

WEST HANTS REGIONAL MUNICIPALITY
Council Meeting Agenda - Amended
December 16, 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.



West Hants
something inspiring awaits

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
5. Declaration(s) of Conflict of Interest
6. Approval of Previous Meeting Minutes
 - a) 2021-11-23 Council Meeting Minutes
 - b) 2021-11-23 – Public Hearing - Civic Addressing By-Law Amendment
 - c) 2021-12-07 Special Council Meeting Minutes
7. Presentations
 - a) Sports Complex Presentation – Dir. Kehoe, Engineer Murray Tate – Information
8. Public Hearings
 - a) College Road, PID 45336203; WMPS and WLUB Text and Map Amendment
 - b) Fairfield Court, Windsor; PID 45383742; Development Agreement
 - c) O’Brien St, Windsor, PID 45055902; Development Agreement and Discharge
 - d) Commercial Development District Improvement By-Law
9. Second Readings (related to Item #7 public hearings)
 - a) College Road, PID 45336203; WMPS and WLUB Text and Map Amendment
 - b) Fairfield Court, Windsor; PID 45383742; Development Agreement
 - c) O’Brien St, Windsor, PID 45055902; Development Agreement and Discharge
 - d) Commercial Development District Improvement By-Law

10. Unfinished Business/Postponed Motions
11. Mayor's Report
12. Committee(s) of Council Excerpts/Recommendations
 - a) Committee of the Whole Excerpts (December 7, 2021)
 - i. Audit Committee Appointment Recommendation
 - ii. Bulk water Rate Study Decision Request
 - iii. MCCAP 2022 Work Plan Recommendation
 - iv. Riverview Road, Hantsport Infrastructure Design Recommendation
 - v. Summerville Fire Rescue Truck Tender Recommendation
 - b) Planning and Heritage Recommendations (December 2, 2021)
 - i. 65 Ft. Edward St., Windsor MPS and LUB amendment
 - ii. 294 Falmouth Back Road Heritage Designation.
13. Councillor Municipal Business/Activity Reports
14. Correspondence
 - a) Information
 - i. Avon Causeway Activity Log
 1. Current Correspondence as of December 10, 2021
 - ii. 2021-12-01 Letter received from Hon. Kim Masland re: Bog Road designation as a Blue Route
 - iii. 2021-12-10 Correspondence from Nova Scotia Utility and Review Board
 - iv. 2021-12-13 Letter re: Sale of Ft. Edward
 - v. 2021-12-16 Letter re A better use for Fort Edward
 - b) Requests (for discussion) – None
 - c) Outgoing (as it relates to Motions of Council to other Provincial agencies/depts) - None
15. New Business
 - a) Davidson Lake Watershed Committee Council Alternate appointment
 - b) Hantsport Fire Station Status Update
 - c) Front Wheel Loader/Excavator Update
 - d) Correspondence re: letter to Dept. Environment re; Combined Overflow Sewer System
 - e) Textile Mill Update

16. In-Camera
 - a) 2021-10-26 In-Camera Council Meeting Minutes
 - b) 2021-11-02 In-Camara Special Council Meeting Minutes
 - c) 2021-11-23 In-Camera Council Meeting Minutes
 - d) Land Matter – MGA 22 (2)(a)
 - e) Legal Matter – MGA 22(2)(g)
 - f) Labour Matter – MGA 22 (2)(d)

17. 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	2022-01		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		Yellow	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	Red	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		Yellow	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	Yellow	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	Yellow	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	Yellow	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	2022-01	Yellow	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	Yellow	Finance
Bulk Water Rate Study - to hire an independent consultant to perform a rate study to better understand the rational behind the increased rates and ensure they are accurate and will accomodate the future water needs. Postponed Indefinitely	Council	D	2021-11-23	2022	Red	PW/Fin
MCCAP 2022 Work Plan - place on file the MCCAP 2022 Work Plan.	COTW	M	2021-12-07	2021-12-16	Yellow	Planning
Audit Committee - reappointment of Jane Davis, to the Audit Committee for the period of January 1, 2022 to December 31, 2022 and nominate and appoint two Council members to the Audit Committee for the period of January 1, 2022 to December 31, 2022.	COTW	M	2021-12-07	2021-12-16	Yellow	Finance
Panuke Road Booster Station Construction Award - approve the award of tender WHPW21-15 for a construction contract to Greytap Commercial Construction, for the tendered price of \$430,562 plus 20% contingency, plus applicable taxes, to be funded from the West Hants Canada Community Building Fund reserve And, Council approve the Option of adding the provisional back-up generator, for the additional contract cost of \$46,500, plus applicable taxes, to be funded from the West Hants Canada Community Building Fund reserve	COTW/SC	M	2021-12-07	2021-12-07	Green	PW
Riverview Road Hantsport Infrastructure Design - Council approve the award of tender WHPW21-19 for engineering and design work for Riverview Road Infrastructure Renewal Design to the low compliant bidder, EXP, for the tendered price of \$46,166, plus applicable taxes.	COTW	M	2021-12-07	2021-12-16	Yellow	PW

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Summerville Fire Rescue Truck - award of Tender WHRMAD20-07A for a Fire Rescue Truck to Rocky Mountain Phoenix at a net cost of \$215,137.00 plus applicable taxes and to approve a temporary borrowing resolution in the amount of \$202 878.00 for the Fire Rescue Truck for the Summerville Fire Department.	COTW	M	2021-12-07	2021-12-16		PW



West Hants
something inspiring awaits

West Hants Sports Complex

something inspiring awaits



West Hants Sports Complex

- 2018 West Hants Municipal Council put forward a plan to build a year-round sports complex that would pay tribute to Windsor's Hockey heritage and create health and wellness opportunities for its citizens.
- The facility was designed by MacKay Lyons Sweetapple Architect & the build contract was awarded to Lindsay Construction.





Facility Includes:

- NHL regulation size ice surface
- Field House - 100 x 200 artificial turf
- Free wifi
- Pop up vendor space
- Wheelchair and handicap accessible
- Barrier free seating and viewing
- Paved and overflow parking
- Reception and lounge areas
- Touch free doors and washrooms
- Field, Rink & Club change rooms



Total Budget Vs. Actuals - March 31, 2021

	Building & Land	FF&E	Total
Budget	17,065,942.00	450,000.00	17,515,942.00
Actuals	17,032,205.89	404,551.31	17,436,757.20
Remaining	<u>33,736.11</u>	<u>45,448.69</u>	<u>79,184.80</u>





RINK CHANGING
SPECTATOR SEATING

↑
↓

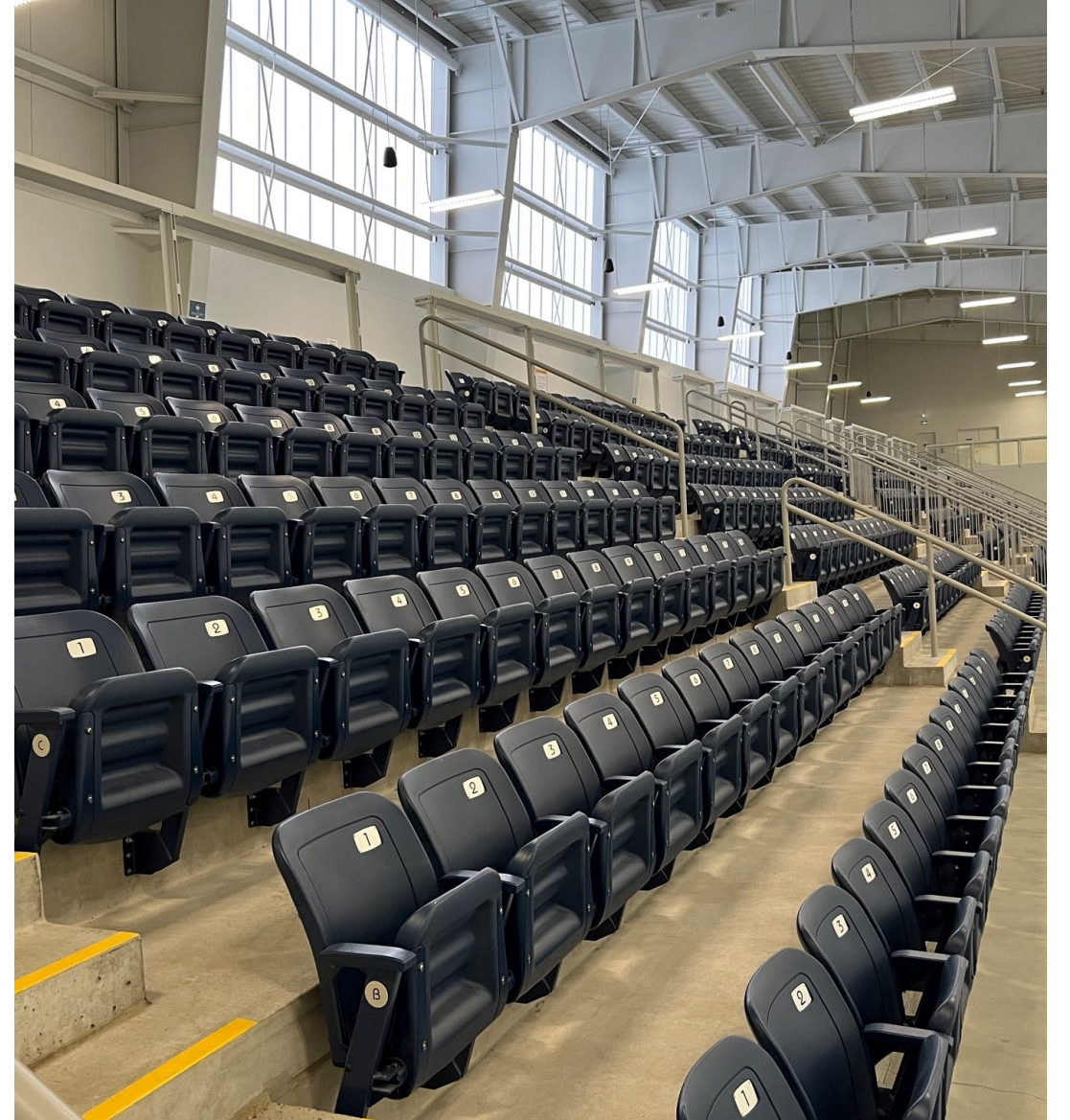


In Case of Fire
Evacuate Immediately
Do Not Use Elevators
Do Not Return to Building
Do Not Re-enter Building
Do Not Use Stairs
Do Not Use Escalators
Do Not Use Lifts
Do Not Use Carts
Do Not Use Bicycles
Do Not Use Scooters
Do Not Use Skateboards
Do Not Use Roller Skates
Do Not Use Roller Shoes
Do Not Use Roller Skis
Do Not Use Roller Blades
Do Not Use Roller Skis
Do Not Use Roller Blades
Do Not Use Roller Skis
Do Not Use Roller Blades

AUTOMATIC
CAUTION
DOOR
ACTIVATE SWITCH
TO OPERATE

MASK ARE REQUIRED

★1







rink change rooms





Walking track, elevator and entrance to the warm room.

Community Room






Upper-level
Community Room &
Warm Room.



Track between
Fieldhouse &
Warm Room

S





**“I’m excited
for our
youth”**



West Hants Sports Complex Closeout

December 16, 2021



TATE
ENGINEERING

1395 Fall River Rd.
Fall River, NS B2T 1E5
902.576.3420
tateengineering.com

Timeline of Events

Task	Timeframe	Task	Timeframe
WH Contract to Lindsay	April 2019	Municipal Election	March 2020
PM Engagement	May 2019	Amalgamation	April 2020
WH Major Decisions 1	June 2019	Request Direction \$	April 2020
Lindsay Sign On	June 2019	WWH Major Decisions 2	May 2020
Concrete Start	August 2019	Inspections/Corrections	Sep/Oct 2020
Council Presentation	September 2019	Substantial Performance	October 28, 2020
Council Presentation	November 2019	PM Complete	November 30, 2020

* COVID RESTRICTIONS CAME IN EFFECT FEBRUARY 2020

WH Major Decisions 1

- Manage Civil Cost Risk as Priority
- Set Document Priority and Approach to Cost Control
- Remove Operational Component of PM Role
- Negotiate IB Storey into Design Build Agreement
- Purchase 4.0 Acres to Get Funding Moving
- Develop Approach to Decision Making

WWH Major Decisions 2

- Interior Upgrades for Public Hygiene
- Millwork Upgrades at Stair and Dressing Rooms
- Perimeter Glazing Around Track
- Exterior Signage Support and Electrical
- Drywall Upgrades Around Track
- Full Paint of Structural Steel
- Add Interior Corrugated Metal



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-12-16

Subject: WMPS and WLUB Text and Map Amendment: College Road, PID 45336203; File #21-04 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to approve the Windsor Municipal Planning Strategy and Windsor Land Use By-law text and map amendment following Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves 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 Planning and Heritage Advisory Committee report #21-04 dated November 8, 2021.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 recommended 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.

A Public Information Meeting was held virtually and broadcast live on the Municipal Facebook page on October 14, 2021 to consider the amendments.

