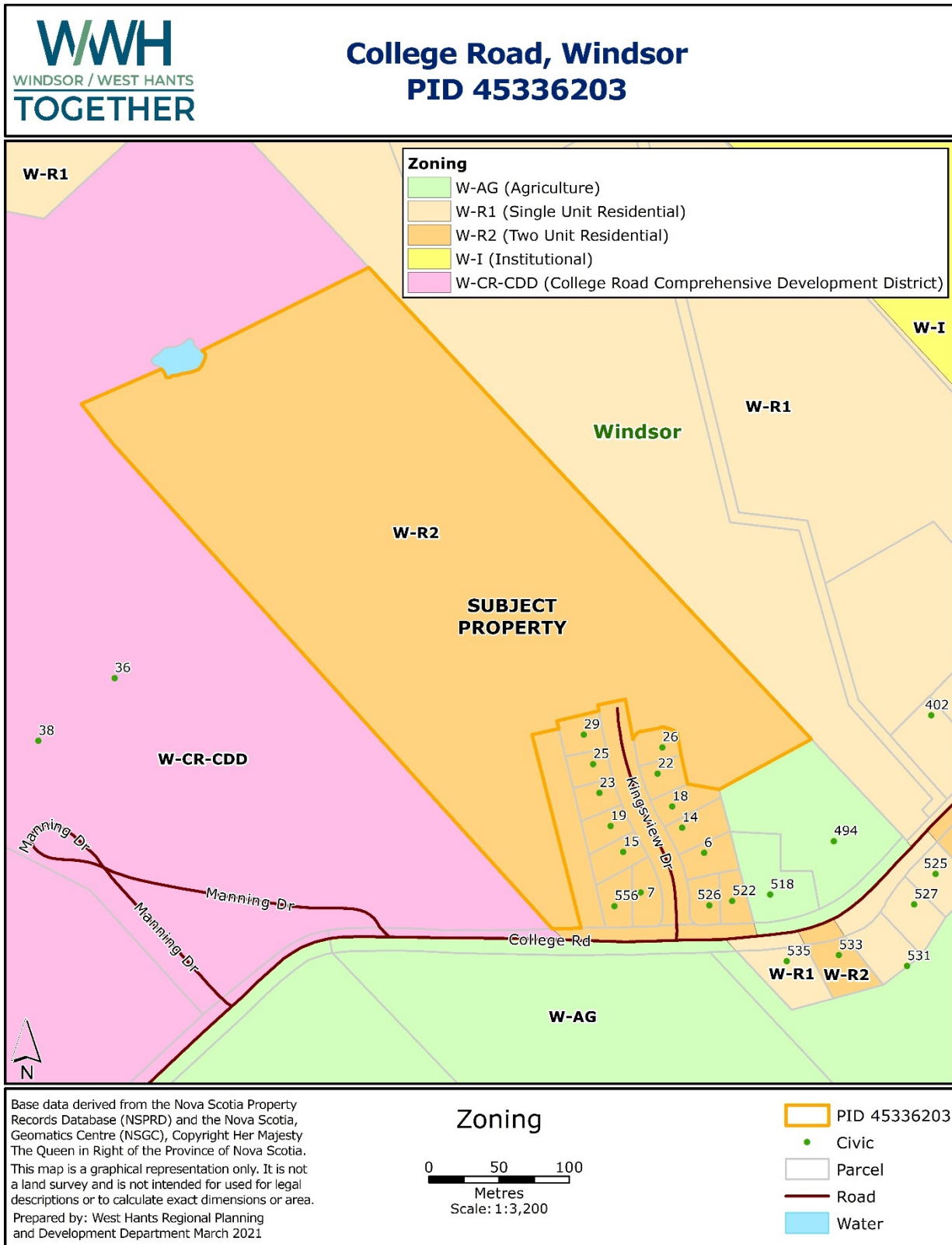


Figure 3
Windsor Proposed GFLUM Amendment Extract

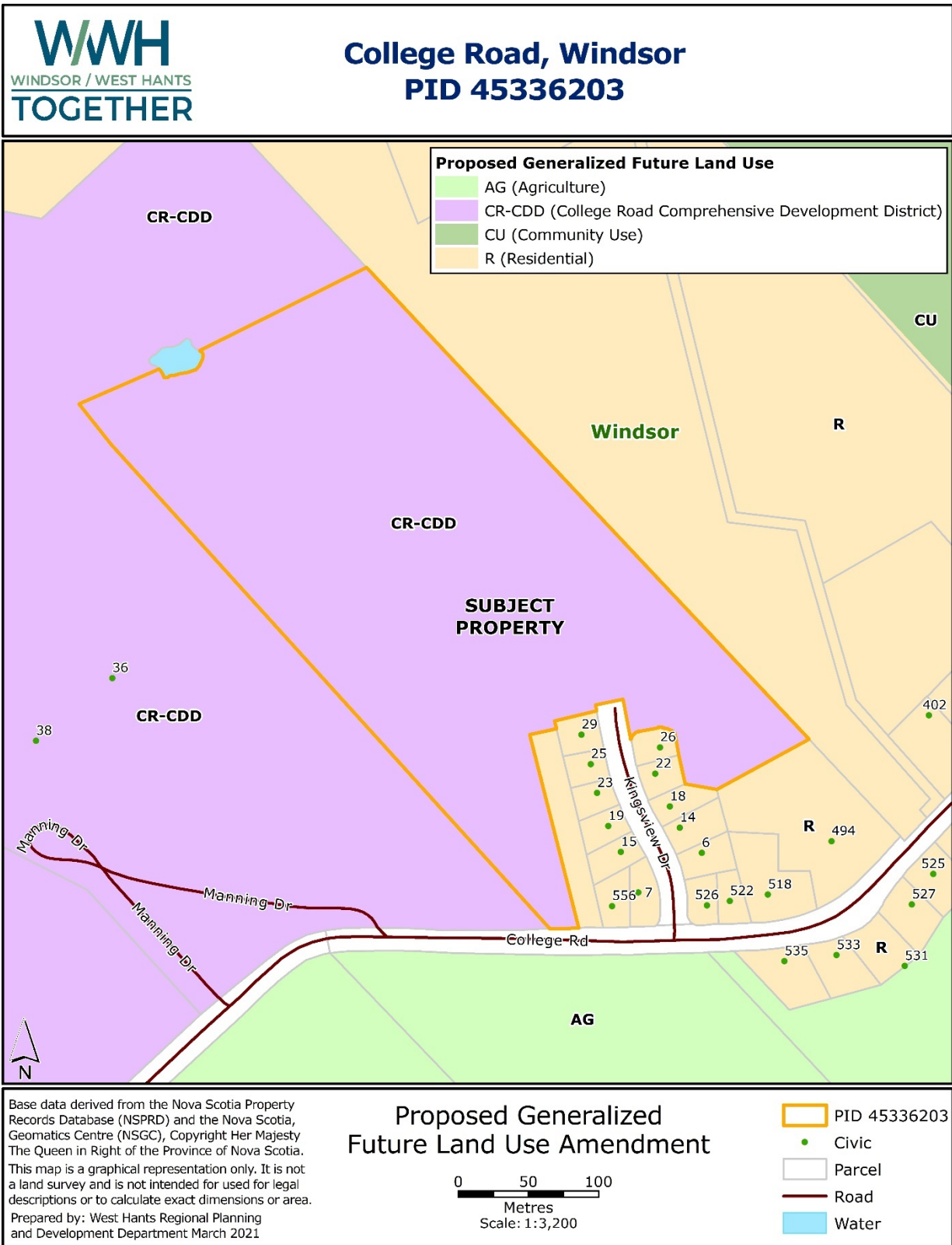
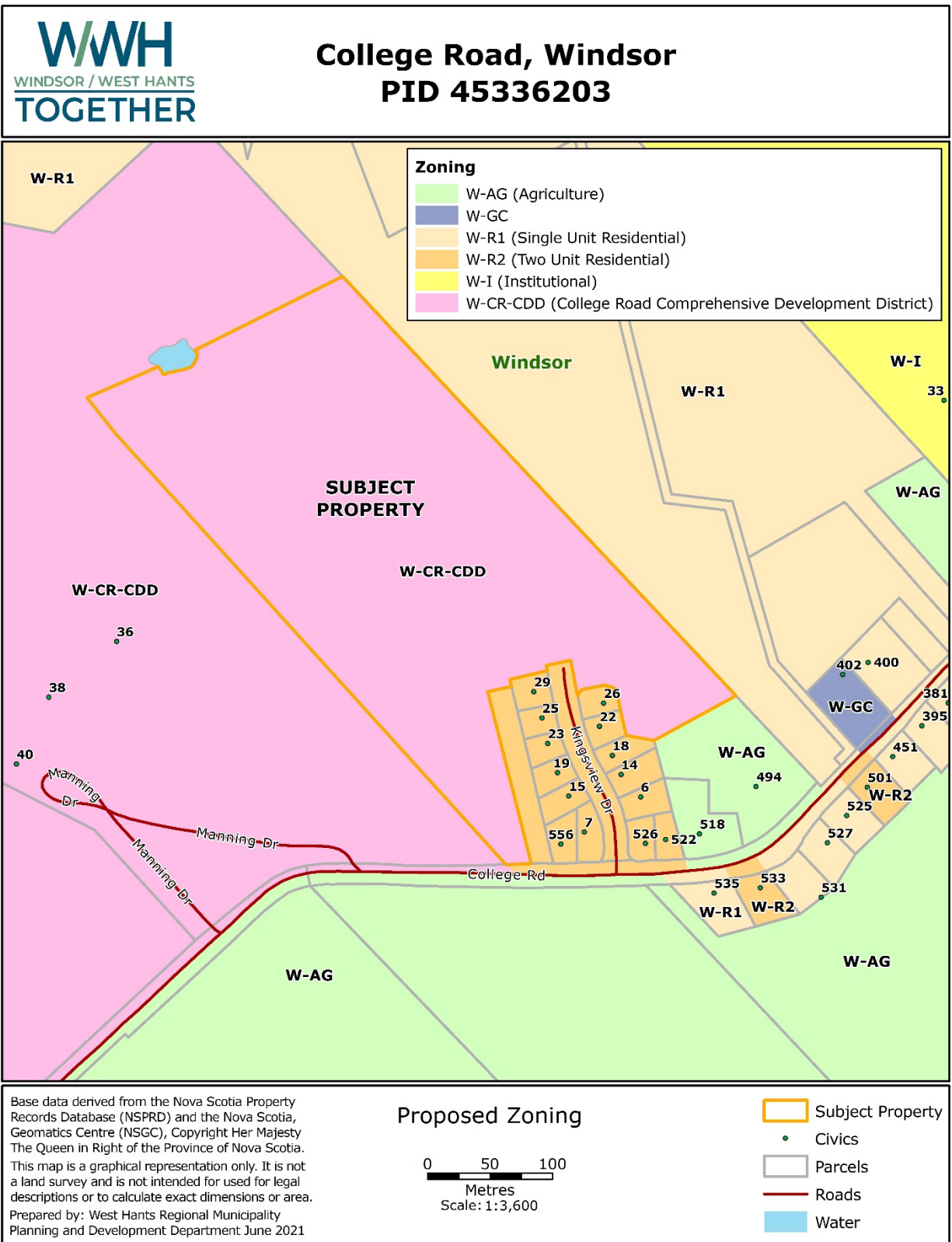


Figure 4
Windsor Proposed Zoning Map Extract



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 Municipality Planning and Development Department June 2021

0 50 100



Metres
Scale: 1:3,600

Attachment A

Draft Amendments to the Windsor Municipal Planning Strategy

Text amendments to the Windsor Municipal Planning Strategy to include the property at PID 45336203 on College Road in the College Road Comprehensive Development District (CR-CDD) designation.

[Blue text = Amendments to the WMPS]

5.0 RESIDENTIAL

5.7 College Road Comprehensive Development District

College Road is a dead-end street which currently serves agricultural land, a Provincial Heritage Property known as [Richmond Hill Farm owned by Heritage Trust of Nova Scotia](#), the Gladys M. Manning Retirement Community, [the Dykeland Lodge property](#), Howard Dill Enterprises, Kings-Edgehill School, the Gordon Hughes Tennis Club-Windsor, and a number of residential uses.

Under the previous Municipal Planning Strategy, a Comprehensive Development District (CDD) was applied to all properties on the north side of College Road from the Gladys Manning Retirement Community west to the [Town Windsor](#) limits at Lebreau Creek. Council wished to see a cohesive approach to development of this land including a phasing plan and a comprehensive statement of the developers' intentions prior to any structure or use being established. The intent was that development in the CDD would consist of mixed uses including major residential, institutional or recreational development, and other limited services and uses in support of these major uses. Development would proceed only by development agreement. In establishing the CDD, Council wanted to be able to exert particular control over the development of properties with specific environmental and topographic constraints that could present servicing and development problems. Council also wished for more flexibility in providing for a broader mix of land uses.

Although Phases 1, 2 and 3 of the Gladys Manning Retirement Community were built under this policy, no other new development proceeded during the 12 years since the CDD was created. In fact, the limitations of the CDD may have affected agricultural development on some of the existing farms in the area. In addition, some of the CDD fell under new provincial legislation which limits development on agricultural dykeland.

Council feels the CDD may be somewhat redundant given that this Strategy establishes new policies to allow for mixed development by development agreement. In addition an Environmental Constraints designation (see Section 12), which applies to dykeland and other areas with topographic or environmental hazards, provides more control over the development of these areas. As a result, Council wishes to limit the CDD to the Gladys Manning property, which has already been partially developed under this policy, [and the Dykeland Lodge property](#).

Matters that Council shall consider prior to the approval of an agreement include compatibility of uses and structures, servicing requirements, vehicle and pedestrian traffic, environmental suitability of the site, financial capability of the [Town Municipality](#) to absorb any costs relating to the development, and timeliness of the development.

Policy 5.7.1

It shall be the policy of Council to establish the College Road Comprehensive Development District (College Road CDD) which allows residential, institutional or recreational development and other limited services and uses in support of this development. As-of-right development shall not be permitted.

Policy 5.7.2

It shall be the policy of Council to designate the Gladys Manning Retirement Community property [and the Dykeland Lodge property](#) as College Road CDD as shown on the Generalized Future Land Use Map (Map 1).

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>	As this is a text and map amendment to the Windsor Municipal Planning Strategy and map amendment to the Windsor Land Use By-law most of the criteria are not applicable as no uses are permitted as-of-right in the College Road Comprehensive Development District (CR-CDD). Any proposed development on site would have to go through the development agreement process at which time staff would evaluate the specific application against the criteria.
<i>(ii) the adequacy of school facilities;</i>	Not applicable.
<i>(iii) the adequacy of fire protection;</i>	Not applicable.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Not applicable.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	Not applicable.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Not applicable.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The subject lot is approximately 24.7 acres in size which is adequate to provide some or all of the uses permitted by development agreement in the College Road Comprehensive Development District.
<i>(d) the pattern of development which the proposal might create;</i>	This proposal is not anticipated to significantly change the pattern of development in the area. The abutting Gladys Manning property is currently designated College Road Comprehensive

	Development District which has been developed as per development agreement originally entered into in 1991 and amended in 2005.
<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 along College Road and gradually gets steeper towards the north west end of the property. There are no evident concerns in terms of steepness of grade, soil or geological conditions. There is a water body at the rear property line. The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) shows that the subject lot does not appear to be affected under a simulated flooding extent for probable maximum flood due to climate change, however College Road itself may experience flooding. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
<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>	There are no other relevant policies of this Strategy.

Attachment C
Public Information Meeting Notes
October 14 – October 29, 2021
File 21-04
College Road, Windsor PID 45336203

Meeting date and time	A virtual Public Information Meeting was held on October 14, 2021 beginning at 6:14 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Ivey (Chair) Five (5) members of staff: • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips Applicant: • Krista Beeler, Administrator at Dykeland Lodge • John Bregante, Board Member of Dykeland Lodge As this meeting was held virtually there were no members of the public present.
Applicant Krista Beeler and Ed Sherman at Dykeland Lodge on behalf of the Hants County Residence for Senior Citizens Property College Road, Windsor PID 45336203	Planner Poirier outlined the application to redesignate and rezone the lot at PID 45336203 on College Road from the Residential designation and Two Unit Residential (R-2) zone to the College Road Comprehensive Development District designation and zone. A formal presentation was not made by the applicant.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021. No written or verbal comments were received from the public.
Adjournment	The meeting was adjourned at 6:20 p.m.



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: _____
Alex Dunphy, Planner

Date: November 23rd, 2021

Subject: Development Agreement: Fairfield Court, Windsor; PID 45383742;
File# 20-25

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

...that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a one storey residential building containing three dwelling units at PID 45383742 on Fairfield Court, Windsor, in a manner substantively the same as the draft set out in Appendix A to the report #20-25 to Mayor Zebian and the Members of West Hants Regional Municipality Council dated November 23rd, 2021.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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An application was received from David Howell on April 30th, 2021. The application was made to permit a one-storey triplex through development agreement at the property listed as PID 45383742, Fairfield Court, Windsor.

The property is just over 16 000 sq ft (0.14 acres) in area and is currently vacant.

DISCUSSION

A Public Information Meeting was held on October 14th, 2021.

On November 8th, 2021, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix B).

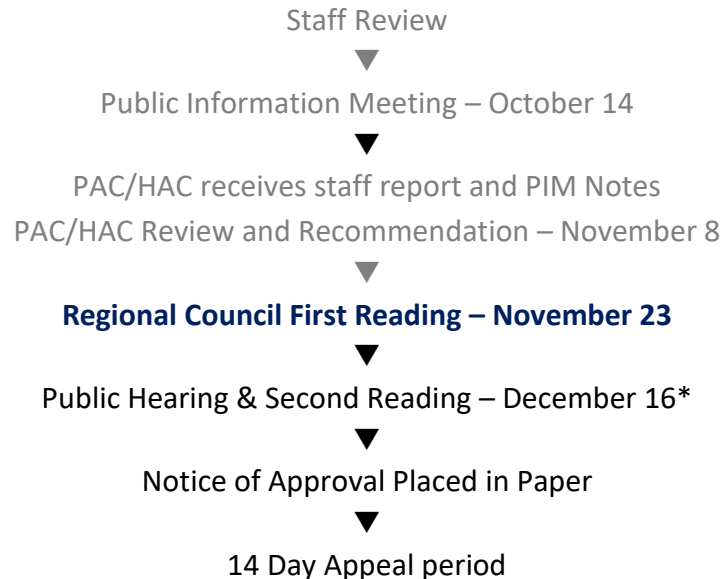
PAC/HAC recommended in favour of the development agreement on November 8th, 2021.

One addition to the development agreement was requested by Chrystal Fuller, acting as agent for the developer, on November 9th, 2021. The request is a clause in Section 2.2 (b), *Development Location and Design*, which would allow minor changes to the location of the main building on the site plan in accordance with the report required through Section 2.8 (c), *Environmental Study*. Staff support the request as it would allow for the developer to follow the guidance provided by the environmental study without having to amend the development agreement. The development will still be required to meet the setbacks listed in Section 2.3, *Site Requirements*. The revised development agreement is attached as Appendix A, with the requested change highlighted in Section 2.2 (b).

NEXT STEPS

Process

The process for this application is as follows:



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, Council may decide to:

- hold a First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of Council; or
- provide alternative direction such as requesting further information on a specific topic

APPENDICIES

Appendix A	Revised Draft Development Agreement
Appendix B	2021-11-08 Staff Report – Development Agreement: Fairfield Court, Windsor, PID 45383742; File #20-25

CHIEF ADMINISTRATIVE OFFICER REVIEW

This proposal is another positive development addressing the housing needs in the community.

I support the recommendation.

Report Prepared by: _____
Alex Dunphy, Planner

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A – Revised Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 202_.

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 -

GATEWAY INVESTMENTS INCORPORATED, a body corporate, with a head office at 258 King Street, Windsor, in the County of Hants, 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 on Fairfield Court, PID 45383742, 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 Windsor Municipal Planning Strategy and zoned General Commercial (GC) on the Zoning Map of the Windsor Land Use By-law and is in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit a single storey residential building containing three (3) dwelling units on the Property (the “Development”); and

WHEREAS Policy 5.4.6 of the Municipal Planning Strategy and Section 6.1 (b) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development consisting of three or more units in the Residential designation; and

WHEREAS the Council of the Municipality, at a meeting held on **(DATE)**, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, 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) a single storey residential building containing three (3) dwelling units.

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 development location and design shall be generally consistent with the layout shown on Schedule B.
- (b) The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided that setbacks listed in Section 2.3, *Site Requirements*, of this agreement are met. Changes to the site plan may also be approved in accordance with reports generated in response to Section 2.8, (c), *Environmental Study*, of this agreement provided that the setbacks listed in Section 2.3, *Site Requirements*, of this agreement are met.

2.3 Site Requirements

- (a) The residential building shall conform to the following site requirements:

Minimum Lot Area		3,000 ft ² (278.70 m ²) for each dwelling unit
Minimum Lot Frontage		100 ft (30.48 m)
Minimum Front Yard		25 ft (7.62 m)
Minimum Rear Yard		25 ft (7.62 m)
Minimum Side Yard	Payzant Drive side	15 ft (4.57 m)
	Other side	5 ft (1.52 m)
Maximum Height of Main Building		35 ft (10.67 m)
Maximum Height of Accessory Building		15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Windsor Land Use By-law, *Accessory Buildings and Structures*.
- (c) Fences shall be permitted on the Property provided that:
- (i) the Owner gets a development permit for the fence;
 - (ii) opaque fences in a required front yard shall not exceed a height of 3 ft (0.91 m);
 - (iii) no fence in a rear or side yard shall exceed a height of 8 ft (2.44 m);
 - (iv) a fence must conform to Section 5.41 of the Windsor Land Use By-law, *Visibility at Street Intersections*; and

- (v) no permanent fence, or part thereof, shall be constructed of sheet metal, corrugated fibreglass or metal panels, chicken wire, snow fencing or rubber tires.

2.4 Access and Egress

- (a) The Property is limited to a maximum of two (2) driveways onto Fairfield Court.
- (b) The driveway(s) must:
 - (i) provide access/egress from Fairfield Court, and
 - (ii) the nearest edge of each driveway must be constructed at least 50 ft (15.24 m) from the closest point of the intersection of Fairfield Court and Payzant Drive.

2.5 Parking

The Owner shall provide a minimum of 1.5 parking spaces per dwelling unit for a total of 5 parking spaces on the Property, each a minimum of 10 by 20 feet exclusive of driveways and manoeuvring aisles. Parking shall be located approximately as shown in Schedule B. The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Windsor Land Use By-law, *Illumination* and *Signs*, which controls 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 Maintenance

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.

2.8 Servicing

(a) Waste Collection

The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Fairfield Court as shown in Schedule B.

(b) Water and Sewer Services

The development must connect to Municipal Water and Sewer service.

(c) Environmental Study

- (i) In accordance with Policy 12.0.2 of the Windsor Municipal Planning Strategy, prior to a development permit being issued for development on the Property, the Owner shall submit an environmental study conducted by a qualified person which identifies constraints to construction at the site. Without limiting the generality of the foregoing, the study will describe the susceptibility to flooding, drainage problems, and the bearing capacity and suitability for construction of soils at the site, and will identify suitable construction methods, including flood proofing measures, to overcome the constraints which are found to exist at the site.
- (ii) In accordance with Section 27.3 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with an environmental study required in Section 2.8 (c)(i) in this development agreement, any future alterations or additions shall also follow the construction methods set out in the environmental study.

2.9 Variance

In accordance with Section 5.40 of the Windsor Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum site requirements established in 2.3 (a);
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

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 matter is a substantive matter:

- (a) the uses permitted on the Property as listed in Section 2.1 of this Agreement, *Use*.

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 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.

3.6 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 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* 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.

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 By-laws 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 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 258 King Street P.O. Box 2018 Windsor, NS, CA B0N 2T0, 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, West Hants Regional Municipality, 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 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

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

)

)

)

) Per: _____

Witness

) Abraham Zebian, Mayor

)

) Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

)

)

)

)

)

) **Gateway Investments Incorporated**

)

)

)

) Per: _____

Witness

) David Howell, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 202_, 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. 202_, 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, Deanna Snair 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 _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair 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, David Howell, Nova Scotia, make oath and say that:

1. I am David Howell of Gateway Investments Incorporated, 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 _____, 20__ 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
Print name/affix seal

DAVID HOWELL

Schedule A
Legal Description – PID 45383742

Registration County: HANTS COUNTY

Street/Place Name: PAYZANT DRIVE /WINDSOR

Title of Plan: PLAN OF SURVEY OF LOT C-1 TO C4 INC, BEING A S/D OF LOT 2-W-1, LANDS OF
BRISON DEVEL LTD, PAYZANT DR, WINDSOR

Designation of Parcel on Plan: LOT C-1

Registration Number of Plan: 97677786

Registration Date of Plan: 2011-01-31 11:40:07

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

Compliance:

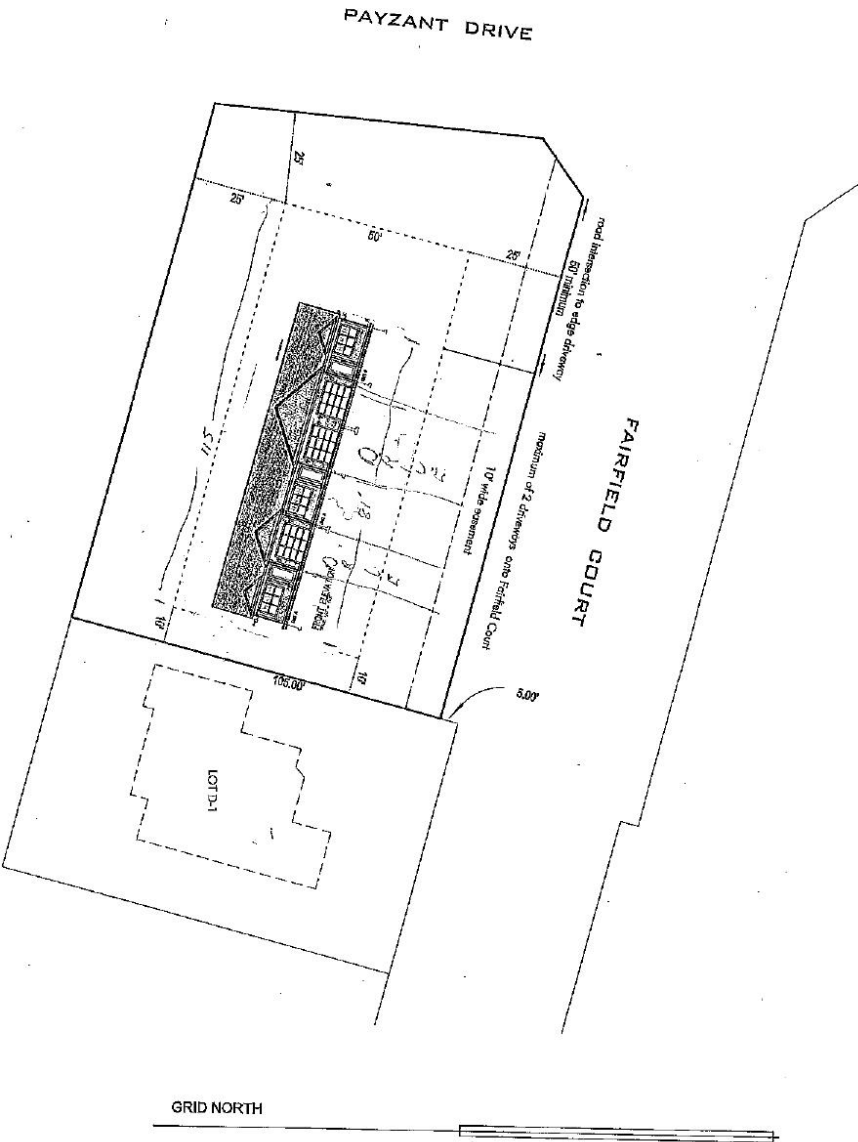
The parcel is created by a subdivision (details below) that has been filed under the Registry Act
or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2011

Plan or Document Number: 97677786

Schedule B
Site Plan



**Appendix B – 2021-11-08 Staff Report – Development Agreement: Fairfield Court, Windsor,
PID 45383742; File #20-25**



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: _____
Alex Dunphy, Planner

Date: November 8th, 2021

Subject: Development Agreement: Fairfield Court, Windsor; PID 45383742;
File# 20-25

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

To allow the requested development, staff recommends that PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a one storey residential building containing three dwelling units at PID 45383742 on Fairfield Court, Windsor, in a manner substantively the same as the draft set out in Attachment B to the report #20-25 to the Planning and Heritage Advisory Committee dated November 8, 2021.

BACKGROUND

An application was received from David Howell on April 30th, 2021. The application was made to permit a one-storey triplex through development agreement at the property listed as PID 45383742, Fairfield Court, Windsor.

The property is just over 16 000 sq ft (0.14 acres) in area and is currently vacant.

Previous Uses

The property was rezoned from Two Unit Residential (R-2) to General Commercial (GC) in 2009 by the Town of Windsor after receiving an application from Brison Development Ltd. The application was to rezone the front portion of the larger lot along Payzant Drive to General Commercial (GC) to permit a variety of commercial uses. The application was approved and four lots along Payzant Drive are now zoned General Commercial (GC). Two of these lots have been developed as the Windsor Physiotherapy Clinic and the Windsor Vision Centre. The other two, including the subject lot, remain vacant.

DISCUSSION

As noted above, the property is zoned General Commercial (GC) and also falls within the Environmental Constraints Area on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 1). Permitted uses in this zone consist of a variety of commercial uses, as well as existing residential uses and residential uses located above commercial uses.

The property is designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 2). This designation displays the intention for residential development on the property, which matches the proposed development.

The property is located within the Environmental Constraints Area, which is dykeland designated under the *Agricultural Marshland Conservation Act*. New main buildings or accessory buildings larger than 800 sq ft in total floor area for a use permitted in the underlying zone require an environmental study (Policy 12.0.2). The property has also been identified as marshland, specifically within the Tregothic Marsh. The *Windsor Dykelands Background Report* (2001) specifies the property as part of the properties exempted by the Province from the requirements of Section 41 of the *Agricultural Marshland Conservation Act*. Exemption from Section 41 of the Act means that the owner does not have to apply for permission from the Marsh Body to allow construction.

The applicant requested permission from Council to rezone the lot to allow development of a single storey building consisting of three (3) dwelling units. Policies in the WMPS prohibit rezoning to the Medium Density Residential (R-3) (Policy 5.3.3) and High Density Residential (R-4) (Policy 5.4.3), which both permit this use. Although the rezoning is not possible, the application can be considered by development agreement pursuant to Policy 5.4.6.

Development Agreements

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. A development agreement is binding upon a property until the agreement is discharged by Council. 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.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

The draft development agreement can be found in Attachment C.

Surrounding Neighbourhood

The subject lot directly abuts lots zoned General Commercial (GC) to the north, Two Unit Residential (R-2) to the east, Institutional (I) to the south, and Agriculture (AG) to the west.

Table 1: Use Abutting Subject Lot by Direction

North	Windsor Physiotherapy Clinic and the Windsor Vision Centre are zoned General Commercial (GC).
East	Single unit dwellings and two-unit dwellings all zoned Two Unit Residential (R-2).
South	The Hants County Community Hospital property is zoned Institutional (I).
West	A vacant lot zoned Agriculture (AG) is adjacent to the subject lot on the west side of Payzant Drive.

Proposed Uses

The property owner is proposing a new single storey residential building with three (3) dwelling units on the currently vacant lot.

Payzant Drive is a major collector road from the corner of Wentworth Road to Underwood Drive as shown on the Transportation Map (Map 2) of the WMPS. Fairfield Court is not shown on the Transportation Map but would meet the description of a local road in the WLUB. The Municipal Traffic Authority stated they had no concerns in regard to the movement of auto, rail and pedestrian traffic as long as the driveways enter Fairfield Court and not Payzant Drive.

The Development Officer has no concerns about the proposed three (3) unit single storey dwellings being able to locate in this area providing that the driveway access to the property is a minimum of fifty (50) feet from the intersection of Fairfield Court and Payzant Drive, the development is built according to the recommendations in the Environment Assessment, and the required parking and open space is provided.

DOCUMENT REVIEW

Land Use By-law

Section 6.1 of the WLUB allows multiple unit residential developments consisting of three (3) or more units in a Residential designation to be considered by development agreement in accordance with MPS policy 5.4.6.

Municipal Planning Strategy

The specific criteria related to this proposal to be considered by Council are contained in Policy 5.4.6.

Policy 5.4.6 establishes criteria which applies to specifically new multiple unit residential development consisting of three or more units. The criteria are examined in further detail in Attachment A. The proposal meets the criteria since:

- The proposal meets the High Density Residential (R-4) zone standards;
- The proposal is compatible with the residential character of the area; and
- The proposal meets the general provisions of policy 16.3.1 of the WMPS.

Policy 16.3.1 establishes the general criteria that all development agreements and amendments. The criteria are examined in further detail in Attachment A. The proposal meets the criteria since:

- The proposal is not considered premature or inappropriate;
- There are no anticipated costs to the Municipality related to the proposal; and
- The Fire Chief, Development Officer, Senior Building and Fire Official, Director of Public Works and Traffic Authority have no concerns.

Municipal Climate Change Action Plan

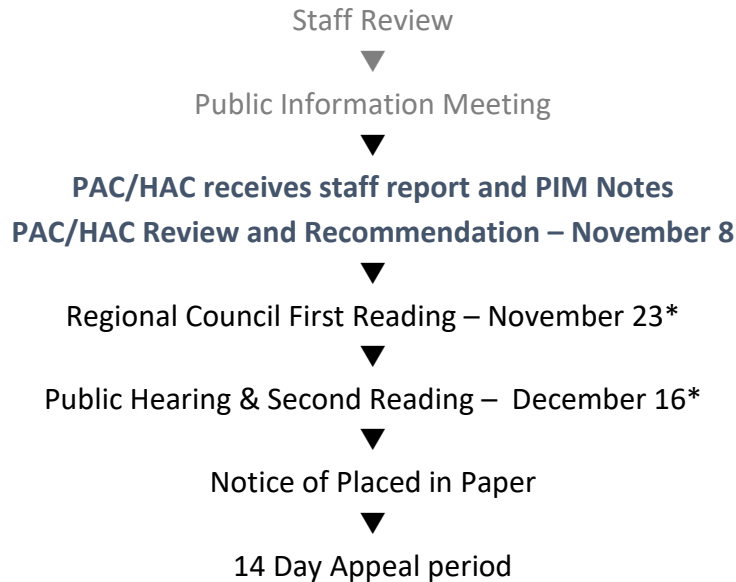
The *Simulated Flooding Extent for Observed 1997 Storm Surge (8.6 m O.D.)* of the *Windsor Municipal Climate Change Action Plan* (MCCAP) does not indicate that there will be any effect of inland flooding on this lot. The map describes the most likely scenario that the community of Windsor will face, based on a 1997 flooding event where the high-water mark reached 8.6 m.

Another scenario described in the MCCAP is a worst-case scenario where the high-water mark would reach an elevation of 9.4 m, due to a 100-year storm. This scenario is shown as the *Simulated Flooding Extent for Probable Maximum Flood due to Climate Change* map. On this map, the subject lot is shown to experience flooding, as along with a significant portion of the properties in Windsor. This property is within the boundary of the Tregothic Marsh and the Environmental Constraints overlay. As previously discussed, the developer will be required to provide the Development Officer an environmental study which identifies constraints to construction at the site prior to the issuance of a development permit.

NEXT STEPS

The proposed development agreement has been considered based on both the specific and general policies of the WMPS and has proven consistent with the intent, objectives, and policies of WMPS. As a result, it is reasonable to consider entering into the development agreement to permit a one storey, residential building with three (3) dwelling units at Fairfield Court, Windsor (PID 45383742).

Process



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality associated with this development.

ALTERNATIVES

In response to the application, PAC/HAC may:

- Recommend that Council hold a 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

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Environmental Constraints Map Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Figure 1 – Windsor GFLUM Extract