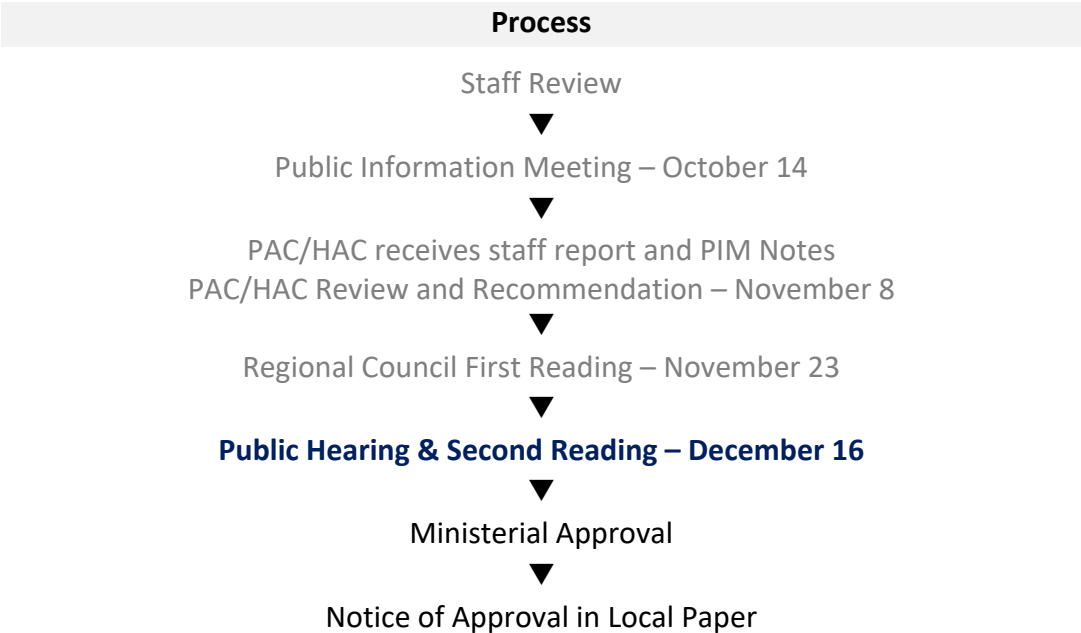
On November 8, 2021 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC).

PAC/HAC recommended in favour of the amendments on November 8, 2021.

Council held first reading on November 23, 2021 (Appendix A).

NEXT STEPS

The process for this application is as follows:



APPENDICIES

Appendix A 2021-11-23 Report to Council - WMPS and WLUB Text and Map Amendment:
College Road, PID 45336203; File #21-04 B

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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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

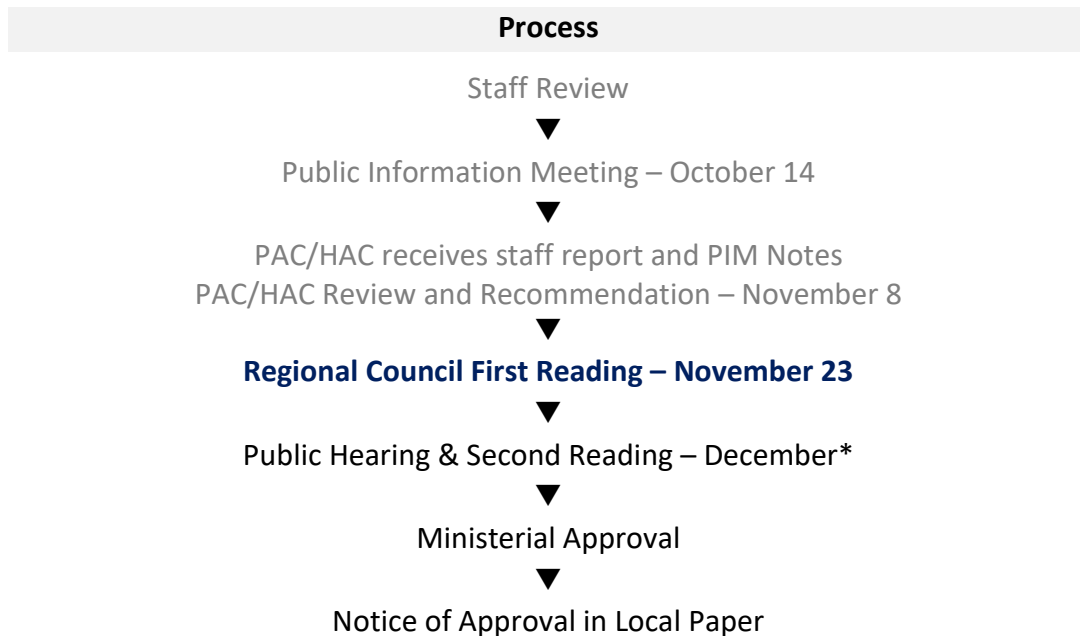
A Public Information Meeting was held on October 14, 2021.

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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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.

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.

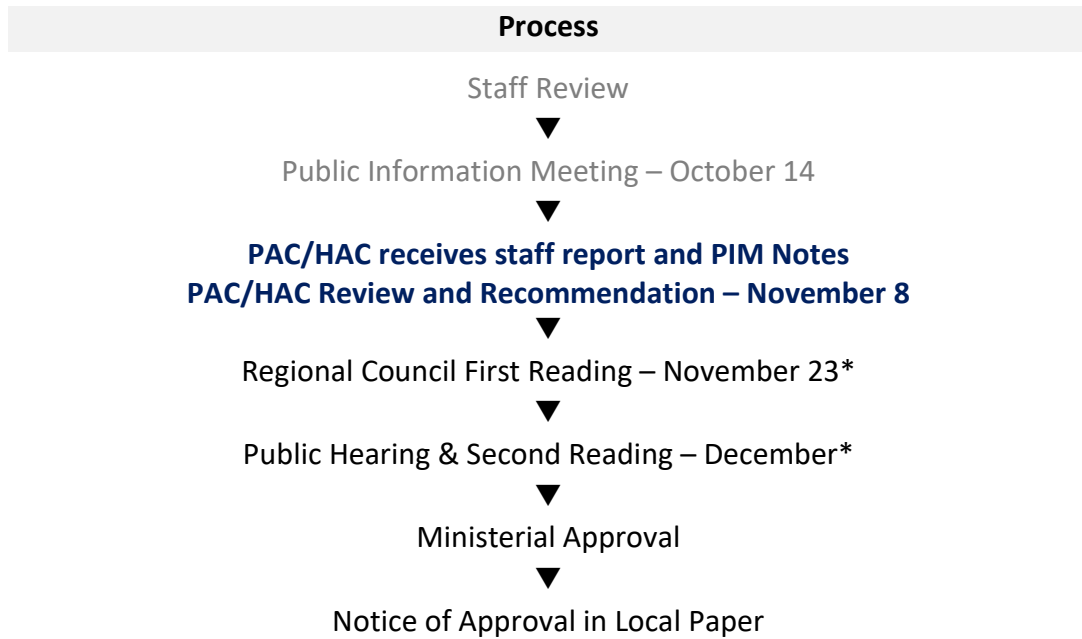
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