Figure 2 – Windsor Zoning Map Extract

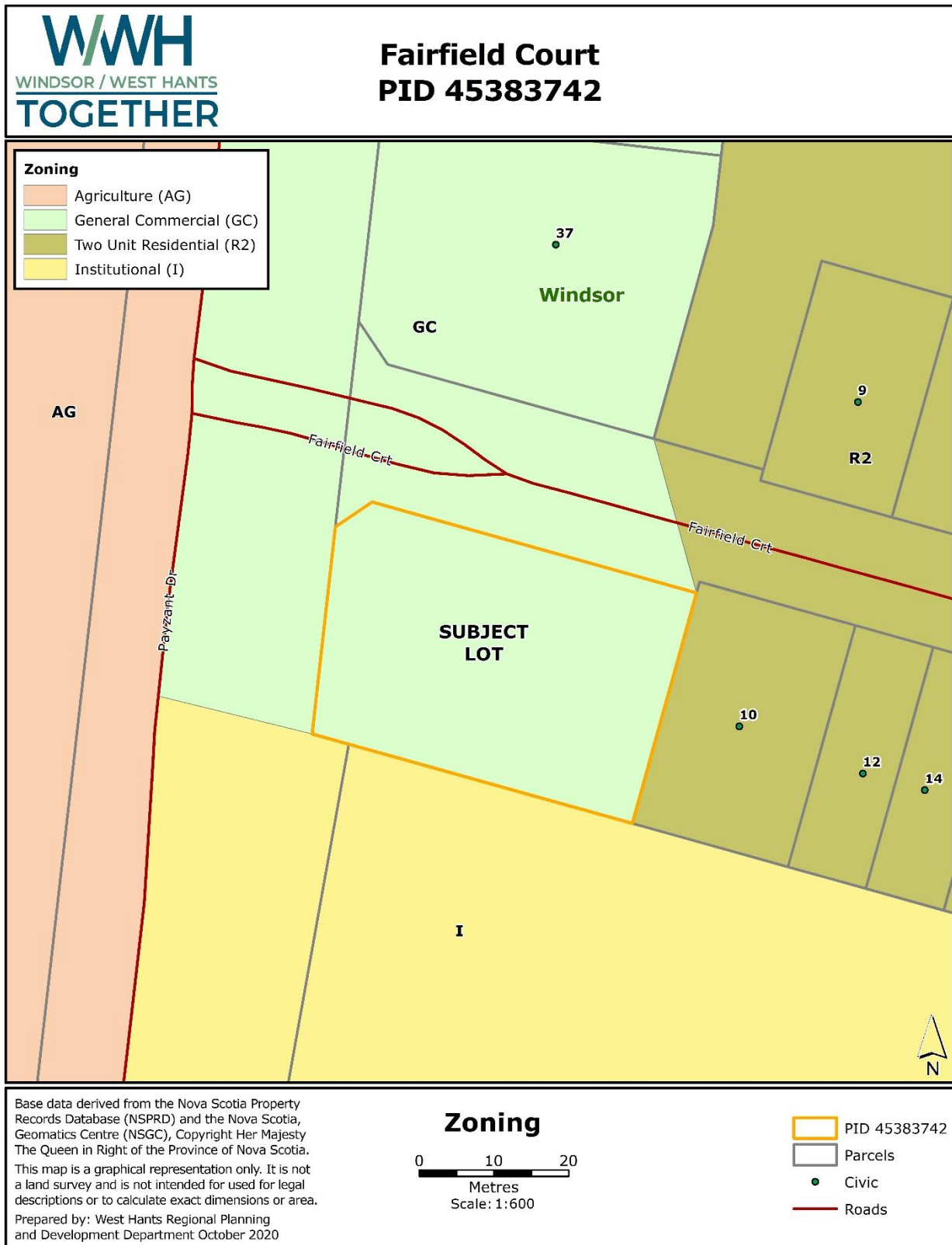
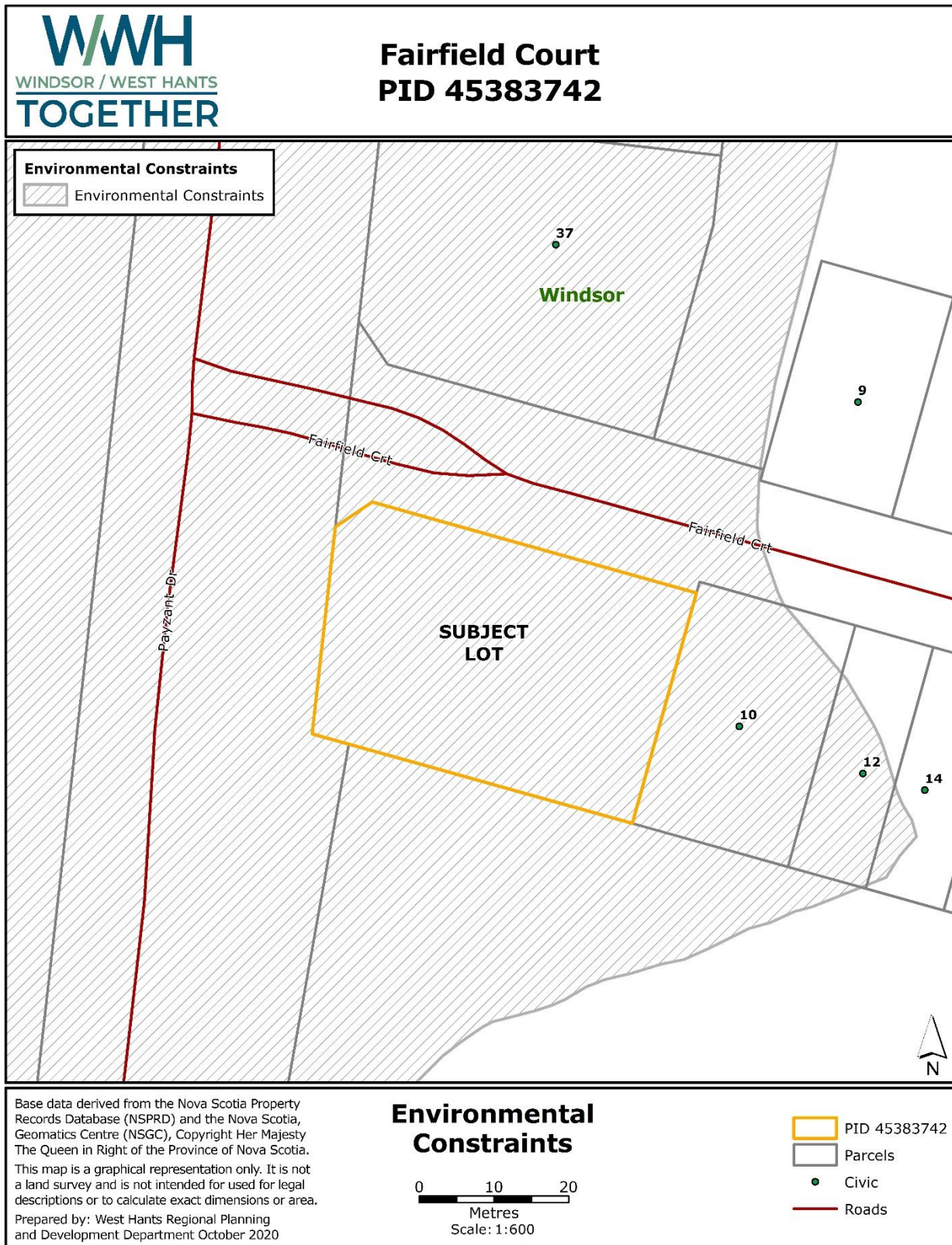


Figure 3 – Windsor Environmental Constraints Map Extract



Attachment A – Policy Summary for Development Agreement

Policy 5.4.6

It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:

(a) the proposed use meets one of the following:

<i>(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or</i>	The development is generally consistent with the High Density Residential (R-4) zone standards, with exception that the front and rear yard setbacks have been reduced to accommodate for the higher density in a single storey building.
<i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i>	Not applicable
<i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i>	The development will be compatible with adjacent land uses. The proposal is intended to match the height and exterior appearance of surrounding one and two unit dwellings, while only slightly increasing density.
<i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i>	The Municipal Traffic Authority commented that the development is compatible and there are no concerns regarding traffic generation.
<i>(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;</i>	The development will have a relatively low impact on the neighbouring properties. The development agreement will permit fences, subject to the WLUB requirements for fences in residential zones. Landscaping is not required as the proposal is compatible with the surrounding land uses.
<i>(e) adequate on-site parking is provided and parking areas are well designed;</i>	The development agreement includes parking requirements in accordance with section 5.25 of the WLUB.
<i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the</i>	The recreational space provided by the rear yard, which meets the requirements

<i>development; for conversion of existing buildings, nearby public parks may be deemed sufficient;</i>	of the High Density Residential (R-4) zone will be sufficient for the proposed units.
<i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i>	Not applicable
<i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i>	Not applicable as the lot is not within Architectural Control District.
<i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i>	Not applicable
<i>(j) any other matter which may be addressed in a development agreement; and</i>	All necessary matters have been addressed.
<i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below

Policy 16.3.1 <i>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:</i>	
<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 commented that the property has access to adequate water and sewer services for the proposed use.
<i>(ii) the adequacy of school facilities;</i>	
<i>(iii) the adequacy of fire protection;</i>	The local Fire Chief and Manager of Building and Fire Inspection Services have stated that there is adequate fire protection for the building.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Fairfield Court is not shown on the Transportation Map because it was developed following the creation of the map. Fairfield Court meets the description of a local road in the WLUB and the Traffic Authority has no concerns regarding the adequacy of road networks leading to the development.

<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The Traffic Authority commented that they do not have any concerns regarding movement, provided the driveway enters Fairfield Court.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer commented that the lot has adequate area and frontage for the proposed use. There are no further concerns about the intended use providing parking, access, and recreational space.
<i>(d) the pattern of development which the proposal might create;</i>	The lot is designated Residential and is intended to be developed in a manner similar to the proposal. The Development Officer has no concerns about the pattern of the development.
<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 appears to be flat and dry, there were no concerns recorded during the site visit.
<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 relevant matters have been addressed in this report.

Attachment B – Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202_.

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 -

GATEWAY INVESTMENTS INCORPORATED, a body corporate, with a head office at 258 King Street, Windsor, in the County of Hants, 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 on Fairfield Court, PID 45383742, 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 Windsor Municipal Planning Strategy and zoned General Commercial (GC) on the Zoning Map of the Windsor Land Use By-law and is in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit a single storey residential building containing three (3) dwelling units on the Property (the “Development”); and

WHEREAS Policy 5.4.6 of the Municipal Planning Strategy and Section 6.1 (b) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development consisting of three or more units in the Residential designation; and

WHEREAS the Council of the Municipality, at a meeting held on **(DATE)**, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, 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) a single storey residential building containing three (3) dwelling units.

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 development location and design shall be generally consistent with the layout shown on Schedule B.

2.3 Site Requirements

- (a) The residential building shall conform to the following site requirements:

Minimum Lot Area		3,000 ft ² (278.70 m ²) for each dwelling unit
Minimum Lot Frontage		100 ft (30.48 m)
Minimum Front Yard		25 ft (7.62 m)
Minimum Rear Yard		25 ft (7.62 m)
Minimum Side Yard	Payzant Drive side	15 ft (4.57 m)
	Other side	5 ft (1.52 m)
Maximum Height of Main Building		35 ft (10.67 m)
Maximum Height of Accessory Building		15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Windsor Land Use By-law, *Accessory Buildings and Structures*.
- (c) Fences shall be permitted on the Property provided that:

- (i) the Owner gets a development permit for the fence;
- (ii) opaque fences in a required front yard shall not exceed a height of 3 ft (0.91 m);
- (iii) no fence in a rear or side yard shall exceed a height of 8 ft (2.44 m);
- (iv) a fence must conform to Section 5.41 of the Windsor Land Use By-law, *Visibility at Street Intersections*; and
- (v) no permanent fence, or part thereof, shall be constructed of sheet metal, corrugated fibreglass or metal panels, chicken wire, snow fencing or rubber tires.

2.4 Access and Egress

- (a) The Property is limited to a maximum of two (2) driveways onto Fairfield Court.
- (b) The driveway(s) must:
 - (i) provide access/egress from Fairfield Court, and
 - (ii) the nearest edge of each driveway must be constructed at least 50 ft (15.24 m) from the closest point of the intersection of Fairfield Court and Payzant Drive.

2.5 Parking

The Owner shall provide a minimum of 1.5 parking spaces per dwelling unit for a total of 5 parking spaces on the Property, each a minimum of 10 by 20 feet exclusive of driveways and manoeuvring aisles. Parking shall be located approximately as shown in Schedule B. The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Windsor Land Use By-law, *Illumination* and *Signs*, which controls 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 Maintenance

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.

2.8 Servicing

(a) Waste Collection

The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Fairfield Court as shown in Schedule B.

(b) Water and Sewer Services

The development must connect to Municipal Water and Sewer service.

(c) Environmental Study

- (i) In accordance with Policy 12.0.2 of the Windsor Municipal Planning Strategy, prior to a development permit being issued for development on the Property, the Owner shall submit an environmental study conducted by a qualified person which identifies constraints to construction at the site. Without limiting the generality of the foregoing, the study will describe the susceptibility to flooding, drainage problems, and the bearing capacity and suitability for construction of soils at the site, and will identify suitable construction methods, including flood proofing measures, to overcome the constraints which are found to exist at the site.
- (ii) In accordance with Section 27.3 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with an environmental study required in Section 2.8 (c)(i) in this development agreement, any future alterations or additions shall also follow the construction methods set out in the environmental study.

2.9 Variance

In accordance with Section 5.40 of the Windsor Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (iv) minimum site requirements established in 2.3 (a);

- (v) number of parking spaces required; and
- (vi) floor area occupied by a home-based business.

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 matter is a substantive matter:
- (b) the uses permitted on the Property as listed in Section 2.1 of this agreement, *Use*.
- 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 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.
- 3.6** 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 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* 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.

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 By-laws 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 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 258 King Street P.O. Box 2018 Windsor, NS, CA B0N 2T0, 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, West Hants

Regional Municipality, 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 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**
In the presence of:) **MUNICIPALITY**

)
)
)
)
)
)
)

_____) Per:

_____) Abraham Zebian, Mayor
Witness)
)

_____) Per:

_____) Deanna Snair, Municipal Clerk
Witness)
)
)
)
)
)
)
)

_____) **Gateway Investments**

Incorporated

)
)
)

_____))

Per: _____
Witness) David Howell, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 202__, 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. 202__, 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, Deanna Snair of _____, Hants County, Nova Scotia
make oath and swear that:

5. 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.
6. The Municipality is a body corporate pursuant to the *Municipal
Government Act*, S.N.S. 1988, c.18, as amended.
7. 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.
8. The Municipality is resident in Canada for the purposes of the Income
Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair 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, David Howell, Nova Scotia, make oath and say that:

6. I am David Howell of Gateway Investments Incorporated, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
7. 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.
8. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
9. The Corporation is a resident of Canada under the Income Tax Act (Canada).
10. 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 _____, 20__ 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
Print name/affix seal

DAVID HOWELL

Schedule A
Legal Description – PID 45383742

Registration County: HANTS COUNTY
Street/Place Name: PAYZANT DRIVE /WINDSOR
Title of Plan: PLAN OF SURVEY OF LOT C-1 TO C4 INC, BEING A S/D OF LOT
2-W-1, LANDS OF BRISON DEVEL LTD, PAYZANT DR, WINDSOR
Designation of Parcel on Plan: LOT C-1
Registration Number of Plan: 97677786
Registration Date of Plan: 2011-01-31 11:40:07

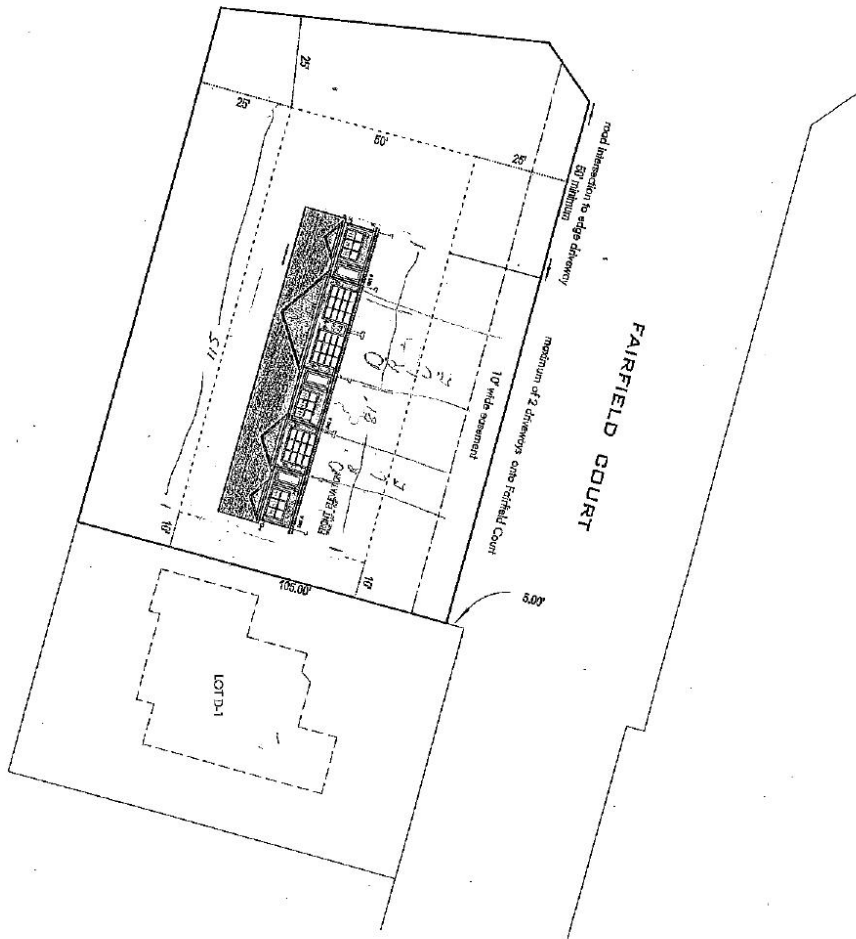
*** Municipal Government Act, Part IX Compliance ***

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: 2011
Plan or Document Number: 97677786

Schedule B
Site Plan

PAYZANT DRIVE



GRID NORTH

Attachment C – Public Information Meeting Notes

Public Information Meeting Notes
October 14, 2021- October 29, 2021
File 21-08A
Fairfield Court PID # 45383742

Meeting date and time	A public information meeting was held on October 14, 2021 beginning at 6 p.m. The meeting was broadcast live on the Municipal Facebook page.
File Number	20-25
Attending	One (1) Councillor: • Councillor Jim Ivey, PIM Chair Five (5) Staff Members: • Madelyn LeMay, Director, Planning and Development • Sara Poirier, Senior Planner • Alex Dunphy, Planner • Vanessa Lake, Meeting Secretary • Mark Phillips, CAO Applicant: • David Howell • Chrystal Fuller As this meeting was held virtually there were no members of the public present.
Applicant David Howell Gateway Investments Incorporated David Howell (President)	Mr. Dunphy outlined the application for a development agreement to permit a one storey, three unit residential dwelling, PID 45383742. A presentation was not made by the applicant.
Comments	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between October 14 – October 29, 2021. No written or verbal comments were received from the public.
Adjournment	The presentation portion of the PIM ended at approximately 6:15 p.m



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, Senior Planner

Date: 2021-11-23

Subject: Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902;
File #21-14 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to proceed to Public Hearing, the following motion would be in order:

...that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor, in a manner substantively the same as the draft set out in Attachment B to the report #21-14B to the Planning and Heritage Advisory Committee dated November 8, 2021, taking note that this development agreement will discharge and replace the development agreement recorded at the Registry of Deeds on April 9, 2010 as document 9561229.

...that Council requires that the development agreement with Metro Premier Properties Inc. be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A completed application was received on September 1, 2021 from Chrystal Fuller of Brighter Community Planning & Consulting on behalf of the property owner Clark Wilkins. The application is to consider the development of:

- Two (2), four (4) storey, 56-unit apartment buildings;
- 122 parking spaces which include 80 underground parking spaces;
- up to 10,000 sq ft of commercial space on the ground floor of one building; and
- a minimum of 20,000 sq ft of outdoor amenity space.

Several changes to the draft development agreement were requested by the developer on October 29 and a Supplementary report was then prepared for the Nov 8 PAC/HAC meeting.

The applicant provided a memo to Planner Poirier on November 19, 2021. The memo provides justification for the requirement of one (1) parking space per apartment unit in the proposed development agreement (Appendix A). The memo is provided for Councils' information. No additional changes to the development agreement are proposed with this information.

A development agreement registered on the property in 2010 permitted two (2), four (4) storey residential buildings with a maximum of 66 residential units and ground floor commercial in one building to a maximum of 10,000 sq ft. The property owner has requested that development agreement be discharged as part of this application.

DISCUSSION

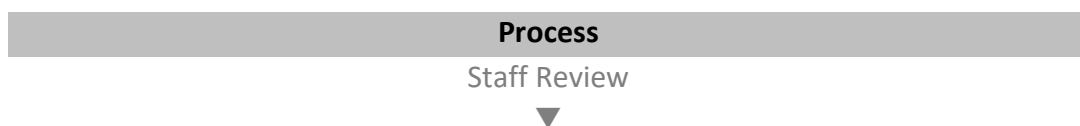
A Public Information Meeting was held on October 14, 2021.

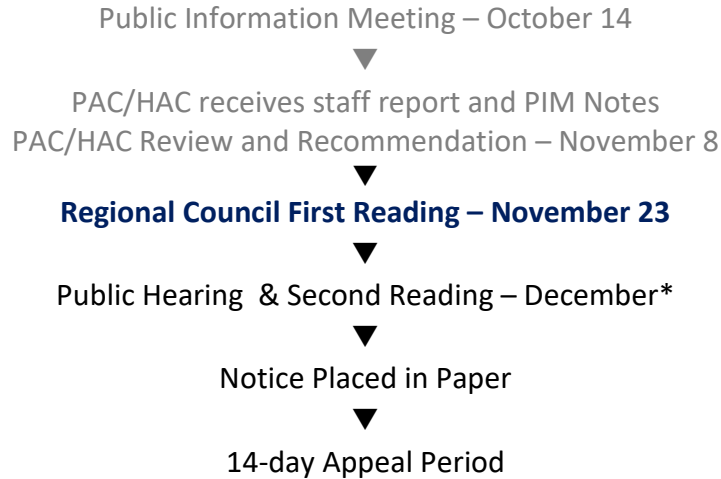
On November 8, 2021 staff presented a supplementary report (Appendix B) and a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix C).

PAC/HAC recommended in favour of the development agreement on November 8, 2021.

NEXT STEPS

The process for this application is as follows:





*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the development agreement and discharge as drafted or as specifically revised by direction of Council;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

- Appendix A 2021-11-19 Memo from Chrystal Fuller to Planner Poirier re: Parking
- Appendix B 2021-11-08 Supplementary Report - Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902; File #21-14 B
- Appendix C 2021-11-08 Staff Report - Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902; File #21-14

CHIEF ADMINISTRATIVE OFFICER REVIEW

I have participated in the PIM and PAC/HAC meetings when this matter has been reviewed. The development is a positive step towards addressing the housing needs in our area.

I support the recommendation.

Report Prepared by: _____

Sara Poirier, Senior Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

To:	Sara Porier
From:	Chrystal Fuller, LPP, MCIP
Date:	2021-11-19
Re:	Supplementary Information - O'Brien Street DA Application
cc:	Insert cc.

Issue

During a recent PAC meeting where an application by Metro Premier was discussed and referred to Council for First Reading, there were questions regarding onsite parking requirements and if 1 parking spot per unit is sufficient. This memo provides additional information on parking for the O'Brien Street development, where the draft development agreement requires a minimum of 1 parking spaced per unit, plus guest parking and EV parking.

Useful Information on Parking

Over the last several decades, minimum parking requirements have been identified as problematic to the development of towns and cities. To assist Council in its consideration of the recommended parking ratio, the following information is provided.

- The proposed development will provide 1.1 spaces per unit, totalling 122 spaces.
- There is no clear rationale for the typical requirement of between 1.25-1.5 spaces per residential unit. In most bylaws when this number is applied, it is not linked to tenant needs or the size of a particular unit. In fact, this parking ratio has come under increasing criticism as it is seen as creating the kind of development most municipal units don't want encouraged. The main concerns of having too much parking are about encouraging poor urban design, storm water management, discouraging pedestrian and bike activity, cost, reinforcing single occupancy vehicle use and impact on housing affordability.
- Parking spots are expensive to build and maintain. Surface parking is less expensive than underground parking, but the cost for either type of parking depends on the purchase price of the land. Underground parking is estimated to cost more than \$25,000 per spot to construct and has yearly maintenance costs. These costs are passed on to the tenant and impact affordability. (Litman, 2020)
- Surface parking spaces reduce opportunities to create open space and outdoor amenity location on the site.
- The higher level of walkability appears to reduce demand for parking. This means that if a site is close to the things tenants need (grocery stores, post office, pharmacies, shopping) then people will drive less.
- In a study conducted in Sidney, BC, a town of approximately 11000, a parking report found that the parking utilization rate for apartments buildings was 0.97 for condominiums and 0.86 for apartment buildings. (Watt Consulting Group, 2019)

- The Sidney BC study found the following (Watt Consulting Group, 2019):

TABLE 5. VEHICLE PARKING DEMAND BY UNIT TYPE

Unit Type (Bedrooms)	Parked Vehicles Per Unit
Studio units (n=29)	0.56
1-bedroom units (n=219)	0.79
2-bedroom units (n=469)	1.01
3-bedroom units (n=22)	1.22

- Homeowner income is linked to the number of cars owned. Homeowners and condominium owners often have higher parking requirements than renters. The O'Brien Street development will be marketed to downsizing seniors and those looking for a smaller, more affordable option than homeownership.
- Some municipalities in NS link the amount of parking requirements to the number of bedrooms. For example, the Town of Truro ¹provides for the following:

Table 4.6: Downtown Parking Requirements

Land Use	Parking Requirement
Single Detached, Semi Detached, Two Unit Dwelling, Converted Dwelling (two units)	0.5 spaces/bedroom
Multiple Unit Dwelling (three units or more)	up to 2 bedrooms 1.0 spaces/unit
Converted Dwelling (three units or more)	three or more bedrooms 0.5 spaces/unit + 0.5 spaces/bedroom
All other uses (excluding uses exempt in accordance with 4.2.4 (b))	75 percent of parking requirements as set out in Tables 4.2, 4.3, 4.4, or 4.5

- Given the known costs that parking brings to a project, it is not surprising that the Charting a New Course for Housing Affordability report recommended a comprehensive review of development requirements to address housing affordability.² (Nova Scotia Affordable Housing Commission, Spring 2021). Parking is just one of the considerations for housing affordability but the correlation to housing affordability is well documented (Litman, 2020).
- The developer is an experienced landlord, and his experience is that 1 parking spot per unit will be sufficient to meet tenant needs. Truro's example shows that at least one other town within Nova Scotia have adjusted its parking requirements to reflect Mr. Wilkins understanding of the market need in downtown locations. In fact, Truro has reduced its

¹ Town of Truro LUB - Table 4.6 for the Downtown. Separate parking requirements are in place for multi-units outside the downtown.

² Recommendation 8 of [Charting a New Course for Affordable Housing in Nova Scotia](#)

- parking requirement in at least one development in the downtown to 0.72 spaces/unit.³
- By permitting a lower parking to unit ratio, the developer can leave more of the property as open/green space. There is little benefit in creating paved surfaces, which remove area for the tenants to use and enjoy. Paved surfaces also contribute to increased storm water flow rates and create heat islands.⁴

Summary

This information is provided to assist staff and Council in understanding why the reduction in parking from 1.5 to 1 is appropriate and to provide some limited context to the evolving thinking in the planning world about parking minimums.

³ [Walker Street Development](#)

⁴ <https://www.buildings.com/articles/27965/heat-island-effect-what-you-need-know>



Appendix B

WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-08

Subject: Supplementary Report to PAC/HAC - Development Agreement and Discharge:
O'Brien St, Windsor, PID 45055902; File #21-14 B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that 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 two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor, in a manner substantively the same as the draft set out in Attachment B to the supplementary report #21-14B to the Planning and Heritage Advisory Committee dated November 8, 2021, taking note that this development agreement will discharge and replace the development agreement recorded at the Registry of Deeds on April 9, 2010 as document 9561229.

...that PAC/HAC recommends that Council require that the development agreement with Metro Premier Properties Inc. be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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On Friday, October 29, following the submission of the staff report with the agenda package to PAC/HAC, Chrystal Fuller, on behalf of the property owner Clark Wilkins requested changes to the draft development agreement. Staff have outlined the requested changes and staff comments in the discussion section of this report.

Planner Poirier received a letter from a resident Keith AuCoin in the afternoon of October 29 for PAC/HAC to consider (Attachment C). The comment period ended at noon on October 29; but this letter is attached for PAC/HAC's consideration. This was the only response received from the public in relation to the application. On November 1, the Project Engineer for the Public Works Department provided a response to Mr. AuCoin's comments in the discussion section.

DISCUSSION

Applicant Requested Changes

The applicant requested the following changes to the draft development agreement for PID 45055902, O'Brien St, Windsor.

Property Ownership

Mr. Wilkins has advised that the property will be owned by Metro Premier Properties Inc. Clark is the Director of that company. The draft development agreement and motion has been amended to name Metro Premier Properties Inc. as the Owner.

Use

The applicant has requested changes in Section 2.1, Use, of the draft development agreement to clarify that underground and surface parking are permitted uses on the property. Staff find this change acceptable.

Site Plan

The applicant has requested a clause be added the development agreement which would allow the Development Officer to consider changes to the site plan to respond to the requirements of reports generated by clauses 2.9, *Site Drainage*, and 2.11 (c), *Environmental Study*, of the draft development agreement. Section 2.2 (b), *Development Location and Design*, outlines that "The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided the side yards are not decreased." Staff have added additional wording to this section to ensure the Development Officer can approve changes to the site plan in accordance with the required reports. This section now states "The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan

provided the side yards are not decreased. Changes to the site plan may also be approved in accordance with reports generated in Section 2.9, *Site Drainage*, and 2.11 (c), *Environmental Study*, of this agreement provided the side yards are not decreased.”

Height

The applicant has requested a change in Section 2.3, *Site Requirements*, of the draft development agreement to include a maximum building height of 45 feet. This would clarify the maximum building height of 4 storeys. Staff find this change acceptable.

The applicant has also requested a change to Section 2.13, *Variance*, to include “maximum building height” as an item that can be varied by the Development Officer in accordance with the *Municipal Government Act*. Staff do not feel it is appropriate to amend this section of the draft development agreement as the application considered by staff, the public, and the PAC/HAC was for two (2), four (4) storey buildings. Allowing the ability to vary the height of the building would affect other aspects of the development such as density, parking, recreation space, fire protection, water and sewer service, etc. These items have all been considered based on the application for four (4) storeys and not on any additional height being permitted.

Recreation Space

The applicant has requested Section 2.6 (a), *Recreational Space*, be clarified to state “individual balconies” instead of “an individual balcony for each dwelling unit” as the ground floor units of the apartment buildings will not have balconies. Staff find this change acceptable.

Fire Safety

The applicant has requested an addition to Section 2.12 (c), *Fire Safety*, to state “unless otherwise agreed to by the Fire Chief”. Staff find this change acceptable.

Outdoor Storage

The applicant requested clarification on Section 2.15, *Outdoor Storage*, of the draft development agreement as they found it overly restrictive. This section was added to ensure the application met the specific criteria of Policy 9.2.1 (i). This prohibition will remain in the draft development agreement.

Commencement of Development

Section 4.1, *Commencement of Development*, of the draft development agreement currently requires the developer to begin the development on the lot within twenty-four (24) months from the date the agreement is signed. Staff have recommended development to begin within twenty-four (24) months in other development agreements. In the past there have been requests to consider extending this period and Council has agreed to 48 months. The most recent example would be for the Meadows development agreement in Falmouth where the

developer was given 48 months to commence development. Staff recommends that no more than 48 months be given to commence a development permitted by development agreement. This change has been made in the draft development agreement.

Material to be Provided

The applicant requested clarity on Section 4.2 (a), *Material to be Provided*, which requires the owner to “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”. During development some construction plans may have to be altered to adapt to site conditions or engineering requirements. Record drawings provide a record of everything that has been constructed on the property following the completion of development. The Public Works Department requires record drawings for any capital works projects and would require the record drawings as part of this development.

To conclude the only requested amendment to the proposed development agreement that staff do not consider advisable would be to allow the Development Officer to vary height of the apartment buildings.

The revised draft development agreement attached to this report as Attachment B incorporates the requested amendments that staff consider appropriate. These proposed changes considered appropriate by staff meet the general and specific criteria of Council to be considered for this proposal.

Letter from Resident

Planner Poirier received a letter from Keith AuCoin on October 29 for PAC/HAC to consider (Attachment C). This was the only response received from the public in relation to the application. The Project Engineer for the Public Works Department was asked to provide comment on Mr. AuCoin’s letter. The Project Engineer stated the following:

“Regarding the concerns from Mr. AuCoin. Currently our intention is to have all stormwater and sanitary sewer separated at the property.

We have provided instruction for the developer to direct all stormwater from the intended O’Brien Street complex towards the Tregothic Creek catchment system, and away from the Cunnabel Creek catchment corridor.

The sanitary sewer would need to tie in at O’Brien Street and would connect to the existing Cunnabel Creek combined sanitary system.

It is our plan to continue efforts to separate sanitary from storm water along the Cunnabel Creek system, and ensure that all new piping is sized appropriate to handle future flows.”

Section 2.9, Site Drainage, of the draft development agreement requires the Owner to provide a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. Staff anticipate that this stormwater management plan and the direction from the Public Works Department to the property owner will ensure the concerns of Mr. AuCoin are addressed.

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 and discharge as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	Revised Draft Development Agreement showing changes
Attachment B	Revised Draft Development Agreement
Attachment C	Letter from Resident Keith AuCoin
Attachment D	Staff Report to PAC - Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902; File #21-14

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Attachment A
DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

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 -

~~3331814 NOVA SCOTIA LIMITED~~**METRO PREMIER PROPERTIES INC.**, a body corporate, with a head office at 424 Caldwell Road, Dartmouth, in the County of Halifax, 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 on O’Brien Street, PID 45055902, 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 Municipal Planning Strategy and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Land Use By-law with a portion of the lot in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings including up to 10,000 sq ft of commercial space on the ground floor of one building on the Property (the “Development”); and

WHEREAS Policy 9.2.1 of the Municipal Planning Strategy and Section 6.1 (l) of the Land Use By-law enables Council to consider entering into a development agreement to allow mixed use development in the Commercial designation; and

WHEREAS the Council of the Municipality, at a meeting held on **month day, year** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) residential development consisting of a maximum of 112 dwelling units;
 - (iii) underground [and surface](#) parking for the uses within the buildings; and
 - (iv) commercial uses located on the ground floor of Building “2” which shall be limited to:
 - (i) arts and craft studios including photography;
 - (ii) banks and financial institutions;
 - (iii) day care centres, licensed and non-licensed;

- (iv) museums, art galleries and libraries;
- (v) offices;
- (vi) repair and rental establishments;
- (vii) retail stores;
- (viii) personal service shops;

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.

- (b) The total area devoted to commercial use on the Property shall not exceed 10,000 sq ft gross floor area.
- (c) No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods.
- (d) Prior to the construction of new buildings as shown on Schedule B attached hereto, all existing buildings shall be demolished, and the materials disposed of in accordance with the requirements established by qualified site professionals.

2.2 Development Location and Design

- (a) The development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided the side yards are not decreased. Changes to the site plan may also be approved in accordance with reports generated in Section 2.9, Site Drainage, and 2.11 (c), Environmental Study, of this agreement provided the side yards are not decreased.

2.3 Site Requirements

- (a) The multiple unit residential buildings shall conform to the following site requirements:

Minimum Front Yard	20 ft (6.1 m)
Minimum Rear Yard	20 ft (6.1 m)
Minimum Side Yard	20 ft (6.1 m)
Maximum Height <u>Storey</u> of Main Building	4 storeys
<u>Maximum Building Height</u>	<u>45 feet</u>
Maximum Height of Accessory Building	15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

2.4 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) A 5 ft (1.6 m) wide sidewalk, constructed of concrete, asphalt, brick or other hard surface paver, shall be provided from O'Brien Street to the building entrances.

2.5 Parking

- (a) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses on the Property.
- (b) Parking may be provided either underground within the buildings or outside at grade.
- (c) Each parking space shall be a minimum of 9 by 20 feet (2.7 m by 6.1 m) exclusive of driveways and manoeuvring aisles.
- (d) Parking aisles shall be a minimum of 20 feet (6.1 m) wide.
- (e) Parking spaces and aisles shall be constructed of concrete, asphalt, brick or other hard surface paver.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Recreational Space

A minimum of 20,000 sq ft of private recreational space shall be provided on the Property ~~as follows~~ and may include:

- (a) ~~an individual balcony~~ individual balconies ~~for each dwelling unit~~; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

2.7 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls 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.

2.8 Maintenance

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.

2.9 Site Drainage

- (a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties.
- (b) The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.10 Site Remediation

No development permit shall be issued until the Owner provides to the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia".

2.11 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for private waste collection for the Property.
- (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) from an abutting property.

(b) Water and Sewer Services

The development must connect to Municipal water and sewer service. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(c) Environmental Study

If any portion of the main buildings shown on Schedule B of this Agreement is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.12 Fire Safety

- (a) No development permit shall be issued until the location and connection design of the fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.
- (b) All curbs shall be designed to be mountable by emergency services vehicles.
- (c) All fire lanes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the property by emergency services vehicles, [unless otherwise agreed to by the Fire Chief.](#)

2.13 Variance

In accordance with Section 5.40 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

2.14 Phasing

- (a) In the event that the Owner chooses to build one building at a time, the following infrastructure required for that building:
 - (i) construction of the paved driveway access from O'Brien Street to the building including the circular driveway as shown on Schedule B;
 - (ii) construction of the sidewalk from O'Brien Street to the entrance of the building;
 - (iii) construction of the parking lot, including paving, to the extent necessary to provide spaces as required by this Agreement for the residential and commercial uses of the building.
- (b) Where the construction of the second building has not commenced within twelve (12) months of the completion of the first building, the area shown on Schedule B covered by the building that has not been constructed shall be graded and landscaped; this may include, grass, shrubs, trees or other appropriate vegetative cover.
- (c) Construction of the first building and all relevant infrastructure and landscaping as outlined in Section 2.14 (a) of this Agreement shall be completed within three (3) years of the commencement of development outlined in Section 4.1 of this Agreement.

- (d) Construction of the second building shall be completed within six (6) years of the commencement of development outlined in Section 4.1 of this Agreement.

2.15 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale is 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*;
- (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
- (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
- (d) the fire safety requirements listed in Section 2.12, *Fire Safety*.
- (e) the timelines for construction in Section 2.14, *Phasing*.

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 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.

- 3.6** 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 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~~fourty-eight (48) 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 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.

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 By-laws 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 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 424 Caldwell Rd., Dartmouth, NS, CA B2V 1A6, 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, West Hants Regional Municipality, 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 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

In the presence of:

Witness

Witness

PREMIER PROPERTIES INC.

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) ~~**3331814 NOVA SCOTIA LIMITED**~~**METRO**

)

)

)

Per: _____

) Clark Wilkins, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2022, 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. 2022, 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, **Clark Wilkins**, 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, Deanna Snair 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 _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair 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, Clark Wilkins, Nova Scotia, make oath and say that:

1. I am Clark Wilkins of ~~3331814 NOVA SCOTIA LIMITED~~METRO PREMIER PROPERTIES INC., 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 _____, 2022 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
Print name/affix seal

CLARK WILKINS, President

Schedule A
Legal Description – PID 45055902

INSIGHT
DESIGN CO.

**O' BRIEN STREET
DEVELOPMENT**
WINDSOR NOVA SCOTIA

2 - 68 UNIT 4 STOREY APARTMENT BUILDINGS

LOT SIZE
128 763 SQFT (approx.)
30 574 SQFT
78 540 SQFT (80%)

PARKING
122 SPACES
8 UNDERGROUND SPACES
- 8 CHARGE STATION SPACES
- 4 BARRIER FREE SPACES
- 6 GUEST SPACES

AMENITY SPACE

CHARGE STATION

SONAR

PROPOSED NEW PROPERTY LINE

EXISTING PROPERTY LINE

ENTRANCE FROM O'BRIEN STREET

EXISTING TRAIL

KEY PLAN

157 • 127

PROPOSED ARCHITECTURAL SITE PLAN

AUGUST 13, 2021 Version 2

AUGUST 13, 2021 Version 2

Attachment B



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

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 -

METRO PREMIER PROPERTIES INC., a body corporate, with a head office at 424 Caldwell Road, Dartmouth, in the County of Halifax, 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 on O’Brien Street, PID 45055902, 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 Municipal Planning Strategy and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Land Use By-law with a portion of the lot in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings including up to 10,000 sq ft of commercial space on the ground floor of one building on the Property (the “Development”); and

WHEREAS Policy 9.2.1 of the Municipal Planning Strategy and Section 6.1 (I) of the Land Use By-law enables Council to consider entering into a development agreement to allow mixed use development in the Commercial designation; and

WHEREAS the Council of the Municipality, at a meeting held on **month day, year** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) residential development consisting of a maximum of 112 dwelling units;

- (iii) underground and surface parking for the uses within the buildings; and
- (iv) commercial uses located on the ground floor of Building “2” which shall be limited to:
 - (i) arts and craft studios including photography;
 - (ii) banks and financial institutions;
 - (iii) day care centres, licensed and non-licensed;
 - (iv) museums, art galleries and libraries;
 - (v) offices;
 - (vi) repair and rental establishments;
 - (vii) retail stores;
 - (viii) personal service shops;

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.

- (b) The total area devoted to commercial use on the Property shall not exceed 10,000 sq ft gross floor area.
- (c) No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods.
- (d) Prior to the construction of new buildings as shown on Schedule B attached hereto, all existing buildings shall be demolished, and the materials disposed of in accordance with the requirements established by qualified site professionals.