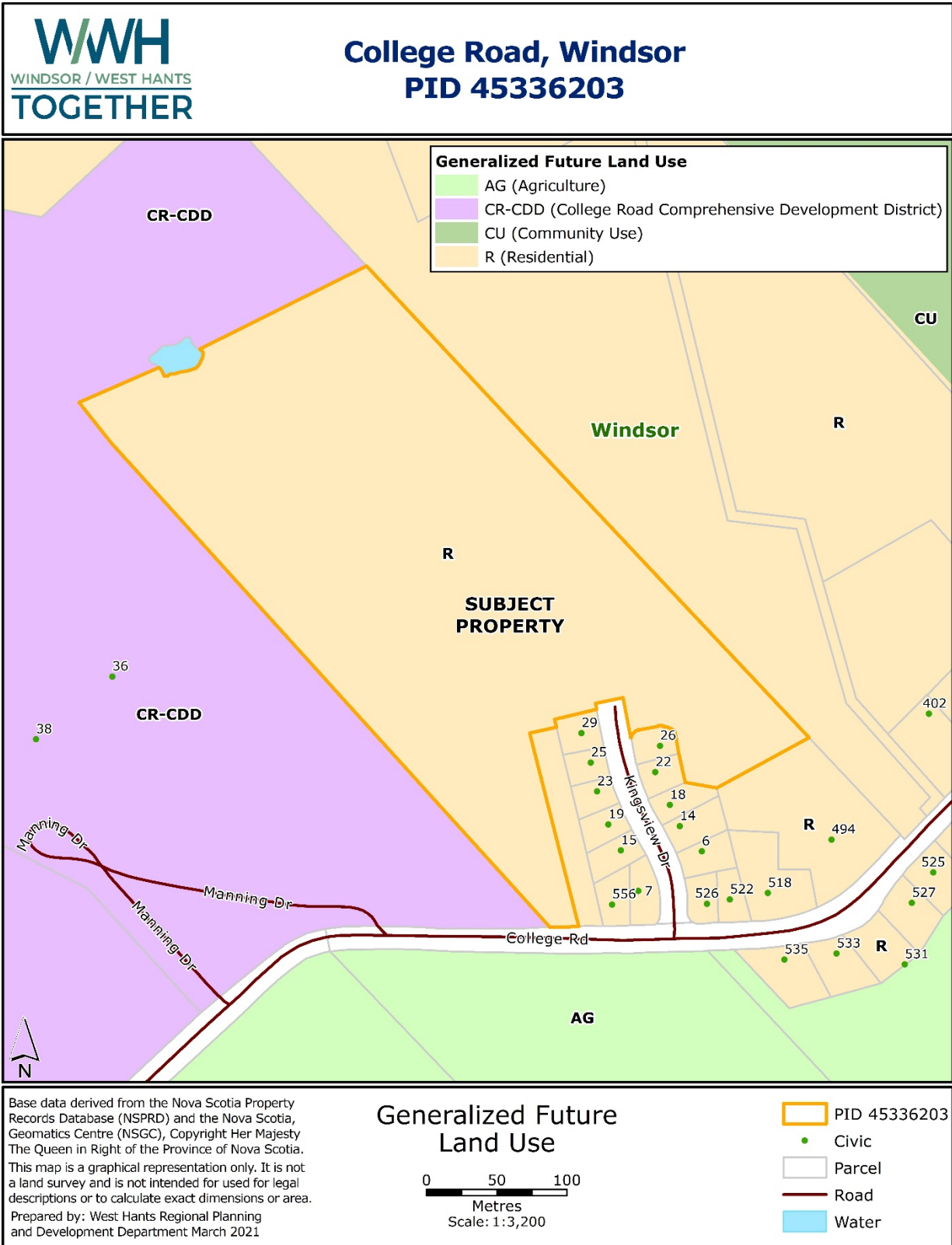


Figure 2
Windsor Zoning Map Extract

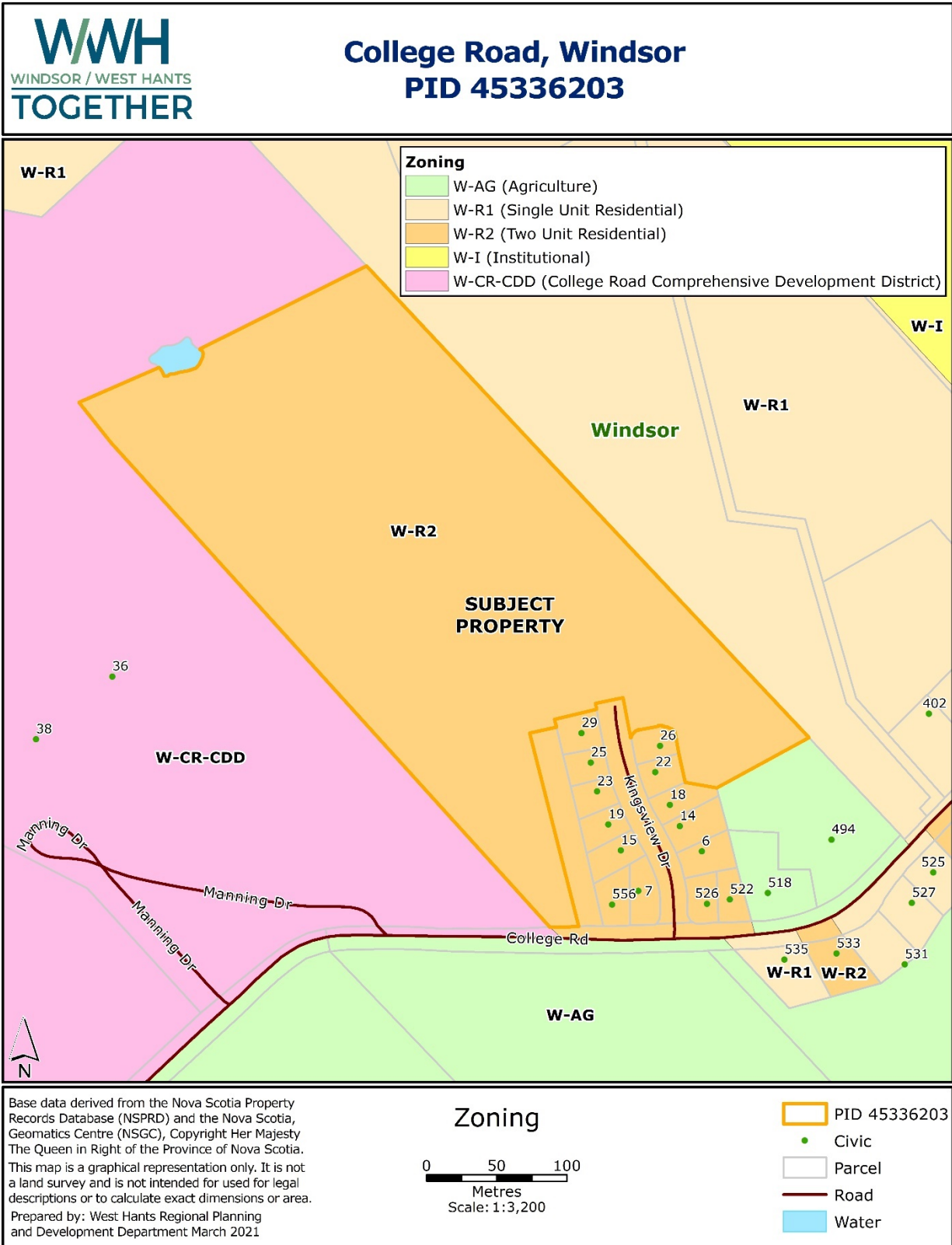


Figure 3
Windsor Proposed GFLUM Amendment Extract

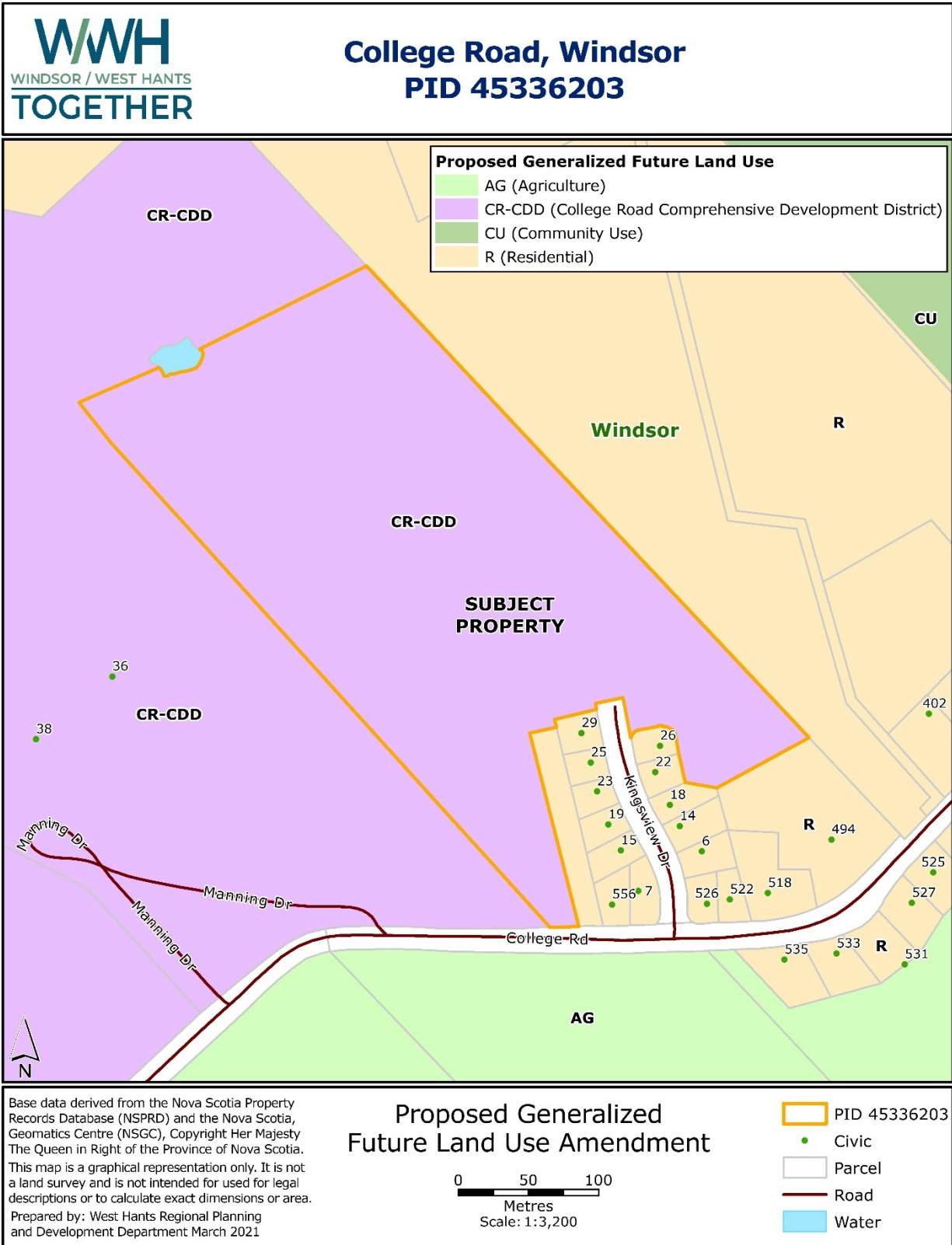
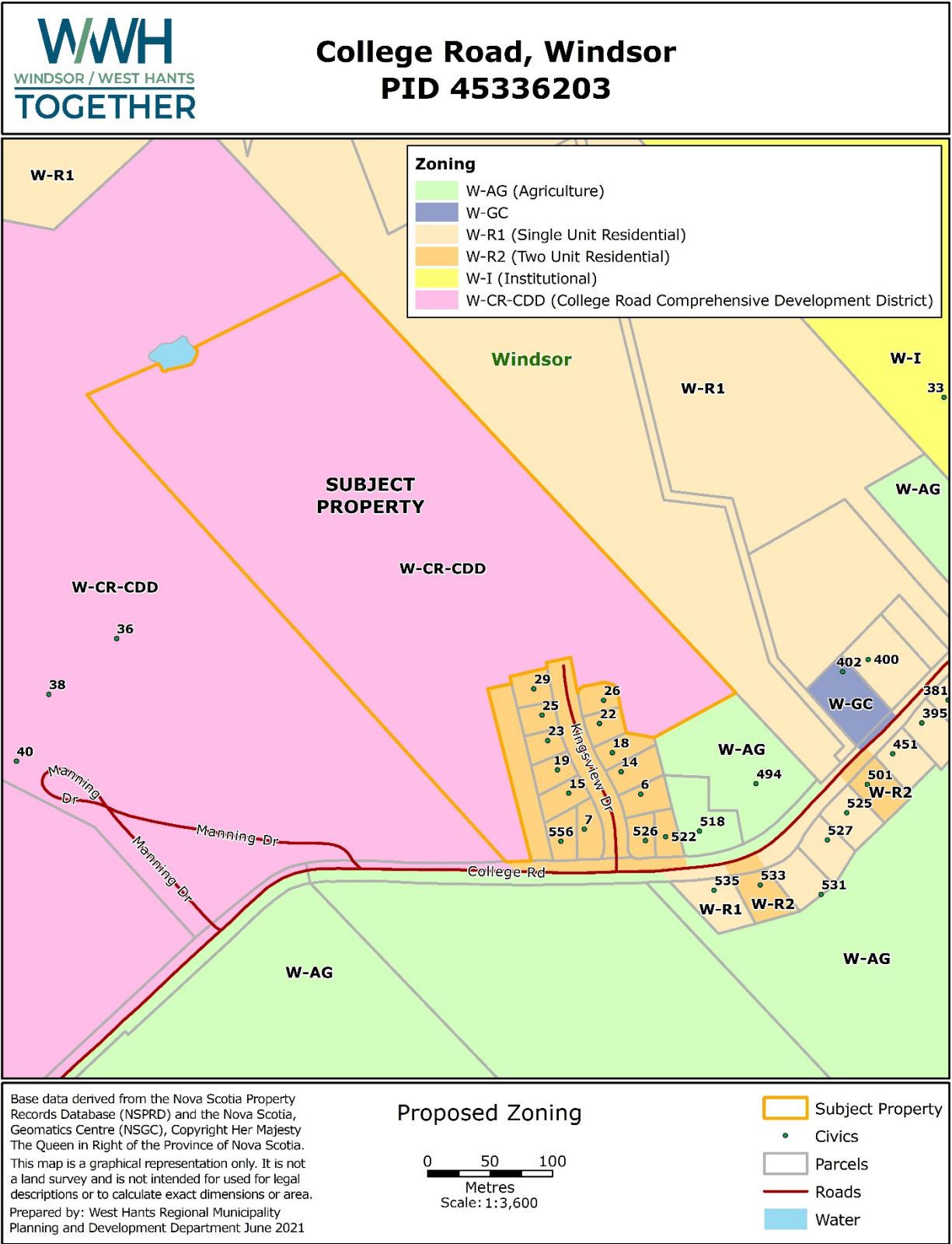


Figure 4
Windsor Proposed Zoning Map Extract



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>	<p>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.</p> <p>There is a water body at the rear property line.</p> <p>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.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p>
<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	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips <p>Applicant:</p> <ul style="list-style-type: none"> • Krista Beeler, Administrator at Dykeland Lodge • John Bregante, Board Member of Dykeland Lodge <p>As this meeting was held virtually there were no members of the public present.</p>
<p>Applicant Krista Beeler and Ed Sherman at Dykeland Lodge on behalf of the Hants County Residence for Senior Citizens</p> <p>Property College Road, Windsor PID 45336203</p>	<p>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.</p> <p>A formal presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The meeting was adjourned at 6:20 p.m.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Alex Dunphy, Planner

Date: December 16th, 2021

Subject: Development Agreement: Fairfield Court, Windsor; PID 45383742; File# 20-25A

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

...that Council give Second Reading and approve 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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received from David Howell on April 30th, 2021 to consider 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.

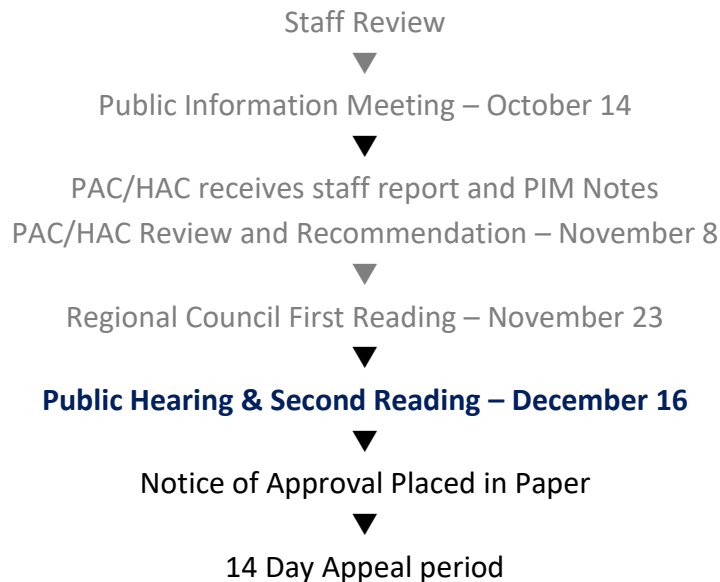
One addition to the development agreement was requested by Chrystal Fuller, acting as agent for the developer, on November 9th, 2021. The request is a clause in Section 2.2 (b), *Development Location and Design*, which would allow minor changes to the location of the main building on the site plan in accordance with the report required through Section 2.8 (c), *Environmental Study*. Staff support the request as it would allow 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*.

Council held first reading on November 23rd, 2021 (Appendix A).

NEXT STEPS

Process

The process for this application is as follows:



APPENDICIES

Appendix A 2021-11-23 Council Package – Development Agreement: Fairfield Court, Windsor, PID 45383742; File #20-25

CHIEF ADMINISTRATIVE OFFICER REVIEW

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

**Attachment A - 2021-11-23 Council Package – Development Agreement: Fairfield Court,
Windsor, PID 45383742; File #20-25**



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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The property is just over 16 000 sq ft (0.14 acres) in area and is currently vacant.

DISCUSSION

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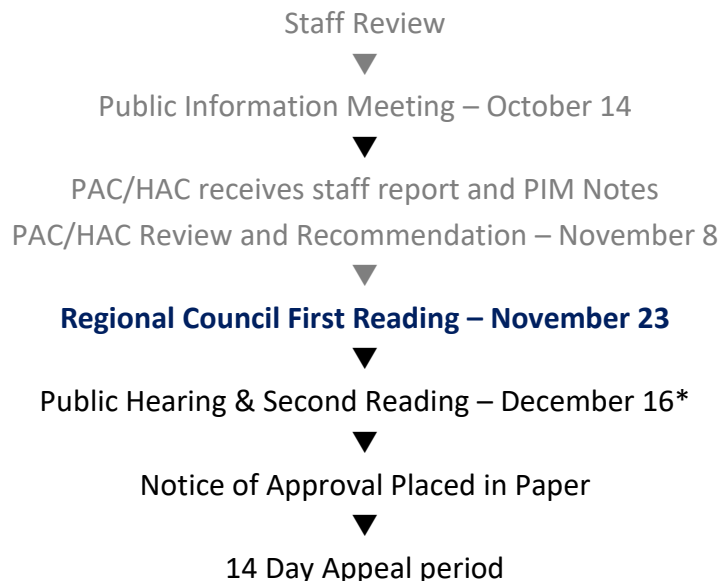
PAC/HAC recommended in favour of the development agreement on November 8th, 2021.