2.2 Development Location and Design

- (a) The development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided the side yards are not decreased. Changes to the site plan may also be approved in accordance with reports generated in Section 2.9, *Site Drainage*, and 2.11 (c), *Environmental Study*, of this agreement provided the side yards are not decreased.

2.3 Site Requirements

- (a) The multiple unit residential buildings shall conform to the following site requirements:

Minimum Front Yard	20 ft (6.1 m)
Minimum Rear Yard	20 ft (6.1 m)

Minimum Side Yard	20 ft (6.1 m)
Maximum Storey of Main Building	4 storeys
Maximum Building Height	45 feet
Maximum Height of Accessory Building	15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

2.4 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) A 5 ft (1.6 m) wide sidewalk, constructed of concrete, asphalt, brick or other hard surface paver, shall be provided from O'Brien Street to the building entrances.

2.5 Parking

- (a) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses on the Property.
- (b) Parking may be provided either underground within the buildings or outside at grade.
- (c) Each parking space shall be a minimum of 9 by 20 feet (2.7 m by 6.1 m) exclusive of driveways and manoeuvring aisles.
- (d) Parking aisles shall be a minimum of 20 feet (6.1 m) wide.
- (e) Parking spaces and aisles shall be constructed of concrete, asphalt, brick or other hard surface paver.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Recreational Space

A minimum of 20,000 sq ft of private recreational space shall be provided on the Property and may include:

- (a) individual balconies; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

2.7 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls 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.

2.8 Maintenance

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.

2.9 Site Drainage

- (a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties.
- (b) The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.10 Site Remediation

No development permit shall be issued until the Owner provides to the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia".

2.11 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for private waste collection for the Property.
- (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) from an abutting property.

(b) Water and Sewer Services

The development must connect to Municipal water and sewer service. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(c) Environmental Study

If any portion of the main buildings shown on Schedule B of this Agreement is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.12 Fire Safety

- (a) No development permit shall be issued until the location and connection design of the fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.
- (b) All curbs shall be designed to be mountable by emergency services vehicles.
- (c) All fire lanes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the property by emergency services vehicles, unless otherwise agreed to by the Fire Chief.

2.13 Variance

In accordance with Section 5.40 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

2.14 Phasing

- (a) In the event that the Owner chooses to build one building at a time, the following infrastructure required for that building:
 - (i) construction of the paved driveway access from O'Brien Street to the building including the circular driveway as shown on Schedule B;
 - (ii) construction of the sidewalk from O'Brien Street to the entrance of the building;

- (iii) construction of the parking lot, including paving, to the extent necessary to provide spaces as required by this Agreement for the residential and commercial uses of the building.
- (b) Where the construction of the second building has not commenced within twelve (12) months of the completion of the first building, the area shown on Schedule B covered by the building that has not been constructed shall be graded and landscaped; this may include, grass, shrubs, trees or other appropriate vegetative cover.
- (c) Construction of the first building and all relevant infrastructure and landscaping as outlined in Section 2.14 (a) of this Agreement shall be completed within three (3) years of the commencement of development outlined in Section 4.1 of this Agreement.
- (d) Construction of the second building shall be completed within six (6) years of the commencement of development outlined in Section 4.1 of this Agreement.

2.15 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale is 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*;
 - (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
 - (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
 - (d) the fire safety requirements listed in Section 2.12, *Fire Safety*.
 - (e) the timelines for construction in Section 2.14, *Phasing*.

- 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 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.
- 3.6** 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 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 forty-eight (48) 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 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.

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 By-laws 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 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 424 Caldwell Rd., Dartmouth, NS, CA B2V 1A6, 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, West Hants Regional Municipality, 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 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

In the presence of:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) **METRO PREMIER PROPERTIES INC.**

)

)

)

Per: _____

) Clark Wilkins, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2022, 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. 2022, 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, **Clark Wilkins**, 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, Deanna Snair 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 _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair 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, Clark Wilkins, Nova Scotia, make oath and say that:

1. I am Clark Wilkins of METRO PREMIER PROPERTIES INC., 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.

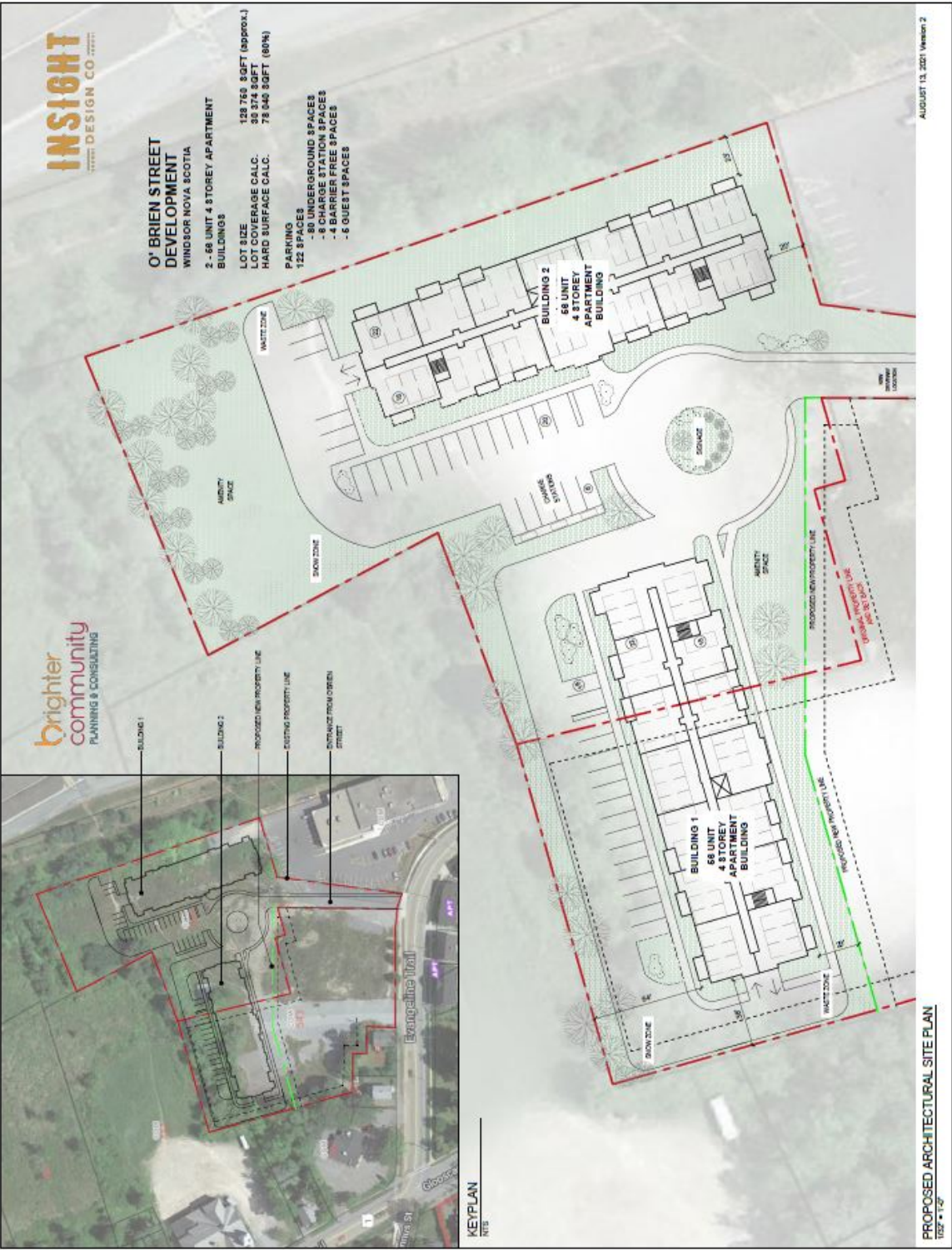
I certify that on this _____, 2022 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CLARK WILKINS, President

Schedule A
Legal Description – PID 45055902

Schedule B
Site Plan



Attachment C



Keith P. AuCoin, P.Eng. NSLS, CLS

PO Box 1046, Windsor, NS, B0N 2T0 Ph: (902) 798-2963

E-mail: keith.aucoin@ns.sympatico.ca

To: Sara Poirier, Senior Planner
From: Keith AuCoin
Subject: Apartment Complex on O'Brien St., Windsor
Date: October 29, 2021

In response to your invitation for comments and questions regarding the proposed apartment complex on O'Brien St in Windsor, the following reflect some concerns I have regarding the above noted proposal. Not knowing what the proposal is called, I'll refer to it as Project A.

My main concern at this time relates to the discharge of sewage from Project A, especially the direction of the discharge and the volume to be dealt with. I live on upper Stannus Street and currently have been experiencing issues as a result of flash floods that overwhelm the sewer /storm water discharge system in our area. One question that comes to mind is will the discharge from Project A be routed through Trogthick Creek to the old treatment plant in the industrial park or will it be directed to the existing sewage line on O'Brien St. that connects to the existing line flowing down Stannus St. towards Lake Pisiquid?

During normal weather conditions, the discharge system may be able to handle the extra load of 55-65 new units from this site but this will be in addition to the new 14 units from the old Woodshire Inn, soon to be hooking into the Stannus Street line. The major concern now is how much additional burden will this extra sewage capacity place on a compromised system during emergency storm conditions. You are likely aware of the current flooding issues in the lower reaches of Windsor during such storms and how the down-stream piping is currently unable to handle the extra capacity. Has this major concern been part of the discussion when considering approval for Project A and if so what was the rationalization on how this extra capacity will be managed?

Building additional apartments is certainly a priority for the area but they need to be built in an area that can accommodate them. These over-capacity concerns should be addressed before approval is considered for this site so as not to add extra burden to the current over-taxed discharge line.

Respectively submitted,
Keith P. AuCoin



Appendix C

WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-08

Subject: Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902;
File #21-14

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that 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 two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor, in a manner substantively the same as the draft set out in Attachment C to the report #21-14 to the Planning and Heritage Advisory Committee dated November 8, 2021, taking note that this development agreement will discharge and replace the development agreement recorded at the Registry of Deeds on April 9, 2010 as document 9561229.

...that PAC/HAC recommends that Council require that the development agreement with 3331814 Nova Scotia Limited be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

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

A completed application was received on September 1, 2021 from Chrystal Fuller from Brighter Community Planning & Consulting on behalf of the property owner Clark Wilkins. The application is to consider the development of:

- Two (2), four (4) storey, 56-unit apartment buildings;
- 122 parking spaces which include 80 underground parking spaces;
- up to 10,000 sq ft of commercial space on the ground floor of one building; and
- a minimum of 20,000 sq ft of outdoor amenity space.

A development agreement registered on the property in 2010 permitted two (2), four (4) storey residential buildings with a maximum of 66 residential units and ground floor commercial in one building to a maximum of 10,000 sq ft. The property owner has requested that development agreement be discharged as part of this application.

The subject lot is owned by 3331814 Nova Scotia Limited; Mr. Wilkins is the Director of that company.

DISCUSSION

The property is currently two separate vacant lots, PID 45055928 and 45055902, which are in the process of being subdivided/consolidated to end up with a lot configuration similar to the proposed parcel shown in Figures 1-3. The Development Officer has advised that the approximately 3 acre proposed subject lot will be known as PID 45055902.

The subject lot is located on O'Brien Street in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor. Mixed use, multiple unit buildings are not permitted as-of-right in the General Commercial (GC) or Highway Commercial (HC) zone.

The northern portion of the subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. 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 within the designated area of the subject lot.

Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building. The property owner is not proposing any of the buildings to be constructed on the Environmental Constraints area of the subject lot, however if they were the buildings would have to meet Section 27.0 of the WLUB. This is also outlined in Section 2.11 (c), *Environmental Study*, of the draft development agreement.

The subject lot is currently undergoing remediation due to previous contamination on the site. More information on site remediation can be found in the report entitled "Land Use By-law Map Amendment: 543 O'Brien Street, Windsor; PID 45055928" to the Windsor Area Advisory Committee dated October 1, 2020. The property owner will be required to provide the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" prior to a development permit being issued for the site. This is outlined in Section 2.10, *Site Remediation*, of the draft development agreement.

The subject lot directly abuts properties designated Commercial, Community Use, and Residential, and zoned General Commercial (GC), Highway Commercial (HC) and 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 approved by Council on February 23, 2010, and registered on the property on April 9, 2010. It was considered by Council using Policy 9.2.1 of the WMPS and permits two (2), four (4) storey buildings, a maximum of 66 residential units, and ground floor commercial in one building to a maximum of 10,000 sq ft. This development

was never constructed due to the site contamination limitations caused by the abutting property which was held in different ownership at the time. The property owner has requested that development agreement be discharged as part of this application.

Proposed Development Agreement

The applicant proposes to develop two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building. The site will have a minimum of 20,000 sq ft of outdoor amenity space. The permitted uses on the lot are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C).

The property owner is proposing a total of 122 parking spaces on the lot with 80 of those spaces being located underground, below each building, and six (6) parking spaces containing electric vehicle charging stations. The WLUB currently requires 1.5 parking spaces per dwelling unit at a size of 10 ft by 20 ft. Due to the location of the lot in the community of Windsor and proximity of the lot to surrounding services, staff determined that it would be appropriate to reduce the amount of required parking per dwelling unit. As outlined in Section 2.5, *Parking*, of the draft development agreement, parking will be required at one (1) space per dwelling unit and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses. The size of each parking space will be 9 ft x 20 ft.

Section 2.4, *Access and Egress*, of the draft development agreement outlines that the developer will be required to construct a 5 ft wide sidewalk from O'Brien Street to the building entrances. This will ensure pedestrian safety and promote active transportation use to surrounding services.

As per the draft development agreement the developer will be required to provide certain plans, studies and certifications to the Development Officer prior to a development permit being issued for the proposed uses. These include:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties as outlined in Section 2.9, *Site Drainage*;
- copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" as outlined in Section 2.10, *Remediation*;
- design plans of the water and sewer servicing connections and layout including location and connection design of the fire hydrant(s) as outlined in the 2.11 (b), *Water and Sewer Services*, and 2.12 (a), *Fire Safety*;

- an Environmental Study if any portion of the main buildings are intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law as outlined in Section 2.11 (c), *Environmental Study*.

These plans, studies and certifications will ensure the site is remediated to Nova Scotia Environment standards for the proposed uses, that the Fire Chief will be able to provide adequate fire protection, and that the stormwater will be managed on site to reduce the impact on surrounding properties.

The WLUB requirements for signs and lighting will be used to regulate signs and illumination on the subject lot, as outlined in Section 2.7, *Signs and Lighting*, of the draft development agreement. Waste collection will be provided privately by the developer (Section 2.11 (b)(i)) and outdoor storage will be prohibited in order to meet criteria 9.2.1 (i) (Section 2.15).

Section 3.3 of the draft development agreement outlines substantive matters of the development agreement. Substantive matters are any items that Council has determined that would significantly alter the intended effect of the development agreement if changed. If a request is received from the developer to change a substantive matter outlined in a development agreement, the request must go through the entire development agreement process including Public Hearing before Council prior to Council making a final decision on the proposed amendment. Staff have determined the following items in this draft development agreement are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
- (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
- (d) the fire safety requirements listed in Section 2.12, *Fire Safety*; and
- (e) the timelines for construction in Section 2.14, *Phasing*.

Other items such as engineered building design, accessible parking, elevators, sprinkler systems, and barrier free units will be required by the Manager of Building and Fire Inspection Services as per the National Building Code requirements. A full review of the building plans would be conducted when the property owner applies for development and building permits. These items are not listed in the draft development agreement as the National Building Code would take precedence over the development agreement as outlined in Section 5.1, *Compliance with other By-laws and Regulations*, in the draft development agreement.

Land Use By-law

Part 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:

- (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;”

Municipal Planning Strategy

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor. 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.

WHMPS Specific Criteria

Policy 9.2.1 establishes Council’s intention to consider entering into a development agreement to permit mixed use development by development agreement in the Commercial designation subject to specific criteria. These criteria are examined in detail in Attachment A. In summary, the criteria are met since:

- the proposed development consists of a combination of residential and commercial uses;
- the location of the proposed development does not adversely affect the existing pattern of development in the surrounding area or restrict existing commercial development patterns;
- adequate parking and safe pedestrian and vehicular access to the site is provided; and
- no outdoor storage is permitted.

WHMPS 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, and the Public Works Department have no major concerns which were not addressed in the draft development agreement.

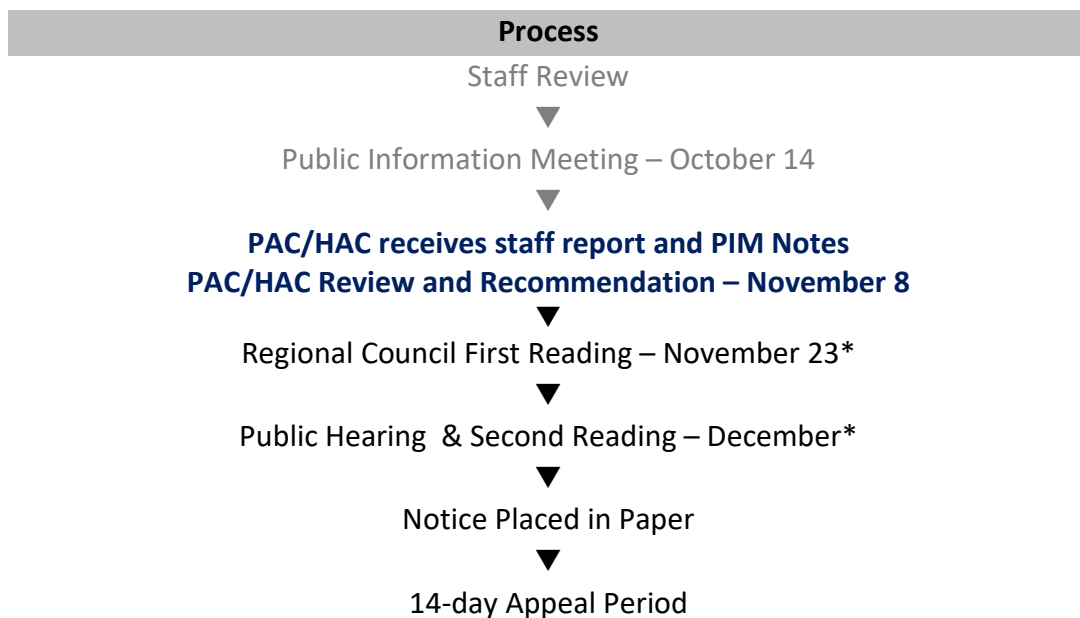
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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 will experience extensive flooding.

The Director of Public Works has requested that a stormwater management plan for the site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), *Site Drainage*, of the draft development agreement.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies and criteria of the WMPS and is consistent with the intent, objectives and policies of the WMPS. As a result, it is reasonable enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings which includes up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor.