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:

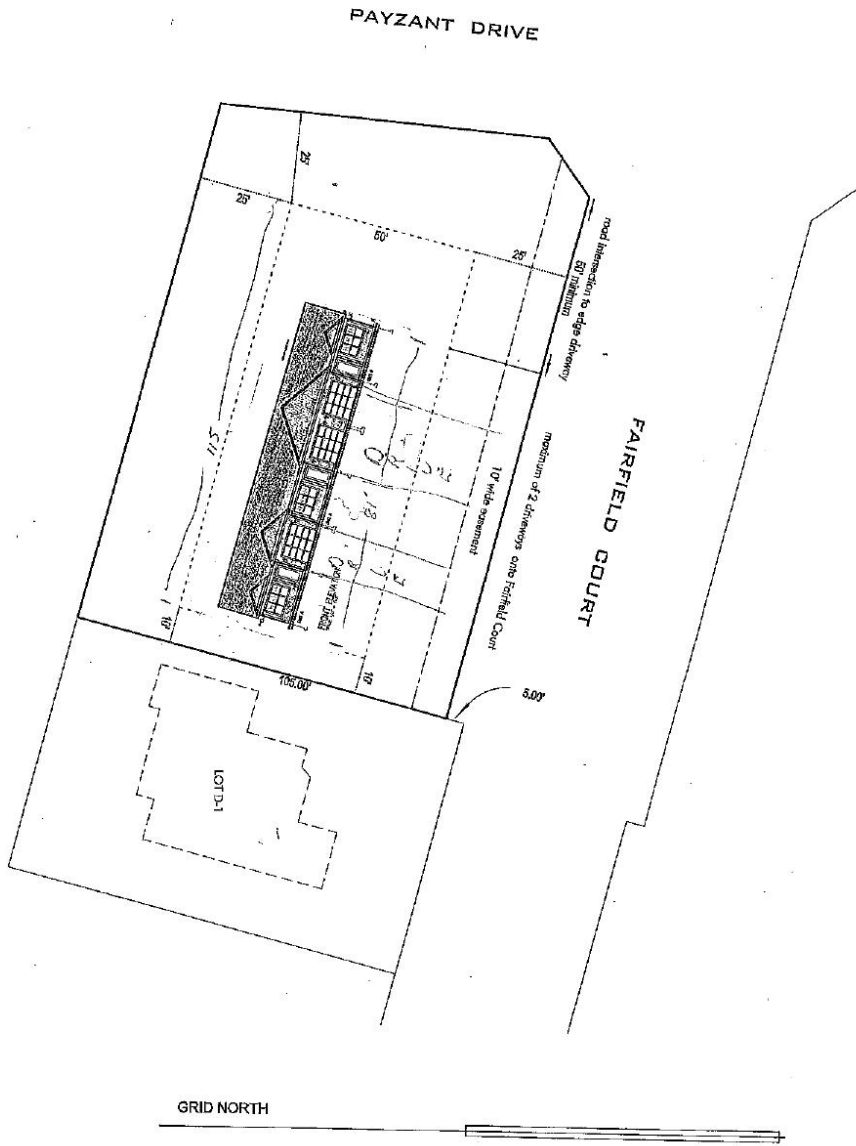
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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

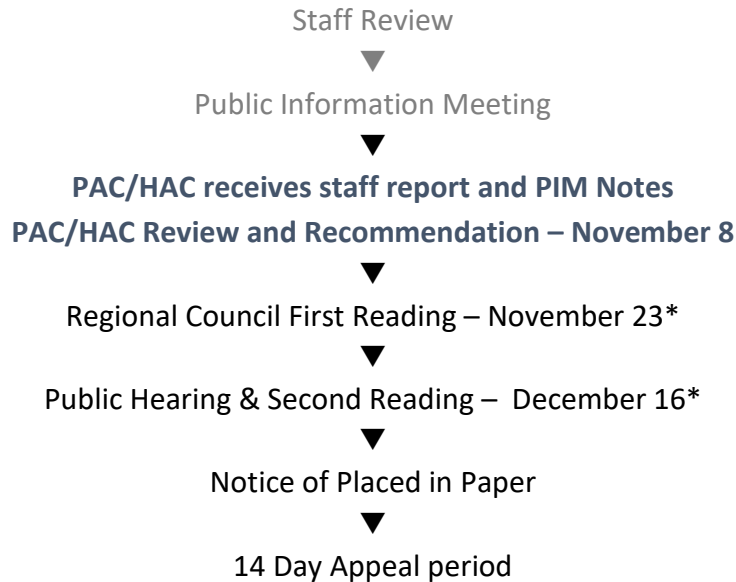
The *Simulated Flooding Extent for Observed 1997 Storm Surge (8.6 m O.D.)* of the *Windsor Municipal Climate Change Action Plan (MCCAP)* does not indicate that there will be any effect of inland flooding on this lot. The map describes the most likely scenario that the community of Windsor will face, 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

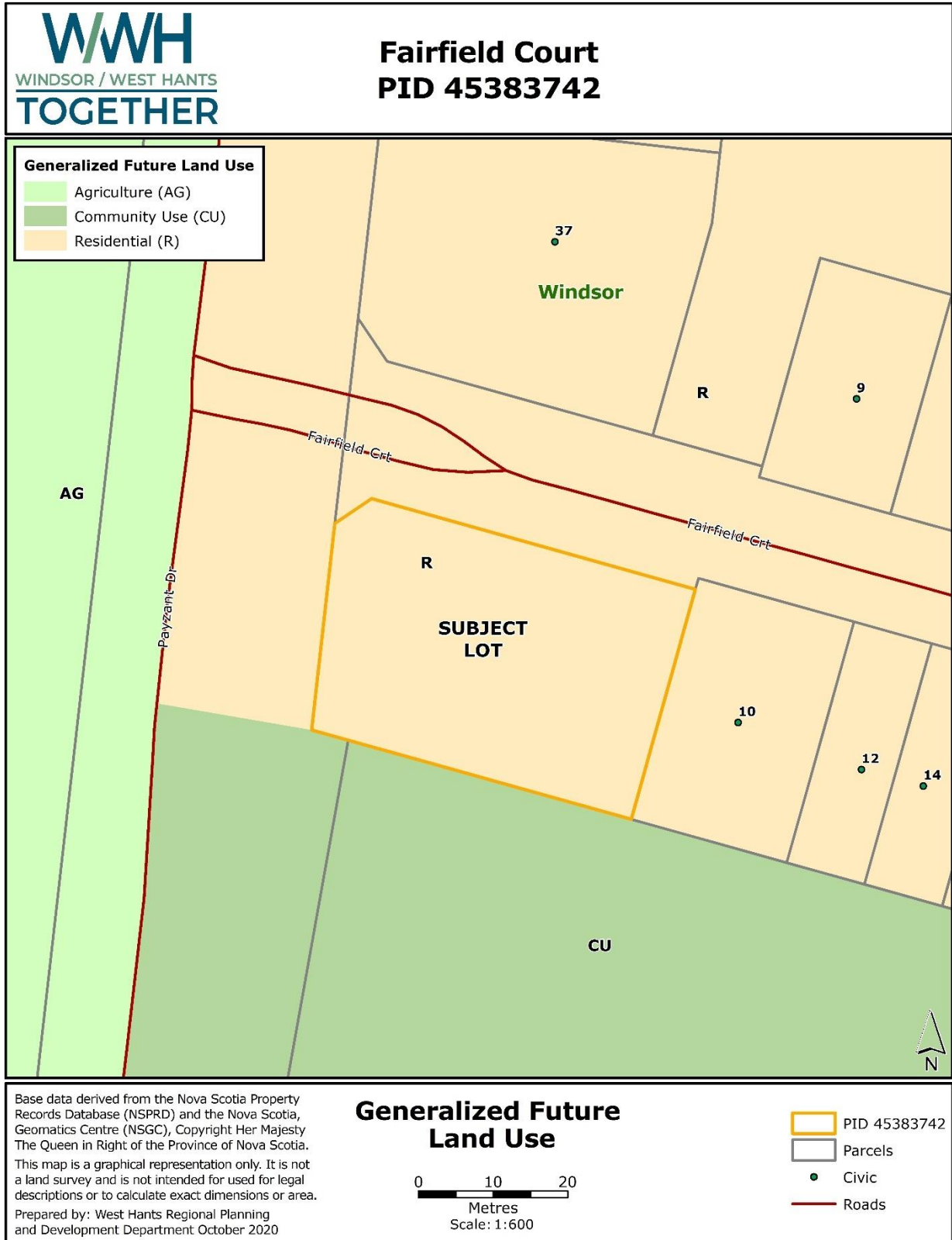


Figure 2 – Windsor Zoning Map Extract

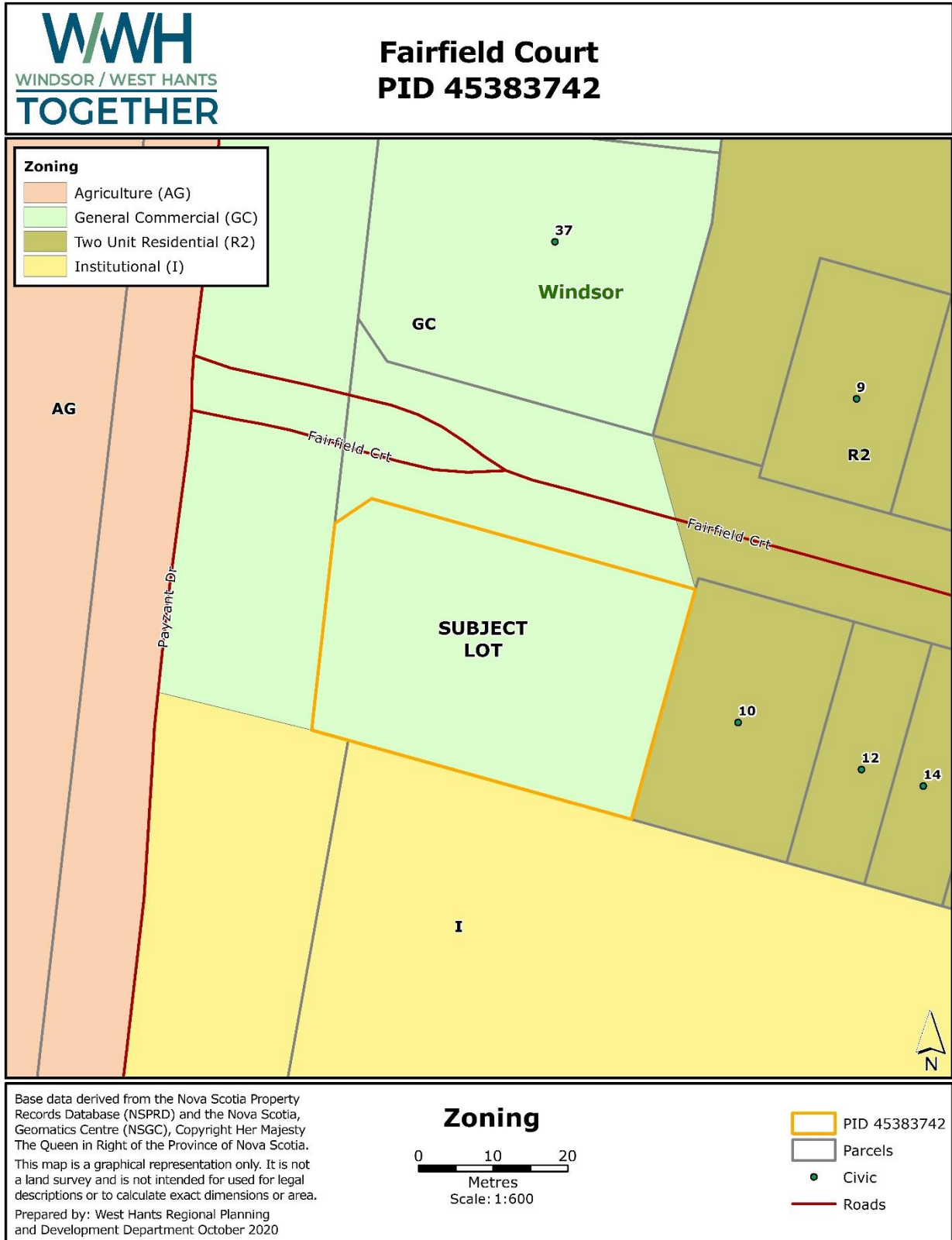
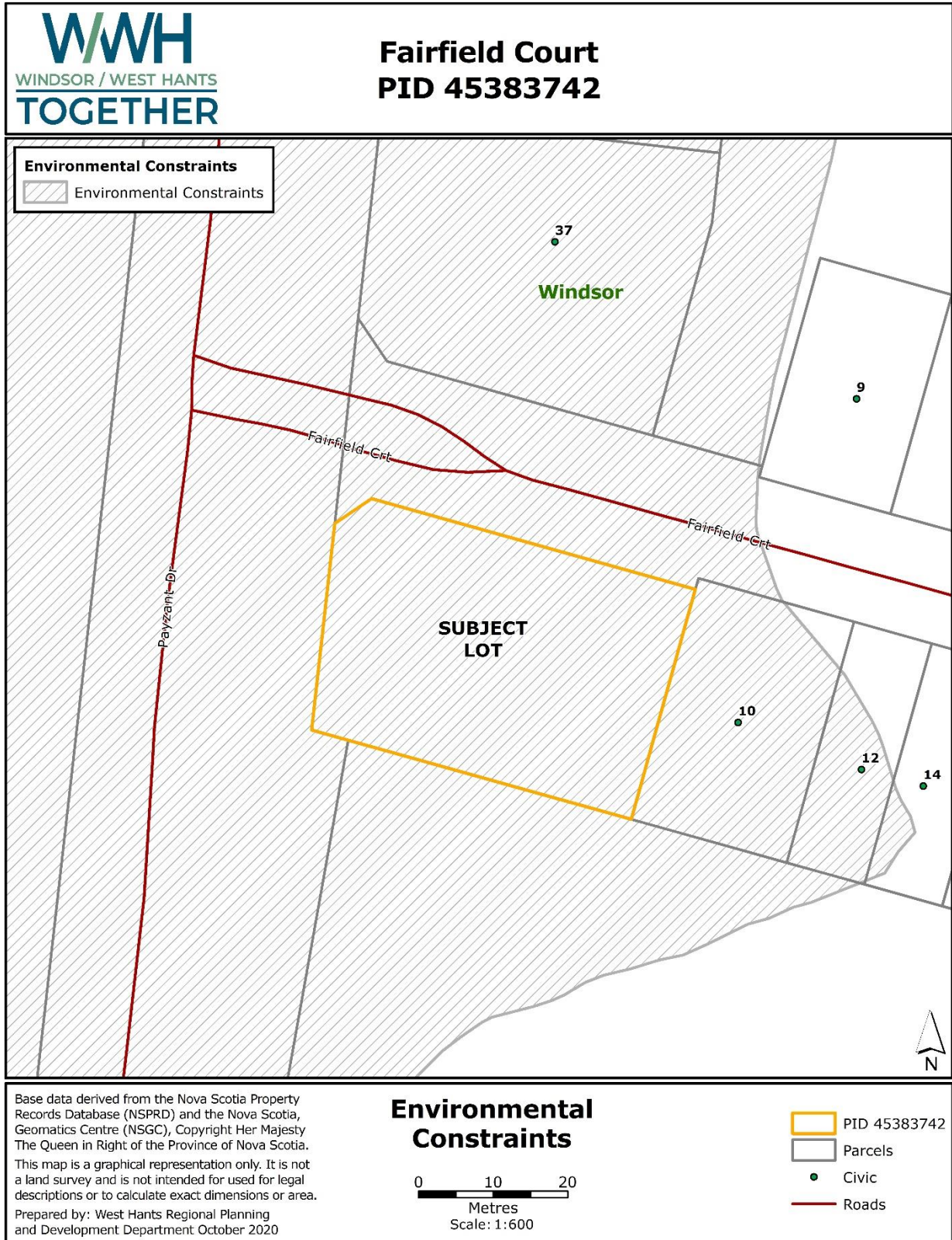


Figure 3 – Windsor Environmental Constraints Map Extract



Attachment A – Policy Summary for Development Agreement

<p>Policy 5.4.6 <i>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:</i></p>	
<p><i>(a) the proposed use meets one of the following:</i></p>	
<p><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></p>	<p>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.</p>
<p><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></p>	<p>Not applicable</p>
<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>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.</p>
<p><i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i></p>	<p>The Municipal Traffic Authority commented that the development is compatible and there are no concerns regarding traffic generation.</p>
<p><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></p>	<p>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.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The development agreement includes parking requirements in accordance with section 5.25 of the WLUB.</p>
<p><i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the</i></p>	<p>The recreational space provided by the rear yard, which meets the requirements</p>

<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.