*anticipated dates; final dates set by Council

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:

- recommend that Council hold First Reading and authorize a Public Hearing to approve the development agreement and discharge 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 Map Extract
Attachment A	Specific Criteria for Amendment
Attachment B	General Criteria for Amendment
Attachment C	Draft Development Agreement
Attachment D	Public Information Meeting Notes

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract

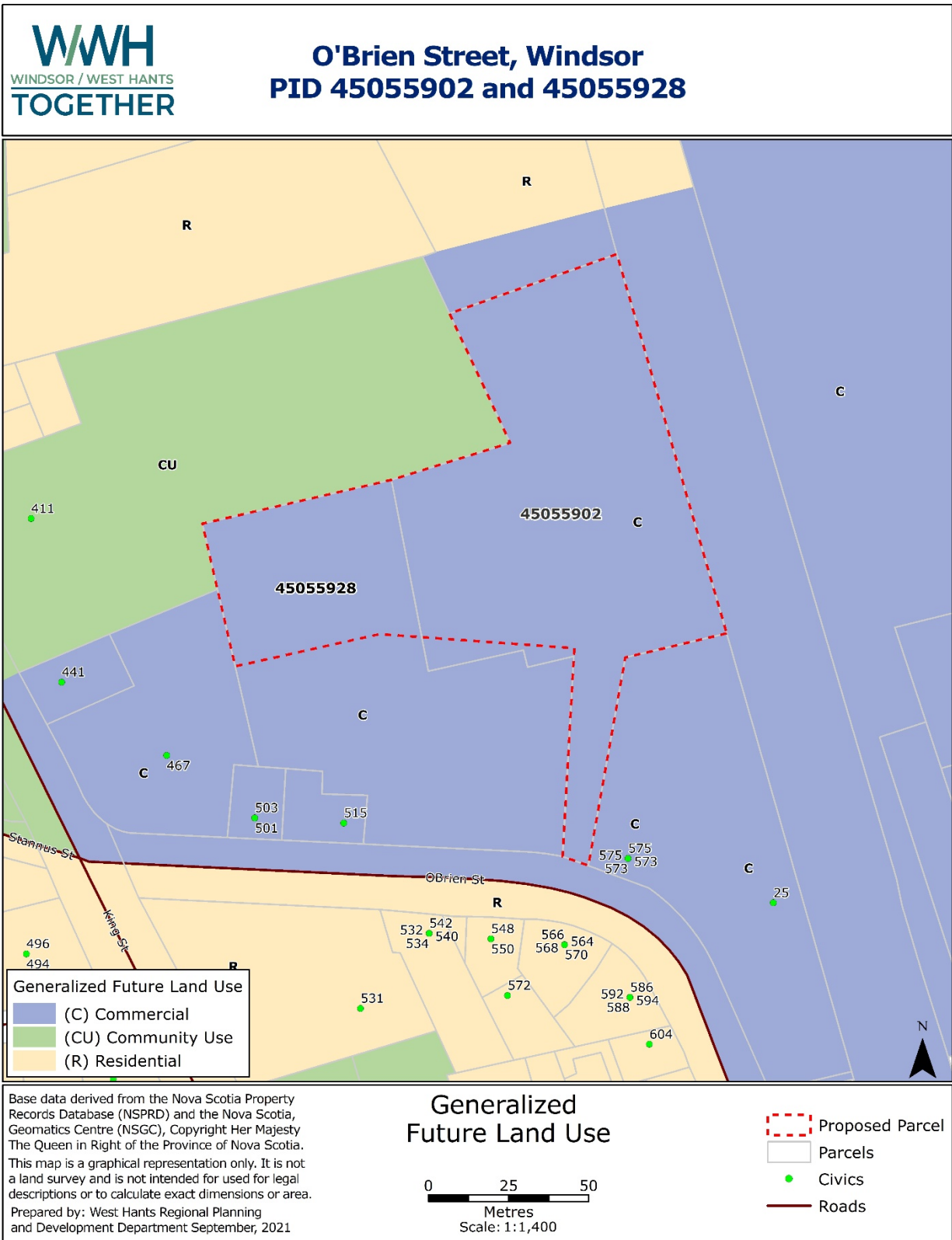


Figure 2
Windsor Zoning Map Extract

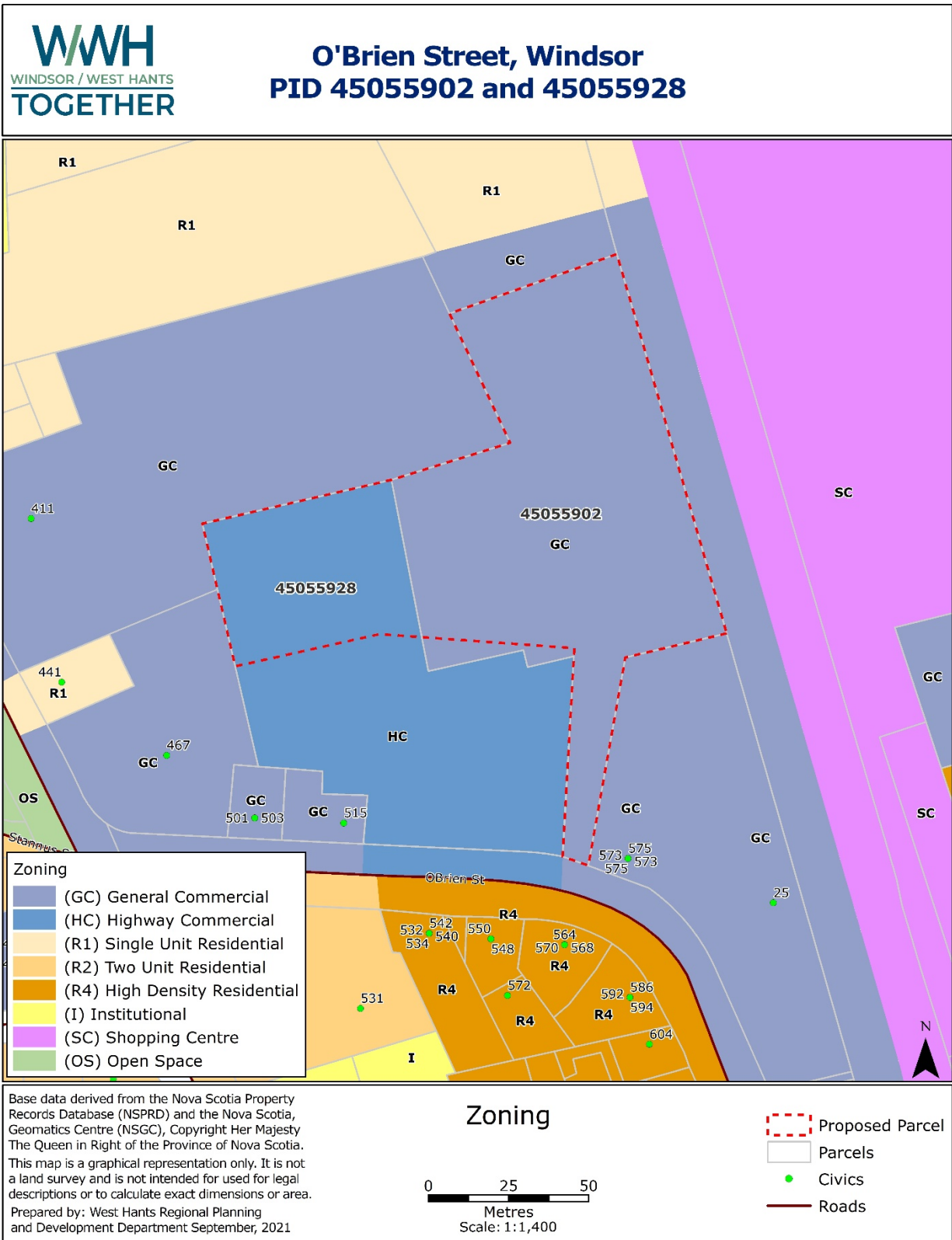
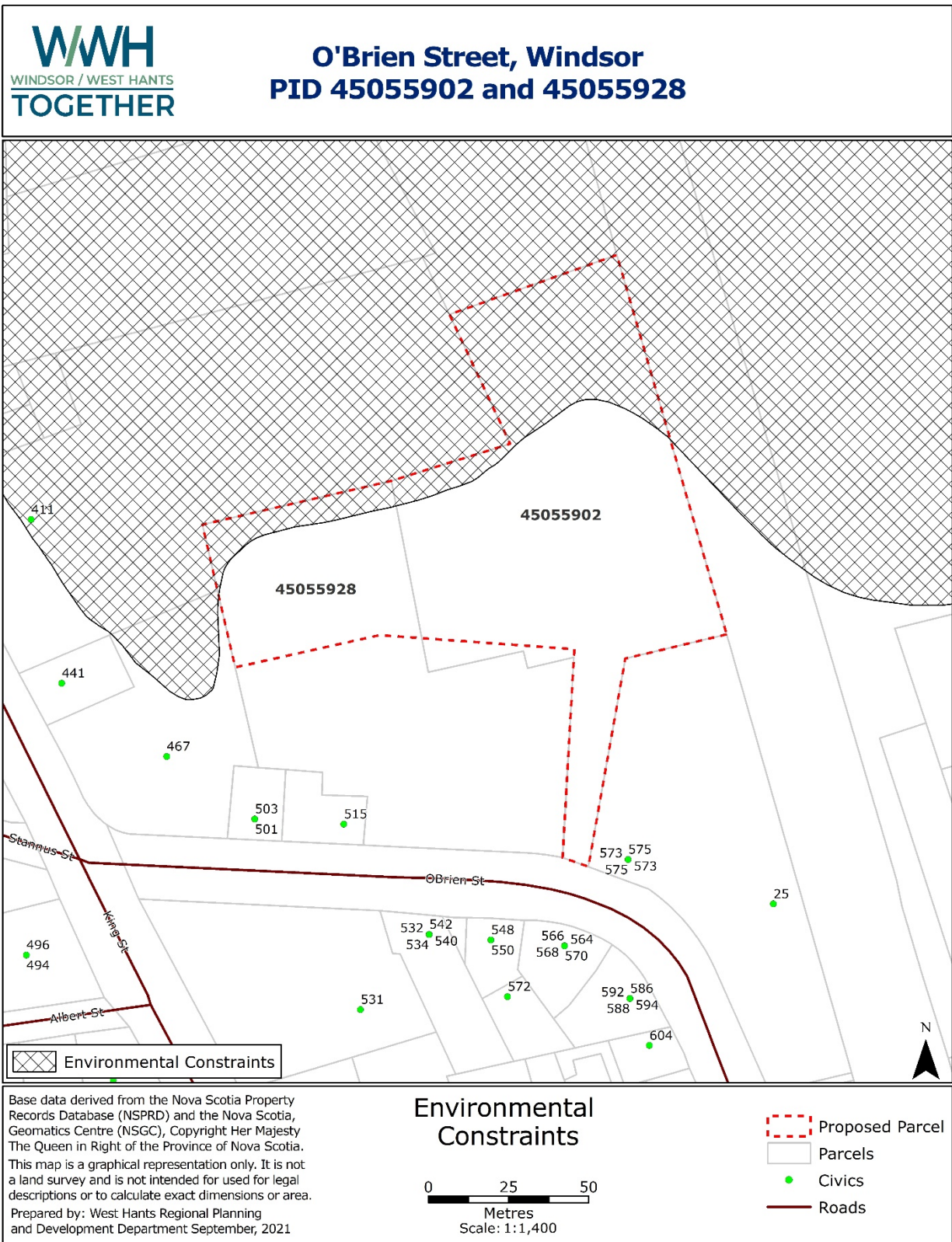


Figure 3
Windsor Environmental Constraints Extract



Attachment A
Specific Criteria for Amendment

Policy 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 combination of residential and commercial uses which include two (2), four (4) storey, 56-unit apartment buildings with up to 10,000 sq ft of commercial space on the ground floor of one building.
<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>	The applicant is proposing the apartment buildings to: • be four storeys in height with underground parking, • have a flat roof or minimal pitched roof, • be constructed of concrete, • have defined main entry ways, and • have balconies for all apartments. The property owner is proposing four storey buildings which are not common in Windsor. The frontage of the subject lot on O'Brien Street is only wide enough to provide driveway access to the lot, therefore the buildings will be set back at least 150 ft. from O'Brien Street which will reduce the visual impact of the four storey buildings from the street and surrounding properties. The existing built form and character of the surrounding area is varied as the area consists of commercial and residential uses. The residential uses surrounding the property range from two storey single unit dwellings to small scale two and one-half storey apartment buildings. The residential buildings have wood

	or vinyl siding, relatively flat or pitched roofs and rectangular shaped windows. The commercial uses are one or two storey buildings, constructed of brick or concrete, with a defined main entry way and limited windows. Due to the varied nature of the surrounding development and the fact that the subject lot is not located within an architectural control district, staff have not written any aesthetic design requirements into the development agreement.
<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>	Not applicable as the subject lot is currently vacant.
<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 subject lot is not located in an Architectural Control District.
<i>(c) the density and scale of the development are compatible with the surrounding area;</i>	The property owner is proposing a total of 112 units on an approximately 3 acre lot; a density of about 37 units per acre. With an average household size of two (2) people per unit as noted in the 2016 census from Statistics Canada, this development would provide housing for an additional 224 people in Windsor, or approximately 75 people per acre.

	If the High Density Residential (R-4) zone is used as a guide, a density of 28 units per acre would be permitted on the subject lot. This would equate to approximately 56 people per acre. However, the High Density Residential (R-4) zone is limited to three storeys in height. With this proposal being for two, four storey buildings, the additional storey on each building increases the number of units and the density on the subject lot. As the building will be set back at least 150 ft. from O'Brien Street and the application is being considered by development agreement and does not have to meet the High Density Residential (R-4) zone requirements, staff feel that the fourth storey which increases the density of the subject lot and increases the housing stock for the community of Windsor would be compatible with the surrounding area.
<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 location of the proposed development is not anticipated to adversely affect or restrict the existing pattern of development. Almost all of the abutting lots are already developed as commercial or residential uses. The subject lot is designated Commercial however has very limited street frontage which would not necessarily be conducive to a commercial use.
<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 no light industrial uses are being proposed.
<i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i>	The applicant is proposing to provide a minimum of 20,000 sq ft of recreational space and a balcony for each apartment unit.

	If the High Density Residential (R-4) requirements are used as a guide they would be required to provide 27,140 sq ft of recreational space based on the number and size of units being proposed. This property is within walking distance to several parks and community amenity spaces therefore staff consider the proposed amenity space being provided for this development to be adequate.
<i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i>	Under the current Windsor Land Use By-law, 1.5 parking spaces are required per residential unit and 1 parking space is required for every 300 sq ft of commercial floor area. As outlined in Section 2.5, <i>Parking</i>, of the draft development agreement, the developer will be required to provide a minimum of one (1) parking space per dwelling unit and a minimum of one (1) parking space for every 300 sq ft of gross floor area dedicated to commercial uses. The applicant is proposing a total of 122 parking spaces with 80 of those spaces being provided underground to reduce the impermeable surfaces and maximize green spaces on site. Staff feel that this number of parking spaces should be sufficient for the proposed uses based on the location and walkability of the subject lot. Section 2.4 (c), <i>Access and Egress</i>, of the draft development agreement ensures that the developer will construct a 5 ft (1.6m) wide sidewalk from O'Brien Street to the building entrances which would be suitable to ensure safe pedestrian movement on the site. The Manager of Operations has stated that they have no concerns with respect to safe pedestrian and vehicular access to the site.

<i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to access, parking, noise and hours of operation;</i>	There are two existing residential dwellings nearby which abut O'Brien Street and are designated Commercial. It is not anticipated that these properties will be affected by the proposed uses with respect to access, parking, noise, and hours of operation. The access to the property will be from O'Brien Street. The property owner is proposing that the majority of the parking for the lot will be located underground. The anticipated noise will be minimized through minimum setback requirements. The hours of operation were not limited in the draft development agreement as the proposed types and size of commercial floor area are limited in the development agreement.
<i>(i) no outdoor storage is permitted;</i>	Section 2.15, <i>Outdoor Storage</i>, of the draft development agreement prohibits outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale.
<i>(j) any other matter which may be addressed by development agreement; and</i>	All other matters are addressed elsewhere in this report.
<i>(k) the provisions of Policy 16.3.1.</i>	Please see Attachment B for further details.

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 Manager of Wastewater Treatment and Manager of Water Treatment confirmed that the lot has access to water and sewer services and that they do not foresee any issues with the adequacy of either service for the proposed uses. The Manager of Wastewater Treatment stated “There will be no issue with this added wastewater service addition. The most current AWWA standards shows an average of 2.5 people per household with a wastewater usage of 310 liters per person. This proposed apartment unit(s) would be an additional 87 cubic meters/day. Peak wet weather flow at the facility can see 18,545 cubic meters of wastewater pass through the facility. In 2020 the facility processed 1972 cubic meters of wastewater per day on average. Our wastewater collection and treatment systems can handle the additional capacities associated with this proposed apartment project.” The Manager of Water Treatment stated “I see no problem with the addition of 112 units to the Windsor / Three Mile Plains water distribution system. Based on the AWWA standards of 2.5 people per household with an average daily usage of 415L/Day/Person, this would be an additional 116.2m3/Day demand on the Water Treatment Plant / distribution system. The WTP is currently running at

	roughly 50% capacity so the effects from the additional demand would be minimal.”
<i>(ii) the adequacy of school facilities;</i>	The Director of Operations for the Annapolis Valley Regional Centre for Education stated they do not believe the proposal is inappropriate or premature in terms of the adequacy of school facilities.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services noted that the buildings will require sprinkler systems as per the National Building Code requirements. The Windsor Fire Chief has stated that Section 2.12, <i>Fire Safety</i>, of the draft development agreement is sufficient to meet fire protection of the site.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	O’Brien Street is an arterial road as shown on the Transportation Map (Map 2) of the Windsor Municipal Planning Strategy. The definition in the Windsor Land Use By-law of an arterial street is “a street designed to move large volumes of vehicular traffic between major centres”. The Manager of Operations has stated that “no major infrastructure improvement will be needed to support the development. The driveway is sufficient.” They also stated they have no concerns about the impact of the development with respect to the adequacy of road networks adjacent to or leading to the development.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.

<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	As noted in 16.3.1 (a) (iv), O'Brien Street would be suitable to handle the anticipated traffic associated with the proposed development. A rail line abuts the subject lot to the east however it is not currently active. There are sidewalks along both sides of O'Brien Street along the frontage of the subject lot. Section 2.4 (c), <i>Access and Egress</i>, of the draft development agreement ensures that the developer will construct a 5 ft (1.6m) wide sidewalk from O'Brien Street to the building entrances which would be suitable to ensure safe pedestrian movement on the site. The Manager of Operations has stated that they have no concerns with respect to the suitability with any respect to the movement of auto and pedestrian traffic.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer commented that "The applicant has applied to subdivide/consolidate the lots to accommodate the proposed development. The new lot will be approximately 3 acres in size. The lot is a sufficient size to accommodate the proposed development."
<i>(d) the pattern of development which the proposal might create;</i>	The proposed development is not anticipated to create or change the pattern of development in the area. Almost all of the abutting lots are already developed as commercial or residential uses.
<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. There are no watercourses, marshes or bogs identified on the mapping for the site. The northern portion of the lot is within the Environmental Constraints area (Figure 3) and located within the Tregothic Marsh. Any new buildings proposed on that portion of the site

	would be required to meet Section 27.0 of the Windsor Land Use By-law. This is also outlined in Section 2.11 (c), <i>Environmental Study</i>, of the draft development agreement. The Director of Public Works has requested that a stormwater management plan for the site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), <i>Site Drainage</i>, of the draft development agreement. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
<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>	The property owner is working to ensure the remediation of the site meets the Department of Environment's requirements for the proposed uses. As per Section 2.10, <i>Site Remediation</i>, of the draft development agreement the property owner will have to provide the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirm that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" prior to development permits being issued. 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.

**Attachment C
Draft Development Agreement**



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

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 -

3331814 NOVA SCOTIA LIMITED, a body corporate, with a head office at 424 Caldwell Road, Dartmouth, in the County of Halifax, 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 on O’Brien Street, PID 45055902, 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 Municipal Planning Strategy and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Land Use By-law with a portion of the lot in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings including up to 10,000 sq ft of commercial space on the ground floor of one building on the Property (the “Development”); and

WHEREAS Policy 9.2.1 of the Municipal Planning Strategy and Section 6.1 (I) of the Land Use By-law enables Council to consider entering into a development agreement to allow mixed use development in the Commercial designation; and

WHEREAS the Council of the Municipality, at a meeting held on **month day, year** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) residential development consisting of a maximum of 112 dwelling units;

- (iii) underground parking for the uses within the buildings; and
- (iv) commercial uses located on the ground floor of Building “2” which shall be limited to:
 - (i) arts and craft studios including photography;
 - (ii) banks and financial institutions;
 - (iii) day care centres, licensed and non-licensed;
 - (iv) museums, art galleries and libraries;
 - (v) offices;
 - (vi) repair and rental establishments;
 - (vii) retail stores;
 - (viii) personal service shops;

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.