<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority commented that they do not have any concerns regarding movement, provided the driveway enters Fairfield Court.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>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.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>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.</p>
<p><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></p>	<p>The lot appears to be flat and dry, there were no concerns recorded during the site visit.</p>
<p><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></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment B – Draft Development Agreement



West Hants

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:

Witness)
)

Abraham Zebian, Mayor

) Per:

Witness)
)
)
)
)
)
)
)
)

Deanna Snair, Municipal Clerk

Incorporated

) **Gateway Investments**

)
)
)

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

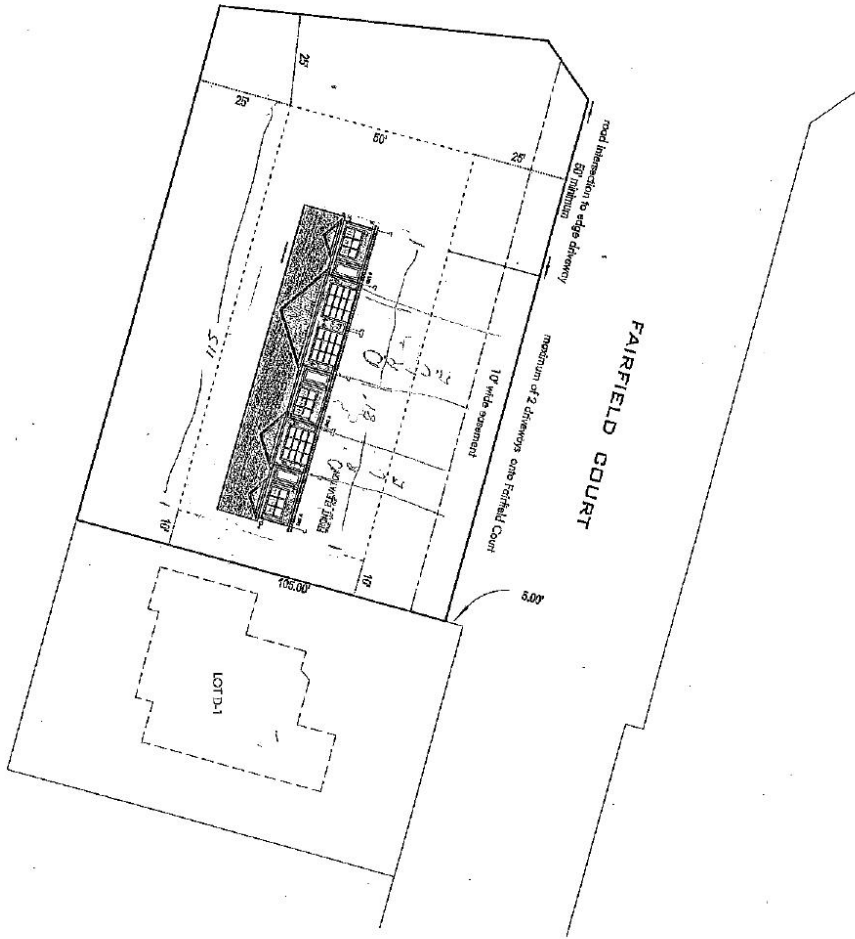
*** Municipal Government Act, Part IX Compliance ***

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	<p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Jim Ivey, PIM Chair <p>Five (5) Staff Members:</p> <ul style="list-style-type: none"> • Madelyn LeMay, Director, Planning and Development • Sara Poirier, Senior Planner • Alex Dunphy, Planner • Vanessa Lake, Meeting Secretary • Mark Phillips, CAO <p>Applicant:</p> <ul style="list-style-type: none"> • David Howell • Chrystal Fuller <p>As this meeting was held virtually there were no members of the public present.</p>
Applicant David Howell Gateway Investments Incorporated David Howell (President)	<p>Mr. Dunphy outlined the application for a development agreement to permit a one storey, three unit residential dwelling, PID 45383742.</p> <p>A presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The presentation portion of the PIM ended at approximately 6:15 p.m



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____

Sara Poirier, Senior Planner

Date: 2021-12-16

Subject: Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902;
File #21-14 D

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to approve the development agreement and discharge following Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves 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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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.

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.

A Public Information Meeting was held virtually and broadcast live on the Municipal Facebook page on October 14, 2021 to consider the requested development agreement and discharge.

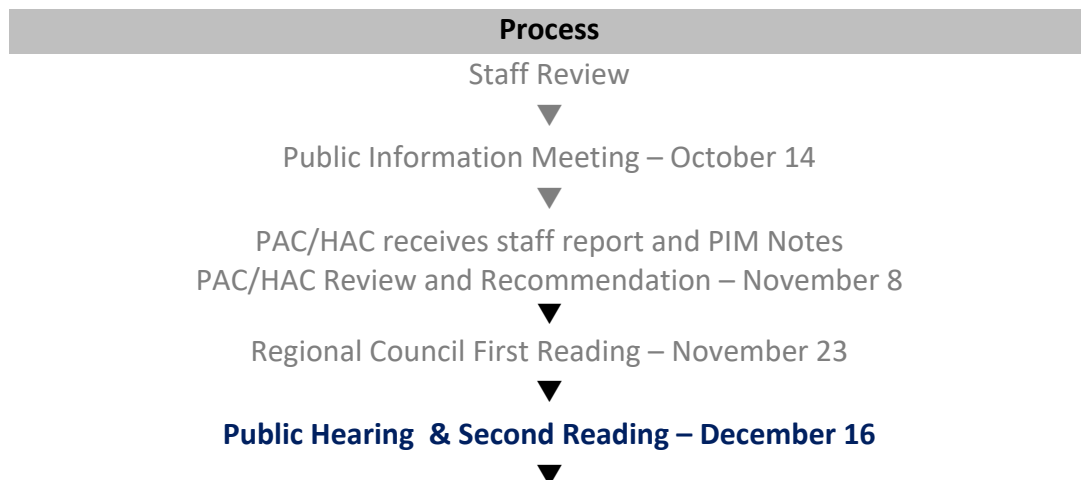
On November 8, 2021 staff presented a supplementary report and a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC).

PAC/HAC recommended in favour of the development agreement on November 8, 2021.

Council held first reading on November 23, 2021 (Appendix A).

NEXT STEPS

The process for this application is as follows:



Notice Placed in Paper



14-day Appeal Period

APPENDICIES

Appendix A 2021-11-23 Report to Council - Development Agreement and Discharge: O'Brien St, Windsor, PID 45055902; File #21-14C

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



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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

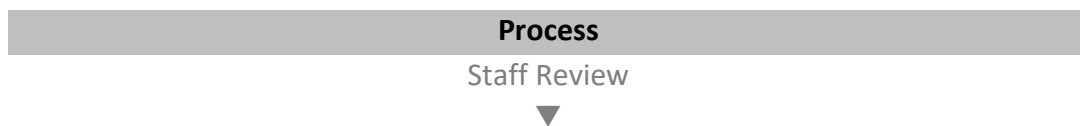
A Public Information Meeting was held on October 14, 2021.

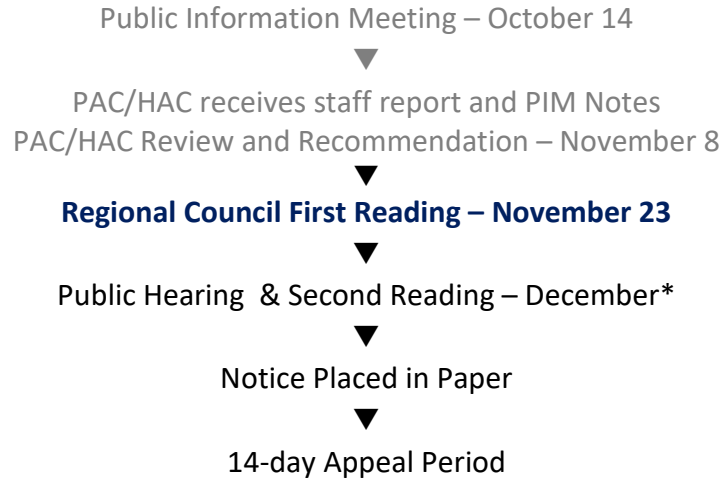
On November 8, 2021 staff presented a supplementary report (Appendix B) and a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix C).

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 a 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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 (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 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

Schedule B Site Plan



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;

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- (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

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 - (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

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 Trogthic 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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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.

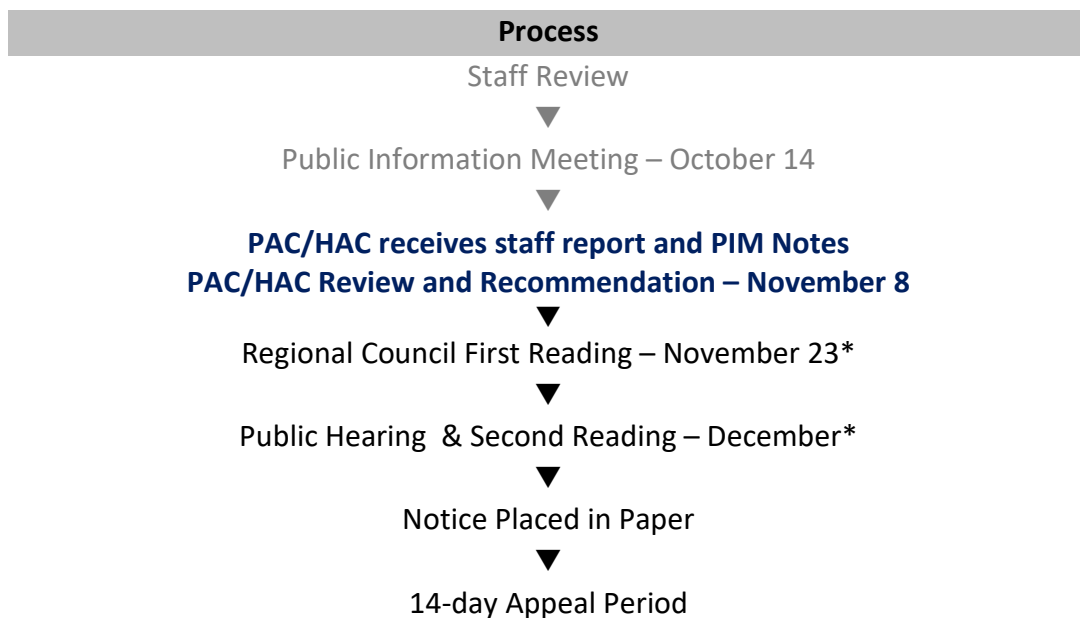
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

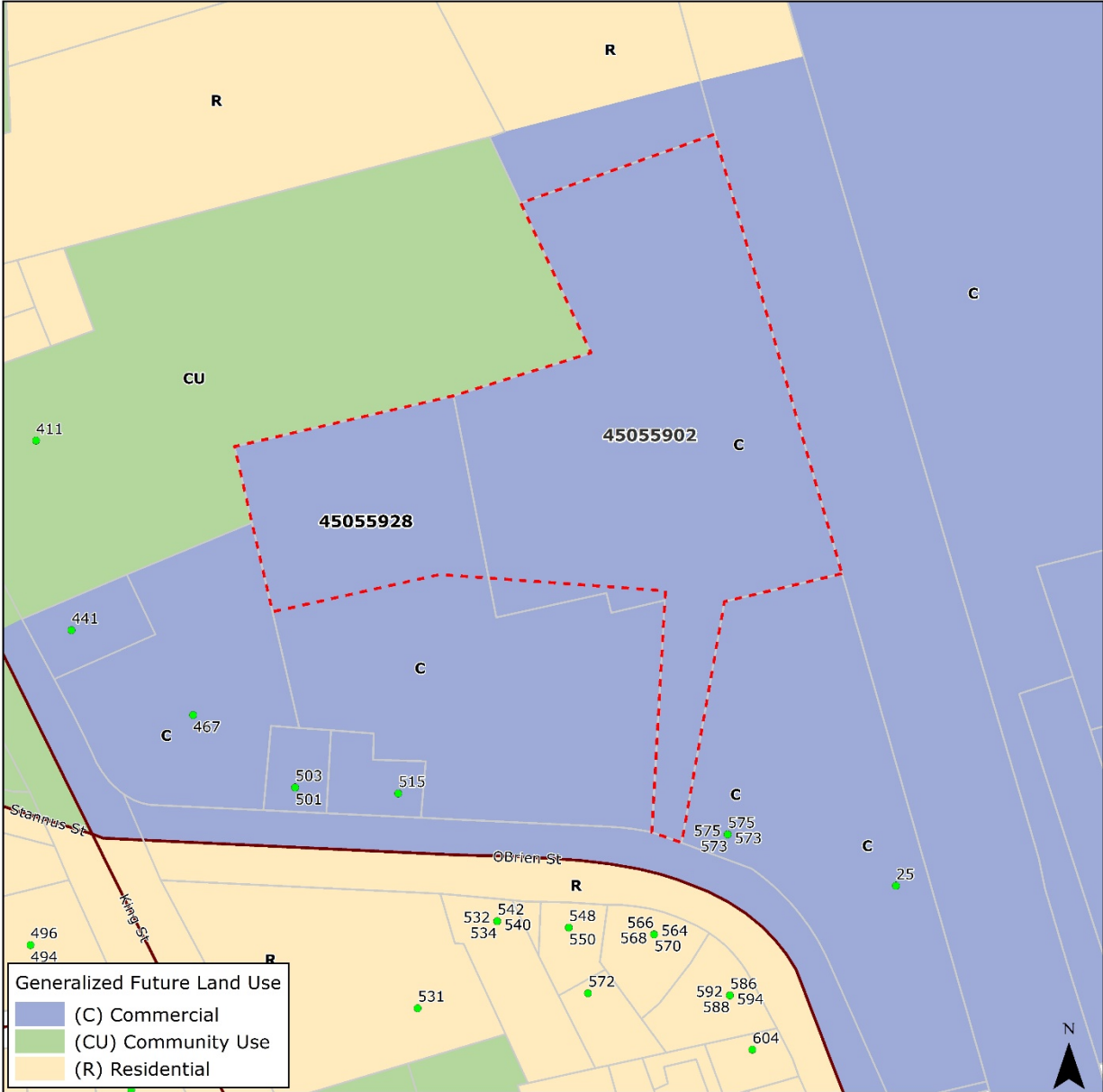
Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract



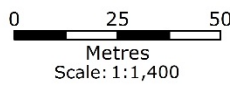
O'Brien Street, Windsor
PID 45055902 and 45055928



Generalized Future Land Use
 (C) Commercial
 (CU) Community Use
 (R) Residential

Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department September, 2021

Generalized Future Land Use



- Proposed Parcel
- Parcels
- Civics
- Roads

Figure 2
Windsor Zoning Map Extract

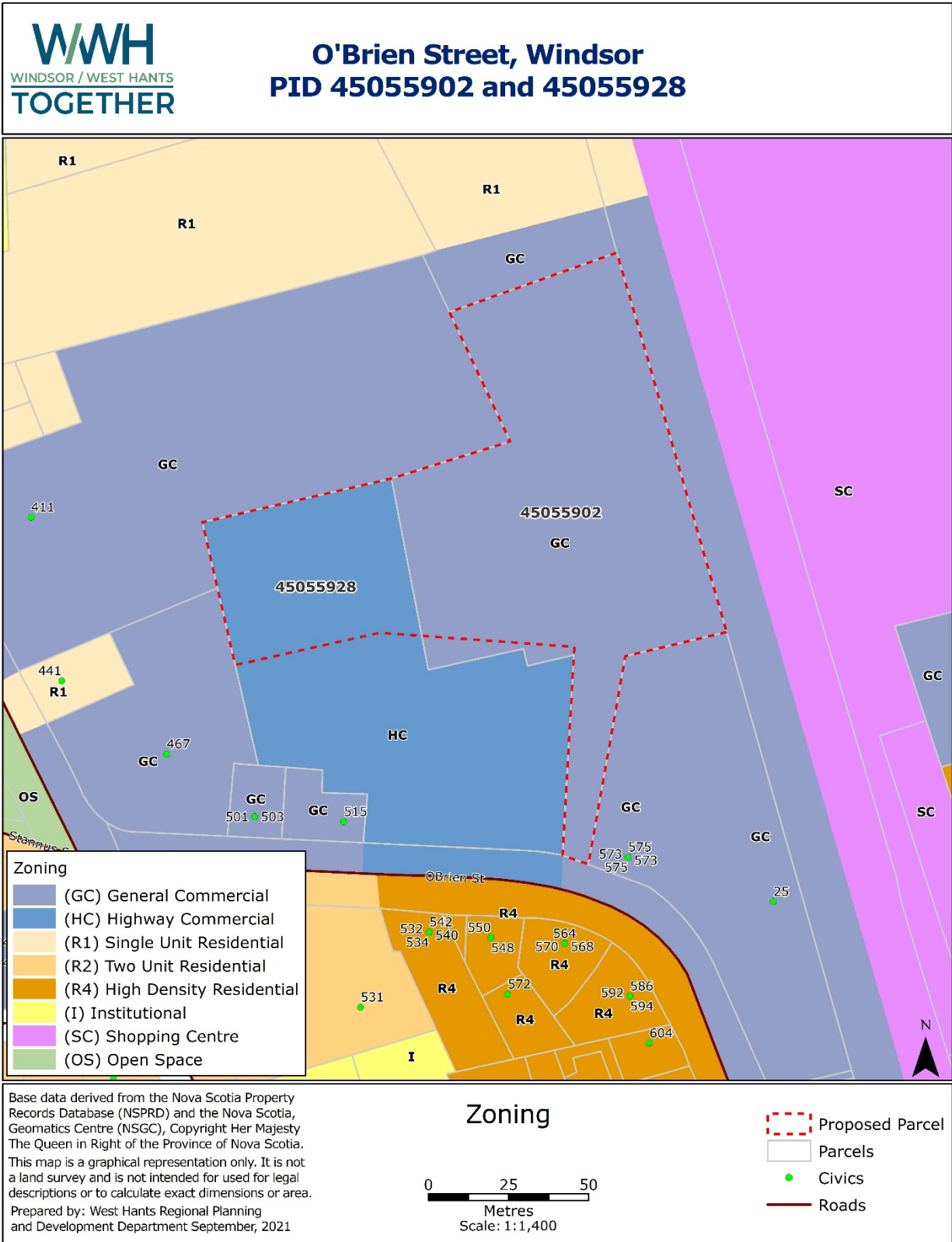
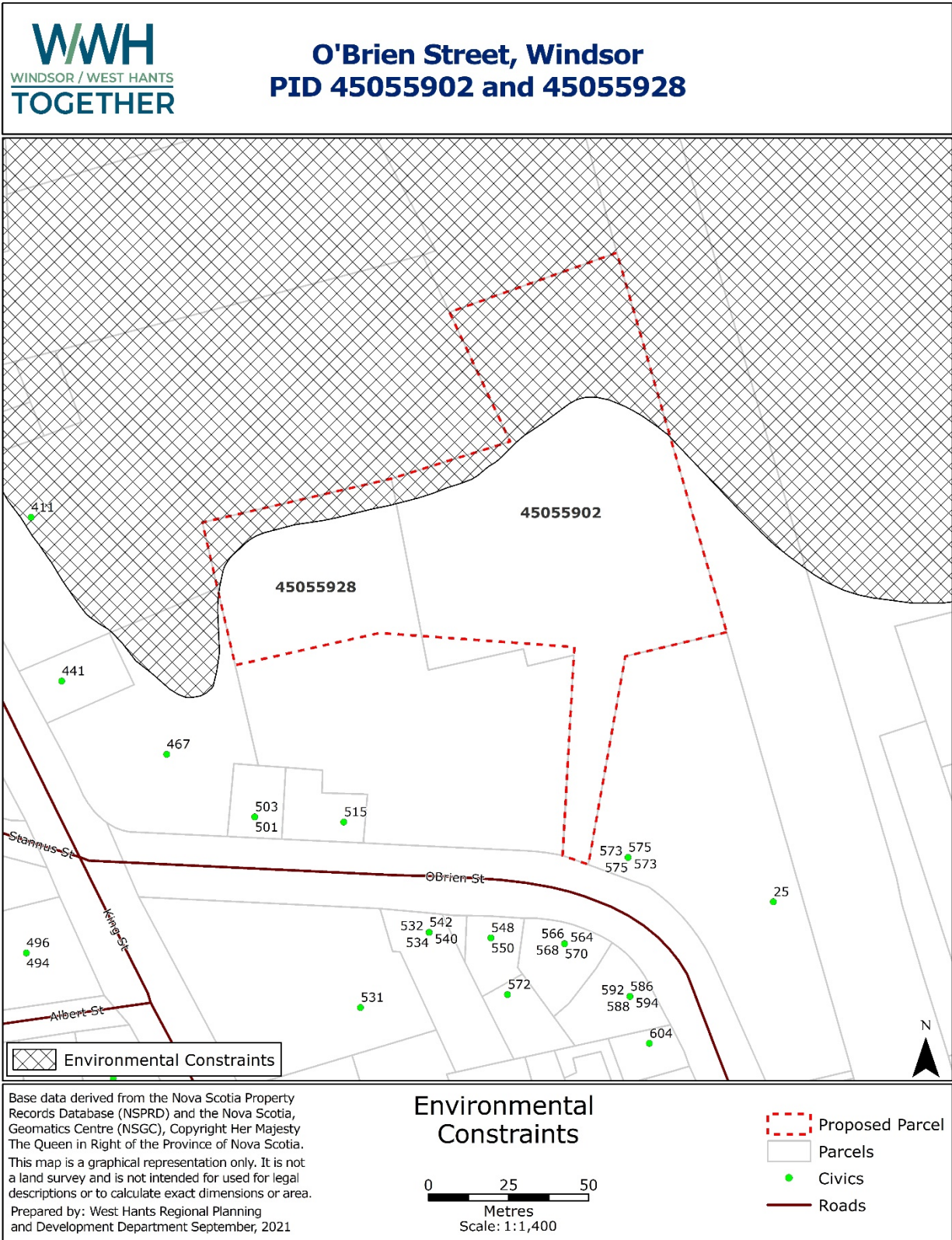


Figure 3
Windsor Environmental Constraints Extract



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
<p><i>(a) the proposed development consists of a combination of uses which may include commercial, light industrial, recreational, institutional and residential;</i></p>	<p>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.</p>
<p><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></p>	<p>The applicant is proposing the apartment buildings to:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p>
<p><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></p>	<p>Not applicable as the subject lot is currently vacant.</p>
<p><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></p>	<p>Not applicable as the subject lot is not located in an Architectural Control District.</p>
<p><i>(c) the density and scale of the development are compatible with the surrounding area;</i></p>	<p>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.</p>

	<p>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.</p> <p>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.</p>
<p><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></p>	<p>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.</p>
<p><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></p>	<p>Not applicable as no light industrial uses are being proposed.</p>
<p><i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i></p>	<p>The applicant is proposing to provide a minimum of 20,000 sq ft of recreational space and a balcony for each apartment unit.</p>

	<p>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.</p> <p>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.</p>
<p><i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i></p>	<p>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.</p> <p>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.</p>

<p><i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to access, parking, noise and hours of operation;</i></p>	<p>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.</p> <p>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.</p>
<p><i>(i) no outdoor storage is permitted;</i></p>	<p>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.</p>
<p><i>(j) any other matter which may be addressed by development agreement; and</i></p>	<p>All other matters are addressed elsewhere in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1.</i></p>	<p>Please see Attachment B for further details.</p>

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>	<p>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.</p> <p>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.”</p> <p>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</p>

	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.

<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>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."</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>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.</p>
<p><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></p>	<p>The subject lot is relatively flat. There are no watercourses, marshes or bogs identified on the mapping for the site.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p>
<p><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></p>	<p>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.</p> <p>All Municipal, Provincial and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All other matters have been addressed elsewhere in this report.</p>

**Attachment C
Draft Development Agreement**



West Hants

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

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	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips <p>Applicant:</p> <ul style="list-style-type: none"> • Clark Wilkins, Property Owner / Applicant • Chrystal Fuller, Planning Consultant <p>As this meeting was held virtually there were no members of the public present.</p>
<p>Applicant Clark Wilkins, Property Owner Chrystal Fuller, Brighter Community Planning & Consulting</p> <p>Property O'Brien St, Windsor, PID 45055902</p>	<p>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.</p> <p>A formal presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The meeting was adjourned at 6:08 p.m.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-12-16

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

LEGISLATIVE AUTHORITY

Section 71C of the Municipal Government Act

RECOMMENDATION

...that Council gives Second Reading to and approves 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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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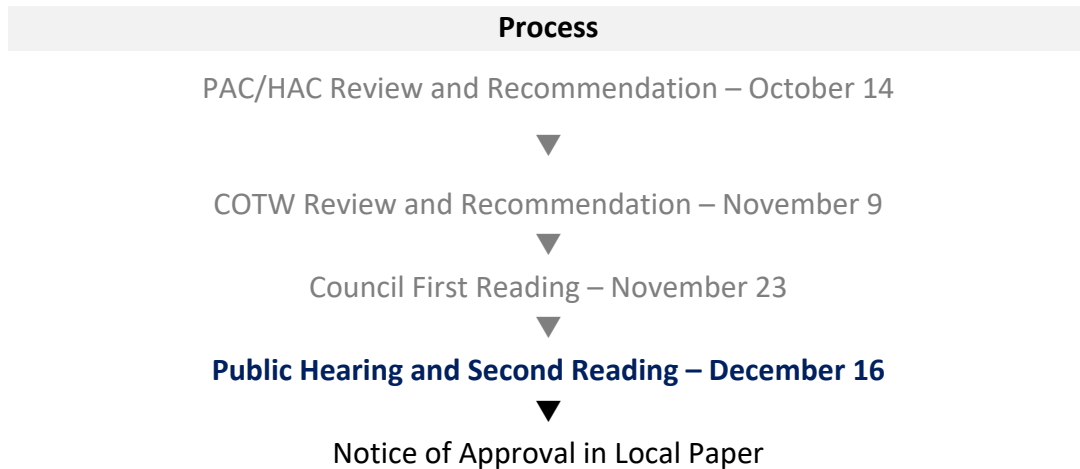
The Commercial Development District Improvement (CDDI) By-law allows the phase-in of up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. This Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

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 recommended in favour of the proposed Regional CDDI By-law on October 14, 2021.