- (b) The total area devoted to commercial use on the Property shall not exceed 10,000 sq ft gross floor area.
- (c) No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods.
- (d) Prior to the construction of new buildings as shown on Schedule B attached hereto, all existing buildings shall be demolished, and the materials disposed of in accordance with the requirements established by qualified site professionals.

2.2 Development Location and Design

- (a) The development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided the side yards are not decreased.

2.3 Site Requirements

- (a) The multiple unit residential buildings shall conform to the following site requirements:

Minimum Front Yard	20 ft (6.1 m)
Minimum Rear Yard	20 ft (6.1 m)
Minimum Side Yard	20 ft (6.1 m)

Maximum Height of Main Building	4 storeys
Maximum Height of Accessory Building	15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

2.4 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) A 5 ft (1.6 m) wide sidewalk, constructed of concrete, asphalt, brick or other hard surface paver, shall be provided from O'Brien Street to the building entrances.

2.5 Parking

- (a) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses on the Property.
- (b) Parking may be provided either underground within the buildings or outside at grade.
- (c) Each parking space shall be a minimum of 9 by 20 feet (2.7 m by 6.1 m) exclusive of driveways and manoeuvring aisles.
- (d) Parking aisles shall be a minimum of 20 feet (6.1 m) wide.
- (e) Parking spaces and aisles shall be constructed of concrete, asphalt, brick or other hard surface paver.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Recreational Space

A minimum of 20,000 sq ft of private recreational space shall be provided on the Property as follows:

- (a) an individual balcony for each dwelling unit; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

2.7 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination and Signs*, which controls 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.

2.8 Maintenance

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.

2.9 Site Drainage

- (a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties.
- (b) The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.10 Site Remediation

No development permit shall be issued until the Owner provides to the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia".

2.11 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for private waste collection for the Property.
- (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) from an abutting property.

(b) Water and Sewer Services

The development must connect to Municipal water and sewer service. Detailed design plans of the water and sewer servicing connections and layout shall be in

accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(c) Environmental Study

If any portion of the main buildings shown on Schedule B of this Agreement is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.12 Fire Safety

- (a) No development permit shall be issued until the location and connection design of the fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.
- (b) All curbs shall be designed to be mountable by emergency services vehicles.
- (c) All fire lanes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the property by emergency services vehicles.

2.13 Variance

In accordance with Section 5.40 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

2.14 Phasing

- (a) In the event that the Owner chooses to build one building at a time, the following infrastructure required for that building:
 - (i) construction of the paved driveway access from O'Brien Street to the building including the circular driveway as shown on Schedule B;
 - (ii) construction of the sidewalk from O'Brien Street to the entrance of the building;

- (iii) construction of the parking lot, including paving, to the extent necessary to provide spaces as required by this agreement for the residential and commercial uses of the building.
- (b) Where the construction of the second building has not commenced within twelve (12) months of the completion of the first building, the area shown on Schedule B covered by the building that has not been constructed shall be graded and landscaped; this may include, grass, shrubs, trees or other appropriate vegetative cover.
- (c) Construction of the first building and all relevant infrastructure and landscaping as outlined in Section 2.14 (a) of this agreement shall be completed within three (3) years of the commencement of development outlined in Section 4.1 of this agreement.
- (d) Construction of the second building shall be completed within six (6) years of the commencement of development outlined in Section 4.1 of this agreement.

2.15 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale is 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*;
 - (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
 - (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
 - (d) the fire safety requirements listed in Section 2.12, *Fire Safety*.
 - (e) the timelines for construction in Section 2.14, *Phasing*.

- 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 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.
- 3.6** 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 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* 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.

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 By-laws 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 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 424 Caldwell Rd., Dartmouth, NS, CA B2V 1A6, 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, West Hants Regional Municipality, 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 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

In the presence of:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) **3331814 NOVA SCOTIA LIMITED**

)

)

)

Per: _____

) Clark Wilkins, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2022, 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. 2022, 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, **Clark Wilkins**, 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, Deanna Snair 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 _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair 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, Clark Wilkins, Nova Scotia, make oath and say that:

1. I am Clark Wilkins of 3331814 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.

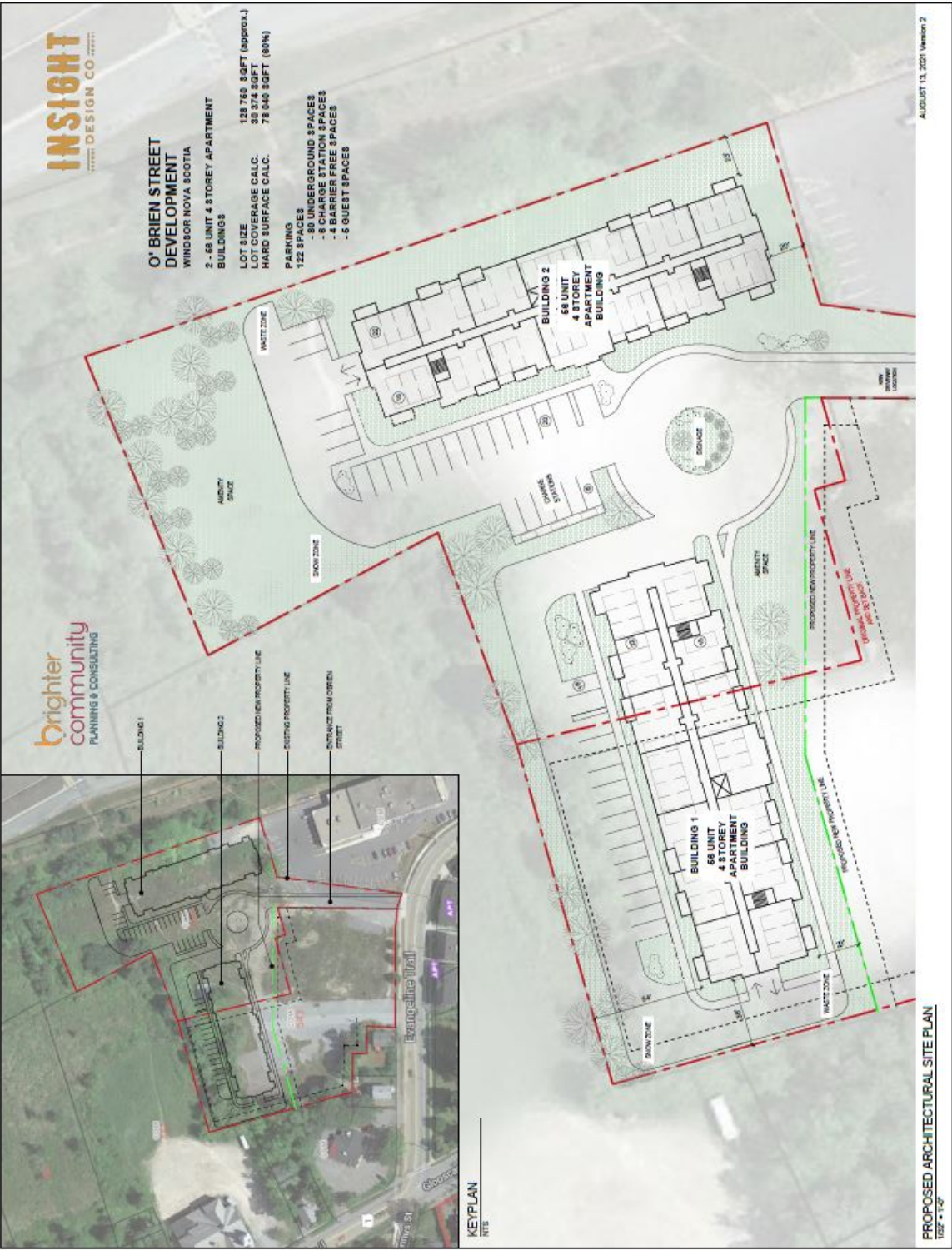
I certify that on this _____, 2022 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CLARK WILKINS, President

Schedule A
Legal Description – PID 45055902

Schedule B
Site Plan



Attachment D
Public Information Meeting Notes
October 14 – October 29, 2021
File 21-14
O'Brien St., Windsor PID 45055902

Meeting date and time	A virtual Public Information Meeting was held on October 14, 2021 beginning at 6:01 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Ivey (Chair) Five (5) members of staff: • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips Applicant: • Clark Wilkins, Property Owner / Applicant • Chrystal Fuller, Planning Consultant As this meeting was held virtually there were no members of the public present.
Applicant Clark Wilkins, Property Owner Chrystal Fuller, Brighter Community Planning & Consulting Property O'Brien St, Windsor, PID 45055902	Planner Poirier outlined the development agreement and discharge application to permit two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building. A formal presentation was not made by the applicant.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021. No written or verbal comments were received from the public.
Adjournment	The meeting was adjourned at 6:08 p.m.

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)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
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

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>
Olena	Kharytonova	2021-05-15	2021-05-25 Council
Pat	Porter	2021-05-12	2021-05-25 Council
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
Karen	Beazley	2021-07-06	2021-07-13 COTW

Avon River Causeway Correspondence

(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

[illegible]

From: [Mark Phillips](#)
To: [Deanna Snair](#); [Shelleena Thornton](#); [Kathy Kehoe](#); [Kathy Johnston](#); [Bekah Craik](#); [Sara Poirier](#)
Subject: FW: NSLC For the Good of Our Community Fund - Accepting Applications
Date: Wednesday, November 17, 2021 4:46:05 PM
Attachments: [image712723.png](#)

From: Marley MacDonald <Marley.MacDonald@mynslc.com>
Date: Wednesday, November 17, 2021 at 1:25 PM
To: Marley MacDonald <Marley.MacDonald@mynslc.com>
Subject: NSLC For the Good of Our Community Fund - Accepting Applications

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Dear Community Partner,

I am pleased to be reaching out to you today to announce a new funding opportunity available for charity and non-profit organizations in Nova Scotia through the NSLC's [For the Good of Our Community](#) program.

It is important to us that our partnerships demonstrate a shared purpose to come together for the good of Nova Scotia, working to improve the quality of life and wellbeing for everyone within the communities where we live and work. Together, with our supplier partners, we have established the [For the Good of Our Community Fund](#) that will provide financial support to organizations who share our commitment of building healthy and sustainable communities across Nova Scotia.

One-time grants of **up to \$20,000** will be awarded to selected charitable or non-profit organizations in early 2022. Applications for the fund will be accepted between **November 17, 2021, and January 5, 2021**, and will be reviewed by the NSLC's Employee Community Advisory Committee.

Recipients will be selected based on the following:

- Project or program alignment with one or more of the NSLC's [community investment focus areas](#)
- Organizations who are working to address critical community need
- Organizations who are working on projects and initiatives that promote inclusivity and provide strong benefits to Black, Indigenous, People of Colour, or other traditionally marginalized groups
- Opportunity for provincial reach or impact

Please [visit our website](#) for more information and to review the full eligibility criteria and application form.

We are asking for your support to help bring awareness to this new opportunity. Please feel free to share this communication with your community networks and other interested parties.

If you require accessibility or translation support to complete your application, or if you have general questions, please email Laura.MacKinnon@mynslc.com or call 902-450-5959.

Sincerely,

Marley MacDonald



Marley MacDonald
Sponsorships and Community Engagement
Manager
T: 902-450-5892
M: 782-640-0907
93 Chain Lake Drive, Halifax, NS B3S 1A3
  

Notice: This communication, including any attachments, is highly confidential. It is intended only for the person or persons to whom it is addressed. If you have received this email in error, please notify the sender by email or telephone at the expense of the NSLC.

November 16, 2021

Shirley Pineo
President
West Hants Historical Society
281 King Street, Windsor, NS B0N 2T0

Mayor and Councillors of West Hants Council
Chair and Members of West Hants Planning Committee
76 Morison Dr, Windsor, NS B0N 2T0

Dear Mayor, Councillors and Planning Committee Members:

Thank you for considering this letter in the request by Council for development proposals regarding two municipal plots, PIDs 45059797 and 45059805, which abut the western edge of the Fort Edward National Historic Site in Windsor, West Hants, Nova Scotia.

Importance of Fort Edward

101 years ago, in 1920, Parks Canada declared Fort Edward a National Historic Site because of its role in the struggle for predominance in North America from 1750 to the war of 1812. However, the Fort and its location have importance much beyond its above noted role.

Fort Edward is intertwined in every major occurrence and the day-to-day life of our region since before recorded history. For centuries, the Mi'kmaq people knew this place as an ideal area for hunting and fishing. In the 1600s, the Acadians had a chapel on the grounds that became Fort Edward in 1770. Shortly thereafter, in 1755, over 1,000 Acadians were wrongfully deported from the region and an influx of American Planters ensued.

The longest running agricultural fair in North America began over 250 years ago at Fort Edward, and during World War I, the first Prime Minister of the State of Israel trained for military service at the Fort. Today, the sole remaining built structure of Fort Edward is its blockhouse, prefabricated defense post that is now oldest and longest serving structure of its kind in North America.

Fort Edward National Historic Site is a landmark like none other, having borne witness to and played a crucial role in our collective histories, reminding us of who we are and how far we have come as a community.

West Hants Historical Society

Since the late 1990s, Parks Canada has contracted the West Hants Historical Society to facilitate the visitor experience offered at Fort Edward and contribute valuable input in the overall management of the Site. For its part, Parks Canada oversees the strategic operations of Fort Edward in context to the Fort's relationship with other Parks Canada historic sites throughout Southwest Nova Scotia.

There have been many discussions over the years as to how Fort Edward should be enhanced as a tourism destination, a recreation space, a learning tool to convey historic perspectives and potentially as a contributor to the local economy. The strict archaeological constraints of the Site itself, however, restrict development to take place, meaning that any sort of building or structure to support the Site would need to be placed off the Site on adjacent land not currently managed by Parks Canada.

When Windsor's Centennial Pool (PID 45059805) was decommissioned in 2006 it represented the first opportunity for the Society since entering its contract with Parks Canada to expand the Site's offering beyond its designated borders. Discussions were held with Town staff regarding use of pool's

administration building so Site visitors and staff could access the public washrooms, with the remaining space used for artifact displays and minor retail, however, access was not granted.

Later, in 2010, the West Hants Historical Society formally requested Windsor Town Council to entertain development propositions for the above-named properties adjacent to the Fort Edward Site only if the developments were to be sensitive to and supportive of the Historic Site. The request was in response to an expression of interest submitted to Council from a developer proposing high value residential units that would be available for young professionals to rent. After the Society's request, the residential development proposal did not proceed.

In 2016, Parks Canada released its [10-year National Historic Sites of Southwest Nova Scotia Management Plan](#). This document provides a wealth of data in which to aid Parks Canada and stakeholder communities throughout the region to effectively leverage important sites like Fort Edward as destinations at which community members and visitors alike can learn, connect, reconcile, build bonds, share histories, tell our stories, and bridge our differences toward creating a society that is more aware, inclusive, and productive.

As local custodians of the Fort Edward Site, and on behalf of members of the Society, stakeholder groups and area residents who wish to see the Fort Edward National Historic Site play a more relevant role in education, economic development, and facilitating reconciliation within our community, the **West Hants Historical Society proposes to lead a multi-stakeholder, collaborative plan to provide a built structure on the surplus parcels (PID #s 45059797 and 45059805).**

Based on feedback we have received from visitors and community members alike dating back several years, along with initial interest of involvement from stakeholder groups we have approached thus far, we are confident we can deliver to Council a progressive development plan to create a built structure that adds economic value and diverse interest to the existing Site as well as provides a designated space for visitors and community members to gather, learn, enjoy, and reflect.

We therefore request the Municipality of West Hants to **grant the West Hants Historical Society priority consideration for a period of nine months so the Society, its partners, and community stakeholder representatives may collaborate on a multi-use, built project plan toward creating a centre that provides for historical and cultural interpretation, commerce, amenities, and public gatherings upon PID plots 45059797 and 45059805.**

Signed respectfully,

Shirley Pineo
President
West Hants Historical Society

c.c.

- Kody Blois, MP for Kings Hants
- Melissa Sheehy Richard, MLA for Hants West
- Glooscap Ventures, Glooscap First Nations
- Ted Dolan,, Superintendent, Parks Canada
- Sharmay Beals-Wentzell, Coordinator, West Hants Historical Society Diversity Committee
- Sara Beanlands, Historian, Royal Nova Scotia Historical Society
- Jonathan Fowler, Archeologist, Archaeology in Acadie
- Adrienne Wood and Ashley Wood, Chairs, Windsor Township Business Association
- Lisa Hines, Manager, Windsor Agricultural Society
- 84th Regiment of Foot
- WHHS Facebook page



November 8, 2021

Dear Honourable Kim Masland
Minister of Public Works

Department of Public Works
2nd Floor, Johnston Building
1672 Granville Street
P.O Box 186
Halifax, NS
B3J 2M2
publicworksminister@novascotia.ca

RE: The removal of the old bridge footings and remnants.

Please accept the following letter on behalf of the West Hants Regional Municipality Council addressing safety concerns for the residents of the West Hants Regional Municipality relating to the old automobile bridge footings and bridge remnants that currently remain in place and were once used to connect the communities of Windsor and Falmouth in West Hants, Nova Scotia.

These same footings and bridge remnants have remained in place since the construction of the new bridge in 1983. There has always been a safety hazard and risk associated with this issue for any resident who utilized the lake system. These risks and concerns have only become more evident and increased with the reduced levels of the water in Lake Pisiquid. In addition to the safety hazards and risks these remnants and footings have become an eye sore for the communities of both Windsor and Falmouth and residents that travel this area daily.

With the decreased water levels in the lake, it would be an opportune time to further explore the options and establish a removal plan for the old bridge footings and remnants.

At the 2021-10-28 Council meeting a motion was made **"to direct the CAO to write MLA, Minister of Public Works with the province of Nova Scotia to facilitate the removal of the old automobile bridge footings and remnants that have remained with hazard and risk to residents using the lake since the new bridge installation in 1983"**

We trust that your decision concerning the safety and wellbeing of the residents who live in the vicinity of this area as well as use this area is of the highest priority.

West Hants Regional Municipality thanks you for your attention to this matter and looks forward to collectively working with the province to facilitate the removal of these obstacles and achieving this goal in a timely manner.

We appreciate your support.

Respectfully,

A handwritten signature in dark ink, appearing to be 'A. Zebian', with a long horizontal line extending to the right.

Abraham Zebian, Mayor

CC: WHRM Council and Mark Philips, Chief Administrative Officer
Honourable Melissa Sheehy-Richard



November 16, 2021

Dear Honourable Greg Morrow
Minister of Agriculture

Department of Agriculture
6th (Suite 605), WTCC
1800 Argyle Street
P.O Box 2223
Halifax, NS
B3J 23C4
MIN_DAG@novascotia.ca

RE: The Avon River and Addition of Tidal Water

Please accept the following letter on behalf of the West Hants Regional Municipality Council addressing concerns for the businesses and residents in the Windsor and Falmouth areas of the West Hants Regional Municipality relating to the dust storms that have recently occurred due to the dry lakebed in what is known as Lake Pisiquid.