COTW reviewed and recommended in favour of the Regional CDDI By-law on November 9, 2021 (Appendix A).

Council held first reading on November 23, 2021.

NEXT STEPS



APPENDIX

Appendix A

2021-11-09 Report to COTW - Commercial Development District Improvement By-law; File # 20-21

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



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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



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 <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
--------------------------------------	--	---	--

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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
--	---	--------------------------------------	---------------------------------	--	--

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.

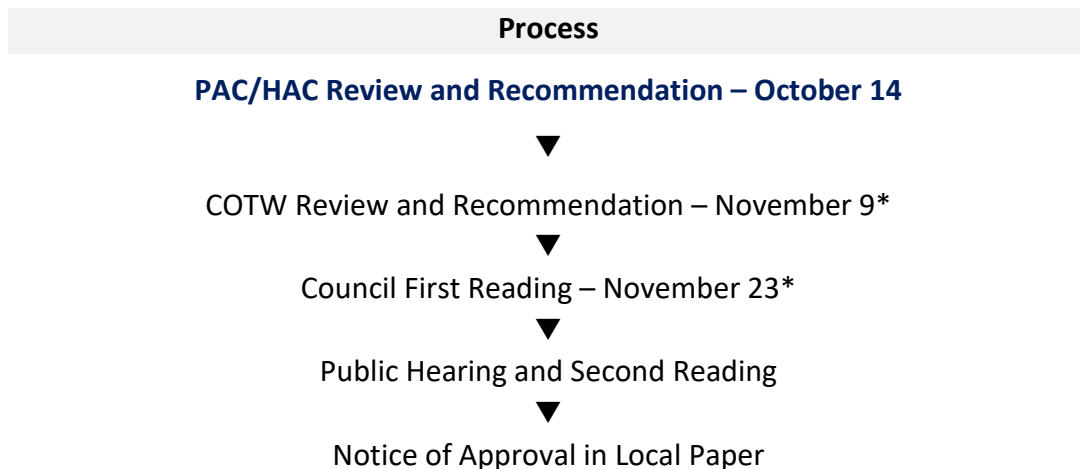
The agreement will be registered with the deed information for the property at the Land Registry Office. If the property owner sells the property, the subsequent owner has the option of taking over the agreement.

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

Attachment A



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



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

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:
$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} - \text{Base Year Taxable Assessed Value};$$
- (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



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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.

REQUIREMENT 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*.

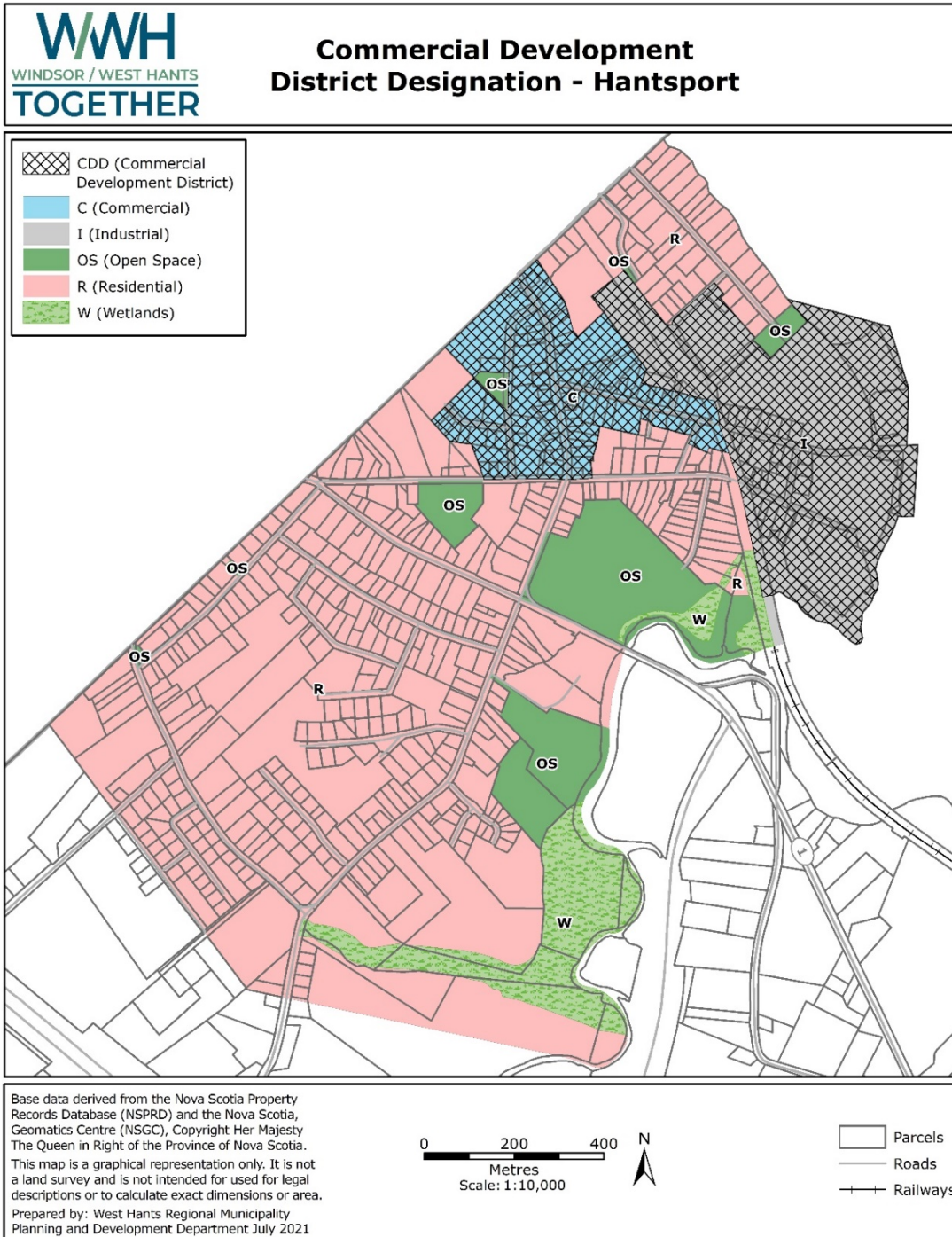
REPEAL

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





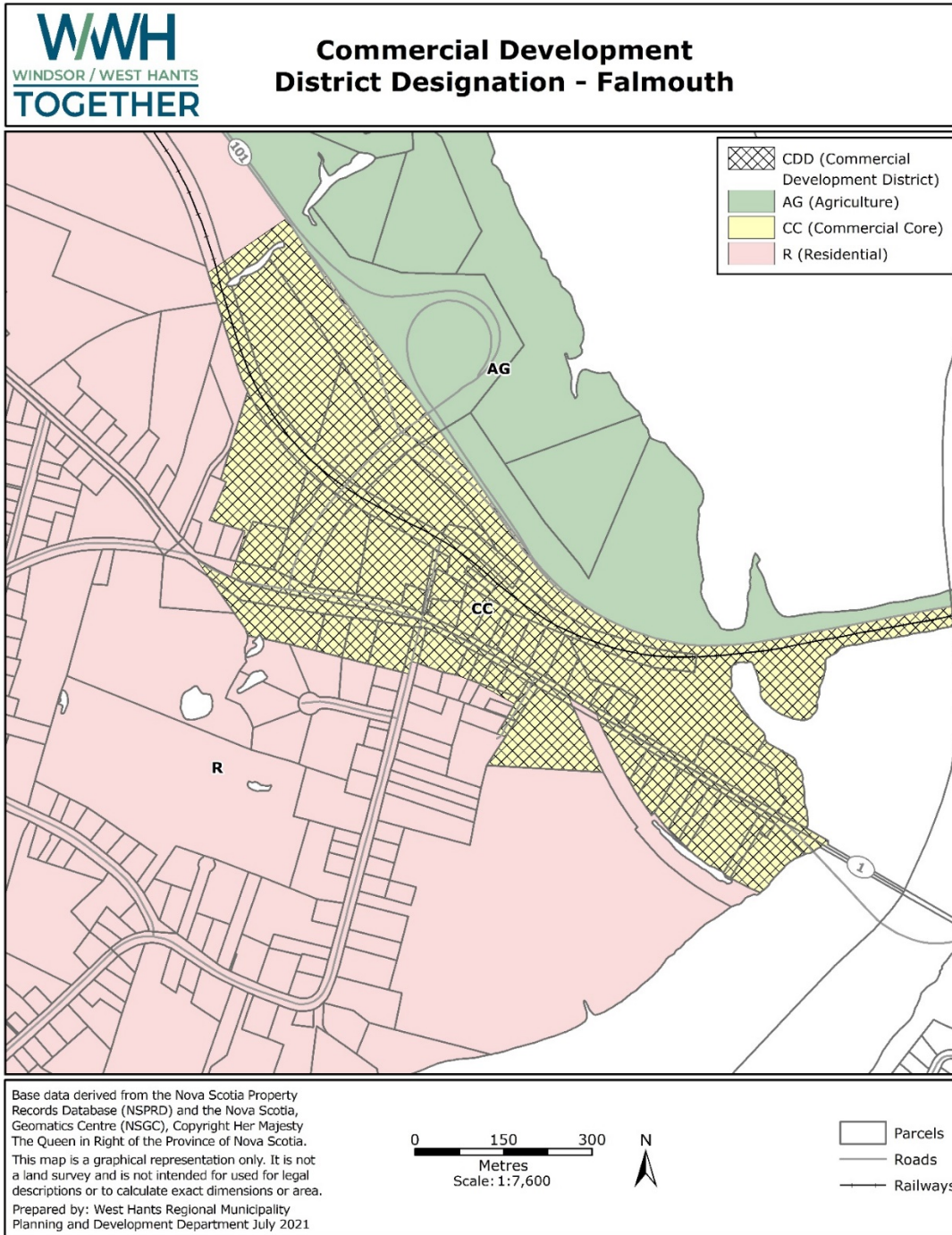
West Hants

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APPENDIX "B"

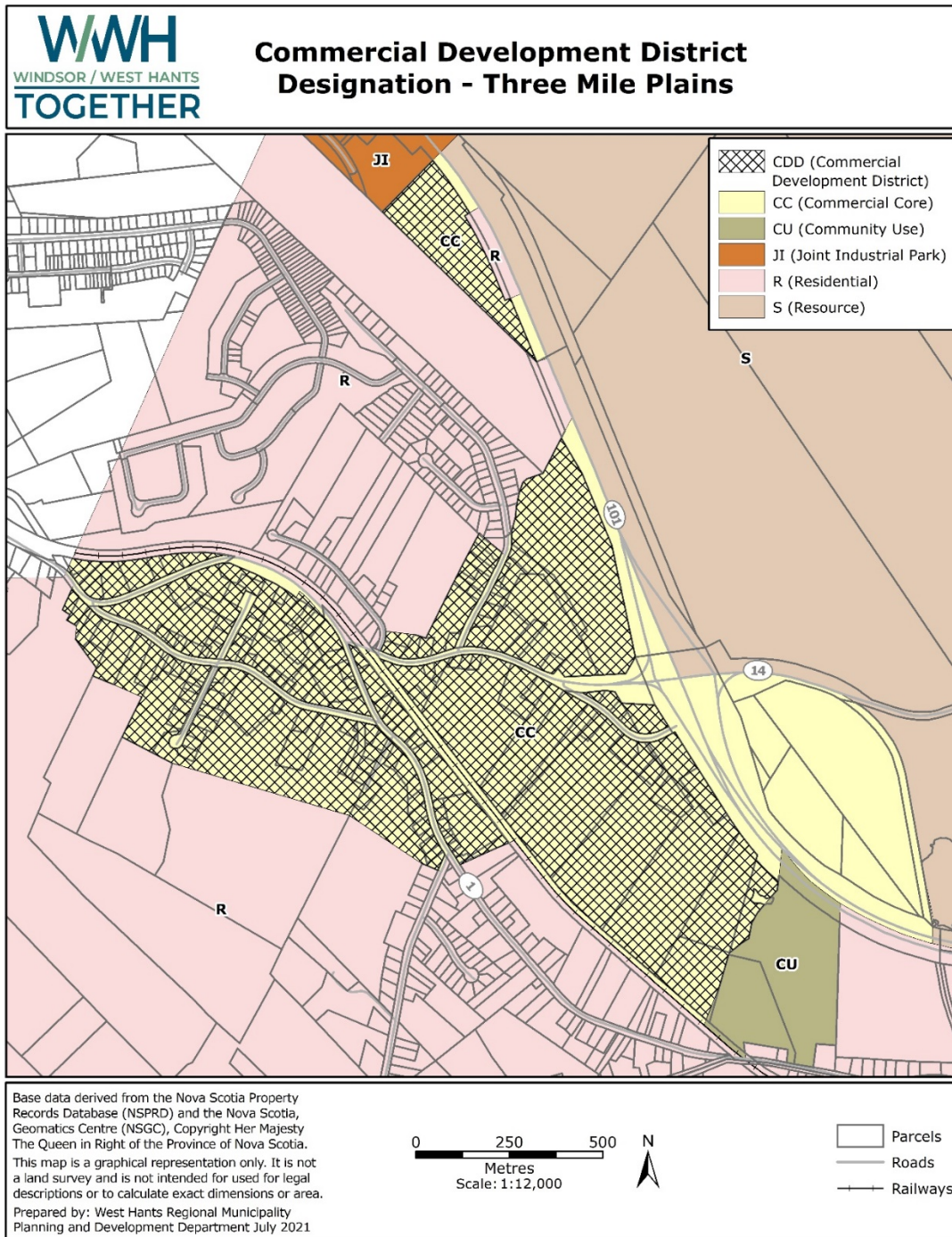
Commercial Development District Designation – Falmouth





APPENDIX "C"

Commercial Development Designation – Three Mile Plains





APPENDIX "D"

Commercial Development District - Windsor





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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



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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.