Significant health, safety and financial impacts are being felt by the residents within both the communities of Windsor and Falmouth who live along the area of the lakebed. Specifically, these impacts are felt by the local business owners in the downtown core of Windsor and on the outskirts of Falmouth, as well as the passing public who work, shop and use this area as recreation. The combination of both the dry lakebed and increased windstorms result in the areas being covered in a layer of dust. With this recent development come other health and safety concerns related to lower visibility and respiratory concerns for the residents, business owners and visitors to our area.

At the 2021-09-28 Council meeting a motion was made **"to direct the CAO to inquire with the Department of Agriculture and its staff who manage the gate operations at the Windsor Causeway on the Avon River, to determine the volume of additional tidal water that can be safely added to the former lake bed without affecting the fresh water users further up the river and this would be for the purpose of creating the appearance of a tidal lake-like condition as well as serving to bring an end to**

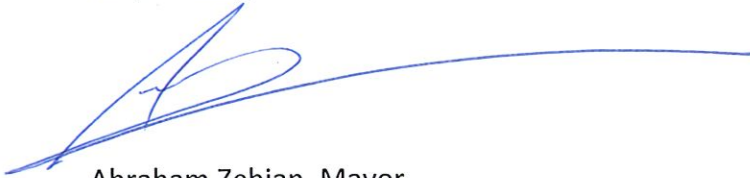
the continual dust storms which continue to wreak havoc upon the lives of citizens and livelihood of the businesses in Falmouth and Windsor in West Hants”

With the direction given by Council we trust that the attention and direction required to mitigate this concern will be given to the staff who operate the gates at the Avon River Causeway to determine what volume of additional tidal water that can be safely added to the former lakebed without affecting the freshwater users further up the river and in addition give the appearance of a tidal lake like condition and as serve an end to the recent dust storms.

West Hants Regional Municipality thanks you for your attention to this matter.

We appreciate your support.

Respectfully,

A handwritten signature in blue ink, appearing to be 'Abraham Zebian', with a long horizontal flourish extending to the right.

Abraham Zebian, Mayor

ds/az

CC: Honourable Kody Blois, Member of Parliament
Honourable Melissa Sheehy-Richard, MLA
Honourable Tim Halman, Minister of Environment
WHRM Council and Mark Philips, Chief Administrative Officer



West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: WHRM Council

Submitted by:

Todd Richard

Date: November 23, 2021

Subject: Prequalified Engineering & Design Consultants

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 approve the award of tender WWHPW20-07 and reconfirm the standing offer contracts for prequalified engineering and design services for the period of three years to the following consultants:

- ***CBCL Limited***
- ***Dillon / DesignPoint***
- ***EXP***
- ***WSP***

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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Public Works requested proposals to prequalify up to four engineering firms for the provision of engineering and design services under standing offer agreements. Proponents would be prequalified based on the scope of services described in the request for proposal WWHPW20-07 for a three-year period to provide professional services in support of the municipality's ongoing operational and capital improvement programs. This agreement also has an option to extend the arrangement for an additional twelve (12) months. Staff will review the standing offer in 2023 for possible re-tendering of services and or extending to 2024.

DISCUSSION

Having consulting firms familiar with the municipality's infrastructure and operating systems is invaluable and saves a great deal of time and effort on both staff and consultants resources. By having four firms pre-qualified it will streamline the past practice and allow an efficient and effective process. Work will generally be distributed on a rotational or "best fit" basis.

Request for pricing and proposal was to provide the following:

Advisory and Specialist Services	• General consultation and advice • Feasibility and technical reports, such as storm water management plans, pollution abatement studies, transportation studies, and other studies related to municipal operations • Subdivision development reviews, pertaining to road, sewer, storm water and water designs • Technical research and investigation • Environmental investigations, including: ◦ receiving water assessments ◦ archaeological impact assessments ◦ environmental audits ◦ geotechnical studies and investigations ◦ facility audits, including air quality monitoring ◦ operational audits for water and wastewater systems ◦ preliminary inspection, testing, data analysis and interpretation, including groundwater monitoring
Design Services	• Pre-design and design briefs • Development of design alternatives and subsequent evaluation and recommendations • Liaison with regulatory agencies • Preparation of detailed engineering drawings • Preparation of contract documents, including tenders and pre-purchasing/pre-qualification documents

	• Preparation of technical specifications • Preparation of capital and operating cost estimates
Construction Engineering Services	• Contract administration and resident inspection • Tender call services, including: ◦ preparation of tender/bid documents ◦ evaluation/compliance determination of bids and subsequent recommendation regarding award (legal costs associated with the recommendation to be absorbed by the consultant) ◦ conducting tender calls and issuing addenda as required • Assisting in obtaining regulatory approvals • Site inspection and compliance monitoring, including final start-up and commissioning of facilities • Maintaining quality assurance programs, including monitoring and approving test procedures • On-site liaison with project stakeholders, public, regulatory agencies, Council, etc. • Contract administration, including review of insurance, contract security, warranties and other requirements for compliance with contract documents • Shop drawing review • Services related to the work in progress, including: ◦ recording contractors' progress and maintaining project logs and other records ◦ construction meetings and record of minutes ◦ monitoring construction methods and techniques ◦ recording details of construction and preparation of record drawings • Reviewing and approving certificates related to payment and completion • Substantial and total completion inspections including preparation of deficiency lists and approving corrections • Monitoring of contract warranties • Negotiations and recommendations relating to change orders
Post-Construction Services	• Scheduling and monitoring commissioning of facilities • Preparation of O&M Manuals • Operator training and consultation after completion • Submission of record drawings in a digital format. Record drawings are to be submitted electronically in AutoCAD and ASCII formats (in NS grid coordinates), including horizontal and vertical conditions of all pieces of new infrastructure and reference monuments used • Record drawings are to be submitted within four (4) months of substantial completion of the project

On April 8, 2020 staff issued a Request for Proposal (RFP) for these services, closing on April 30, 2020. The call for proposals resulted in fifteen (15) proposals being submitted for evaluation. The proposals were evaluated for corporate background, technical ability, project team and quality of proposal submission.

The fifteen bids received included:

- 3332892 Nova Scotia Limited

- ABLE Engineering Services Inc.
- CBCL Limited
- Dillon Consulting / DesignPoint Engineering & Surveying
- DSRA Architecture Inc.
- Eastpoint
- Englobe Corp.
- EXP
- Fundy Engineering & Consulting Ltd.
- GHD
- Hatch
- RWDI
- Stantec
- Tate Engineering Inc.
- WSP

Four staff members reviewed all proposals and rated them independently based on the rating criteria outlined in the RFP document. After totaling and averaging the scores the top four rated proposals:

- CBCL Limited
- Dillon Consulting / DesignPoint Engineering & Surveying
- exp
- WSP

These four consultants have been utilized by West Hants Regional Municipality for engineering and design services since May 2020, however it is recognized that WHRM Council has not formally acknowledged these standing offer contracts. Standing offers for CBCL and Design Point were approved under a separate Council motion to March 31, 2021.

NEXT STEPS

Staff will award formal standing offer agreement contracts for engineering and design services in accordance with their proposals.

FINANCIAL IMPLICATIONS

As these are only standing offer agreements, there is no direct financial implication with their awarding these contracts. Individual projects are quoted and follow the Procurement and Tendering Policy for approval.

ALTERNATIVES

1. Council may choose to recommend alternative consultants for consideration.

ATTACHMENTS

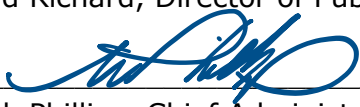
None

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation based on the rationale provided within the report.

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



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: _____
Alex Dunphy, Planner

Date: November 23rd, 2021

Subject: MCCAP Recommendation - GHG Reductions Coordinator

LEGISLATIVE AUTHORITY

Council Resolution to Join the FCM-ICLEI (Local Governments for Sustainability) Partners for Climate Protection Program on September 11, 2018.

RECOMMENDATION

...that Council direct staff to submit an application for funding to Eco Canada to hire a greenhouse gas emissions reduction coordinator on a 1-year contract, utilizing the remaining MCCAP budget for 2021-22.

BACKGROUND

Property ☐	Public Opinion ☐	Environment X	Social ☐	Economic ☐	Councillor Activity ☐
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Staff have identified the need for additional staff capacity to complete tasks in outlined in the MCCAP Committee workplan and local action plan. As part of the GHG Emission Local Action Plan, Action 4.3 proposes hiring a dedicated staff member to direct the implementation of the Action Plan and act as a 'point person' for all communications regarding the Action Plan.

Staff held discussions with each Department and reviewed potential funding opportunities to mitigate any concerns regarding the cost of hiring an additional staff member. Overall,

feedback for the hiring of an additional staff member was positive and the only concern was the acquisition of funding.

DISCUSSION

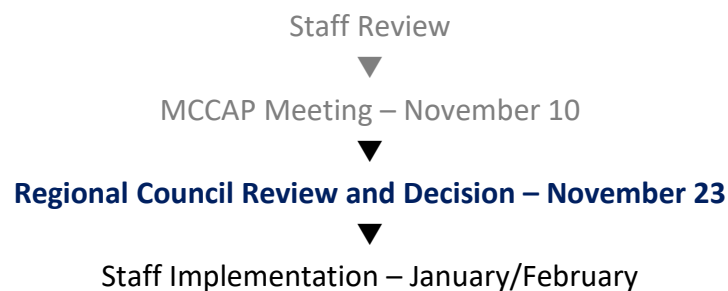
On November 10, 2021 the MCCAP Committee recommended that staff pursue funding to hire a GHG Reductions Coordinator on a 1-year contract, utilizing the remaining MCCAP budget for 2021-22, to direct the implementation of the GHG Emission Local Action Plan.

To be eligible for funding through Eco Canada the position would have to be offered to an individual under the age of 30, who is a Canadian citizen, permanent resident, or holds refugee status in Canada. The individual must also have a post-secondary education in a relevant field and must not be an existing full-time permanent employee.

NEXT STEPS

Process

The process for this file is as follows:



Timeline

If Council recommends that staff pursue funding to hire a new staff member, the funding application to Eco Canada would likely be sent in January or February of 2022. The reason for this delay is that a representative from Eco Canada explained that their timeline for review and approval is 10 business days, then the Municipality would have 30 days to secure a candidate. From the day the application is submitted, staff only have approximately a month and a half to advertise, interview, and select a candidate. Staff have determined that hiring in December would not yield the best results. Staff instead suggest submitting the application in the new year to better accommodate availability and graduation timing.

FINANCIAL IMPLICATIONS

Funding Availability

Staff have identified two internships with Eco Canada that would both provide up to 80% of the funding for wages paid during a 12-month internship. The Science and Technology Internship is

intended for a position in the Natural Resources Sector and the Science Horizons Youth Internship is intended for a position in the Environmental Sector with a STEM focus.

An initial query has been made and the Municipality is eligible based on preliminary criteria.

Hiring and Project Budgeting

This fiscal year, \$10,000 was budgeted to a "student salary" for the MCCAP Committee to hire a summer student. A summer student, Jessica Pitman, was hired through the Clean Foundation at a 50% cost share. This position cost the Municipality \$5,222.64, leaving a remainder of \$4,778 in the student salary budget for MCCAP. There is also \$2,500 remaining in the current MCCAP budget, leaving a total of \$7,278 available funding. If Council approves this motion, this funding should be carried forward and ear-marked to fund the full 12-month position during the 2022-23 budget deliberations.

It is likely that the remaining MCCAP budget will be sufficient to fund the entire position, however further information from the Finance department is required to determine the specific cost to the Municipality.

Future budget deliberations may also consider converting the term position into a full-time staff position to ensure the Municipality is able to reach its goal of a 45% reduction in both corporate and community emissions by 2030.

ALTERNATIVES

In response to the application, Council may decide to:

- direct staff to prepare an application to Eco Canada for funding; or
- provide alternative direction such as requesting further information on a specific topic

APPENDICIES

Appendix A GHG Emission Local Action Plan: GHG Reductions Coordinator Staff Report

CHIEF ADMINISTRATIVE OFFICER REVIEW

I concur with the points made in the report regarding the MCCAP goals and the need for staff dedication in order for the goals to be carried out. Environmental Stewardship and the various Tasks within the Annual Strategic Plan for the Region align with the work of the MCCAP Committee. There are goals within the MCCAP Plan that will both be incorporated into the responsibilities of existing staff and departments and other items that will require a dedicated person to ensure the goals are met. The recommendation recognizes the pending support from outside funding through a grant, which could provide up to 80% of the cost of the staff addition.

I support the recommendation.

Report Prepared by: _____
Alex Dunphy, Planner

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A – GHG Emission Local Action Plan: GHG Reductions Coordinator Staff Report



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☐	Decision Request ☒	Councillor Activity ☐
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To: Municipal Climate Change Action Plan (MCCAP) Committee

Submitted by: Alex Dunphy, Planner

Date: November 10th, 2021

Subject: GHG Emission Local Action Plan: GHG Reductions Coordinator

LEGISLATIVE AUTHORITY

Council Resolution to Join the FCM-ICLEI (Local Governments for Sustainability) Partners for Climate Protection Program on September 11, 2018.

RECOMMENDATION or DECISION REQUEST

...MCCAP Committee recommends that staff submit an application for funding to Eco Canada to hire a greenhouse gas emissions reduction coordinator utilizing the remaining MCCAP budget for 2021-22;

BACKGROUND

Property ☐	Public Opinion ☐	Environment X	Social ☐	Economic ☐	Councillor Activity ☐
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On September 8, 2021 the MCCAP Committee recommended approval of a local action plan to meet Milestone 3 of the Partners for Climate Protection (PCP) program and reduce the Municipalities greenhouse gas (GHG) emissions. As part of the local action plan's overall implementation goal to reduce community and corporate emissions by 45% by 2030, Action 4.3 proposes hiring a dedicated GHG reduction employee.

Staff held discussions with each Department and reviewed potential funding opportunities to mitigate any concerns regarding the cost of hiring an additional staff member. Implementation of the Action Plan by a 'point person' would help reduce burden on the current staff capacity and ensure the action plan items are implemented in a timely manner. There are funding opportunities available from organizations such as Eco Canada which would cover up to 80% of wages for a 12-month internship.

DISCUSSION

GHG Reductions Coordinator Description

The primary goal of the GHG Reductions Coordinator role is to implement the actions in the GHG Emission Local Action Plan and act as the point of contact for correspondence regarding Action Plan items. To meet the funding requirements from Eco Canada the position would have to be offered to an individual under the age of 30, who is a recent post secondary graduate in the fields of Natural Resources or Environmental Science with a focus on STEM (sciences, technology, engineering, and mathematics).

Hiring for this position would provide a good opportunity for the Municipality to add skills and knowledge that may not be present within current staff capacity. Certain technical tasks would require more resources and staff time than is currently available. An individual with a background in Natural Resources or STEM may be more capable of efficiently completing these tasks.

Staff Input

To gauge staff feedback, a memo was sent to each department whose involvement would be required in some capacity by the Action Plan. This memo listed the planned and wishlist action items suggested for each department. The memo asked if it would be feasible for the action items to be completed within the suggested timeline, how many resources would be required, if the current staff capacity was sufficient for the action items, and if hiring a coordinator would reduce the workload on the department.

Administration

The Administration department viewed the action items as feasible within the suggested timelines. There were two main concerns raised during conversation, the first being maintaining a balance between accommodating increased development and completing tasks in the Action Plan. With increased development, there are pressures on staff to process a greater number of applications while maintaining the same timelines. Staff must also complete action plan tasks in addition to their regular workload. This is not to suggest that action items directly contradict development, however the focus of staff time and resources must remain balanced to accommodate the overall increased workload. The second concern was balancing the environmental efforts with the business case side of action items. As an example, investing in sustainable energy generation infrastructure would complete action plan tasks. However, if the financial aspects of the project are not considered, the Municipality risks running a deficit that could negatively affect other aspects of the Municipality. It is important to move forward

with environmental efforts, but these actions must also not cause an overly detrimental financial affect on the Municipality.

Feedback from the Administration department demonstrates that they would be in favour of hiring an additional staff member with the purpose of carrying out the implementation of the Action Plan, providing that funding is available.

Communications

The Communications team presented no concerns for the action items, provided that the content and materials were prepared any ready for proofing and posting. If the Communications team was expected to create the materials and content for posting, these action items would take significantly longer to complete and would require a greater amount of correspondence between staff members.

Feedback from the Communications team demonstrates that they would be in favour of hiring an additional staff member with the purpose of carrying out the implementation of the Action Plan, providing that staff member would be able to create the content intended to be posted.

Community Development

The Community Development department presented no concerns with the action items and stated that most tasks could be completed with current staff capacity. A dedicated employee could generally help with communications between teams, however most action items suggested to the Community Development department would be performed by the Community Economic Development Manager and the Active Living Coordinator.

Feedback from the Community Development department demonstrates that hiring an additional staff member with the purpose of carrying out the implementation of the Action Plan would minimally help the department perform their action items.

Planning and Development

The Planning and Development department raised concerns with the feasibility of action items. Completion of action items within the suggested timeline at current staff are unlikely to be feasible. Action items could be completed, but they would not be able to take priority over other major projects and applications. With current staff capacity, several action items would cause delays for the plan review. The addition of a staff member would greatly improve capacity to complete action items, help streamline communications, and reduce excessive correspondence.

Feedback from the Planning and Development department demonstrates that they would be in favour of hiring an additional staff member with the purpose of carrying out the implementation of the Action Plan.

Public Works

The Public Works department raised concerns with certain action items requiring a technical skillset or resources that the department does not currently possess. The department could support the completion of these action items if lead by a dedicated staff member but could not complete them otherwise. Most other action items were estimated to take significant staff

resources to complete. Action items requiring consultation were estimated at \$20,000 per action item, while action items requiring staff time were estimated to take 300 hours or \$10,000.

Feedback from the Public Works department demonstrates no concerns in hiring an additional staff member with the purpose of carrying out the implementation of the Action Plan.

NEXT STEPS

The proposed hiring of a GHG Reductions Coordinator has been considered based on feedback from departments that are primarily tasked with carrying out the implementation of the GHG Emission Local Action Plan. There are no concerns identified in the feedback with regard to the hiring of an additional staff member, aside from the acquisition of funding.

FINANCIAL IMPLICATIONS

Funding Availability

Staff have identified two internships with Eco Canada that would provide up to 80% of the funding for wages paid during a 12-month internship. The Science and Technology Internship is intended for a position in the Natural Resources Sector and the Science Horizons Youth Internship is intended for a position in the Environmental Sector with a STEM focus.

An initial application has been made and the Municipality is eligible based on preliminary criteria.

Hiring and Project Budgeting

This fiscal year, \$10,000 was budgeted to a "student salary" for MCCAP to hire a summer student. A summer student, Jessica Pitman, was hired through the Clean Foundation at a 50% cost share. This position cost the Municipality \$5,222.64, leaving a remainder of \$4,778 in the student salary budget for MCCAP. There is also \$2,500 remaining in the current MCCAP budget, leaving a total of \$7,278 available funding.

The opportunity to use a portion of next year's budget also exists, however this must be balanced with the cost of future projects and would need to be approved by Council prior to considering this option.

As this position would require a certain level of knowledge and skills, the wages must fairly compensate the work performed. The exact compensation is still to be determined. As previously stated, the internships identified can cover up to 80% of wages for a 12 month position and would ease the financial requirement from the Municipality.

Questions

Should staff pursue acquiring funding in anticipation of hiring a GHG Reductions Coordinator?

If yes, how much of the current MCCAP budget should be directed towards wages paid to this position?*

Do you want staff to consider requesting future funding from Council for this position as part of the MCCAP budget?*

*Items will need to be reviewed by the Finance Department

ALTERNATIVES

In response to the proposal, the MCCAP Committee may:

- recommend that staff pursue the hiring of a GHG Reductions Coordinator; or
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

No attachments are included.