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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



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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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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

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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.



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SCHEDULE "A"

Legal Description of the Property



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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

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
COMMERCIAL DEVELOPMENT DISTRICT
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	<i>date</i>
Notice Published	<i>date</i>
Second Reading & Approval	<i>date</i>
Final Publication	<i>date</i>
Notice to Municipal Affairs	<i>date</i>
Description:	

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

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.

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.

REQUIREMENT TO REVIEW THIS BY-LAW

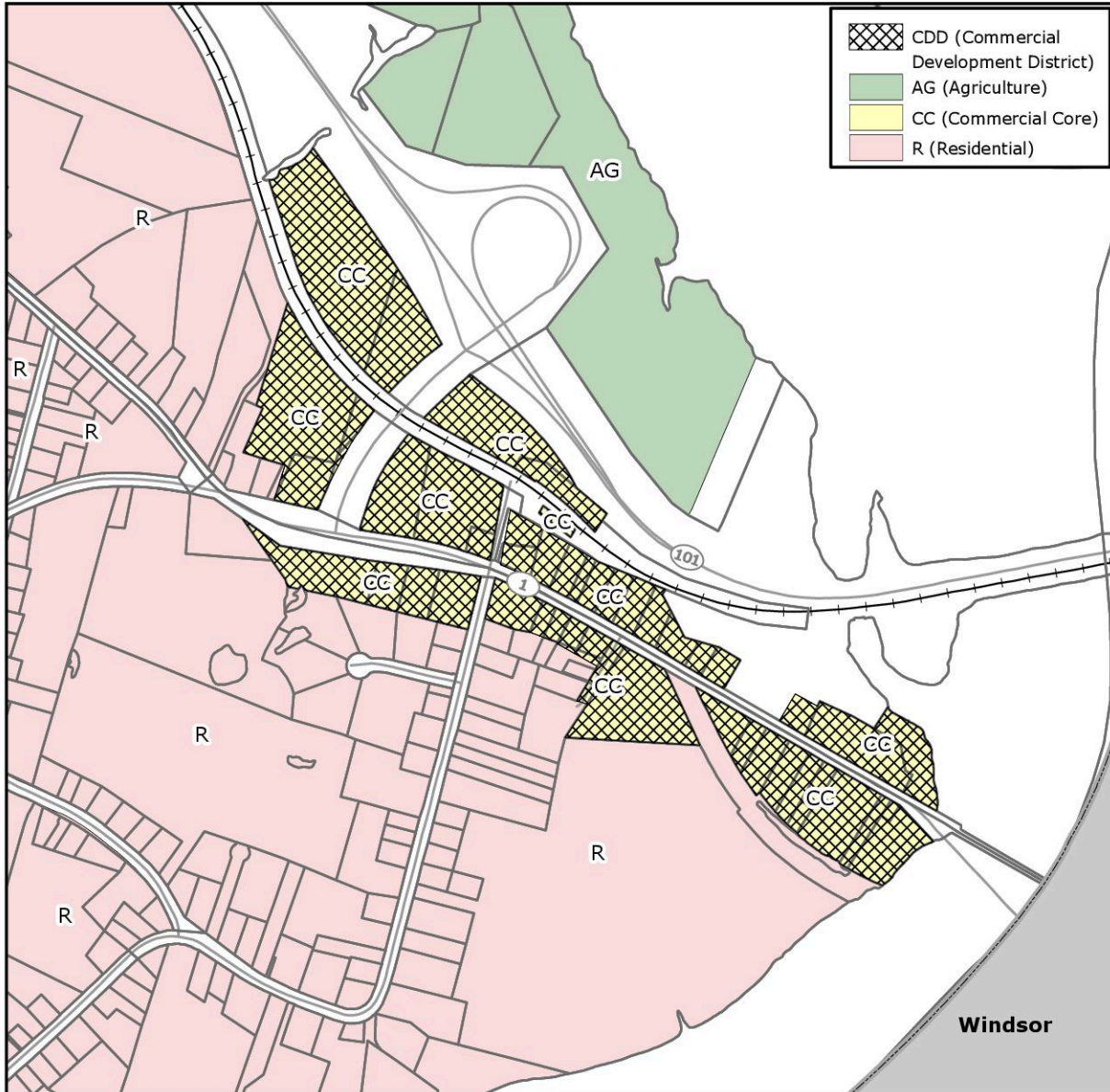
23. This By-law shall be reviewed by the Municipality within four years of its coming into force and every four years thereafter in accordance with Section 71E of the *Municipal Government Act*.

APPENDIX "A"

West Hants Commercial Development District Designation – Falmouth



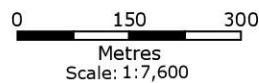
**West Hants GFLUM Commercial
Development District Designation - Falmouth**






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 Planning Department December 2018



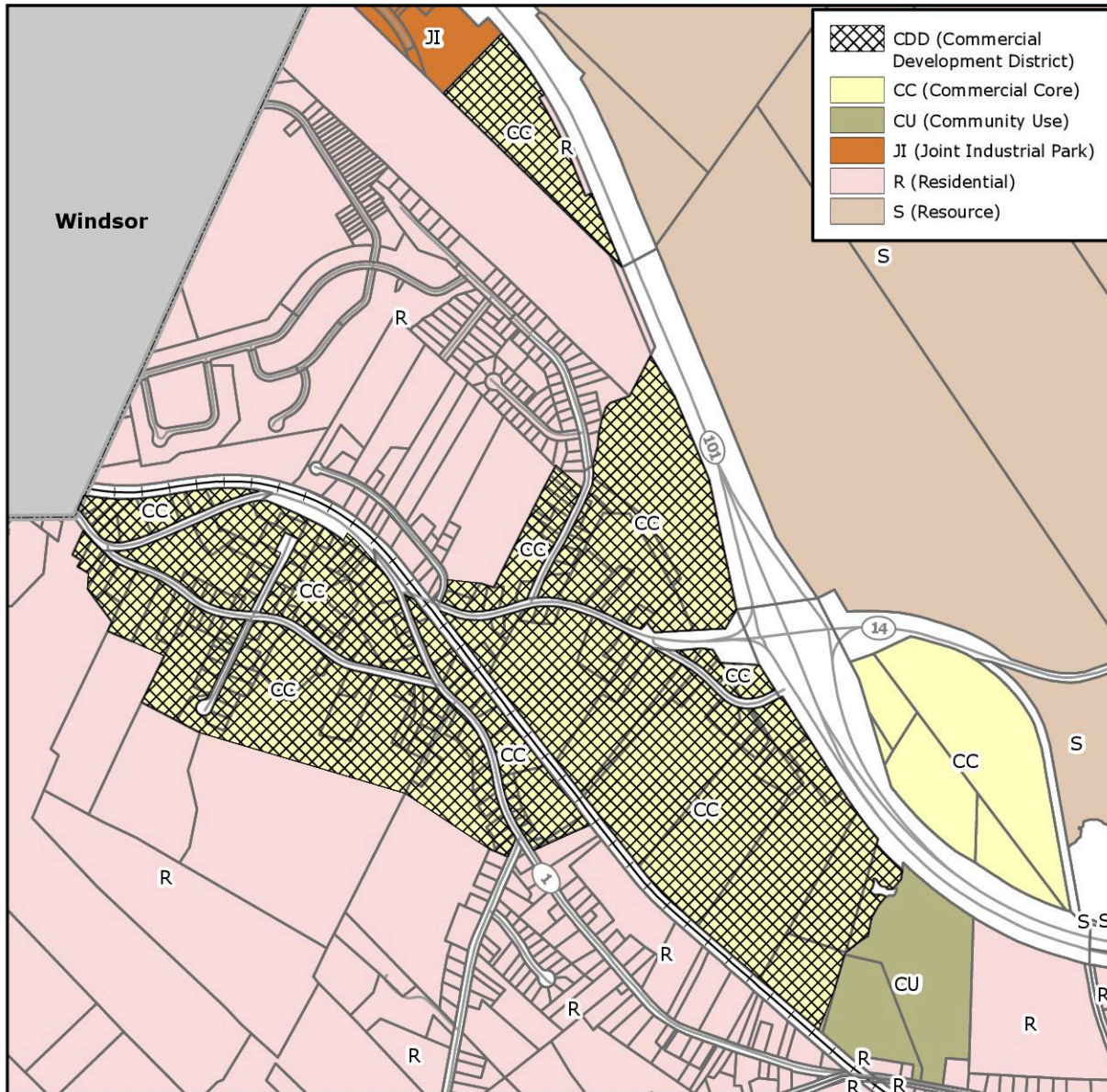
-  Parcels
-  Road
-  Railway

APPENDIX "B"

West Hants Commercial Development Designation – Three Mile Plains



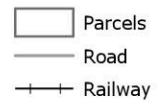
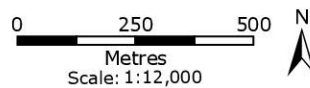
West Hants GFLUM Commercial Development District Designation - Three Mile Plains



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Prepared by: West Hants Planning Department December 2018

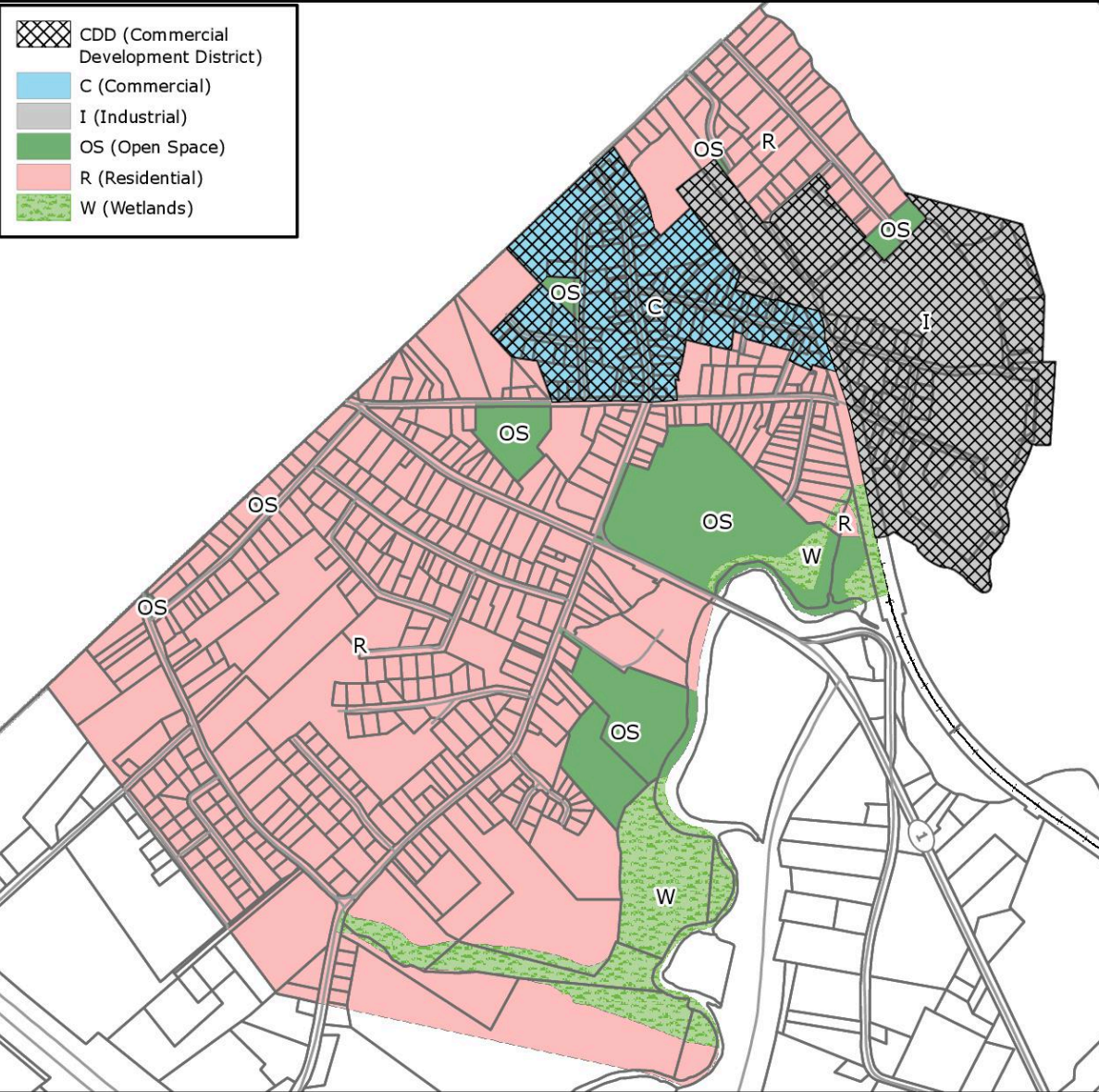


APPENDIX "C"

Hantsport Commercial Development District



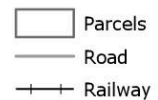
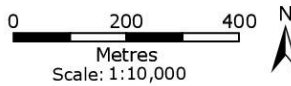
Hantsport GFLUM Commercial Development District Designation - Hantsport



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This map is a graphical representation only. It is not a land survey and is not intended for used 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



BY-LAW

C-002

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:

Yrs	(4) Rebate %	(5) = (2-1) Rebate Eligible Assessment	(6) = (5 x 3) Rebate Eligible Taxes	(7) = (6 x 4) **Annual Rebate \$	(8) 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**

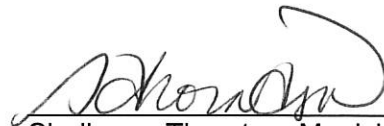
Dates of advertisement of Notice of Intent to Consider: **October 02, 2018 & October 05, 2018**

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

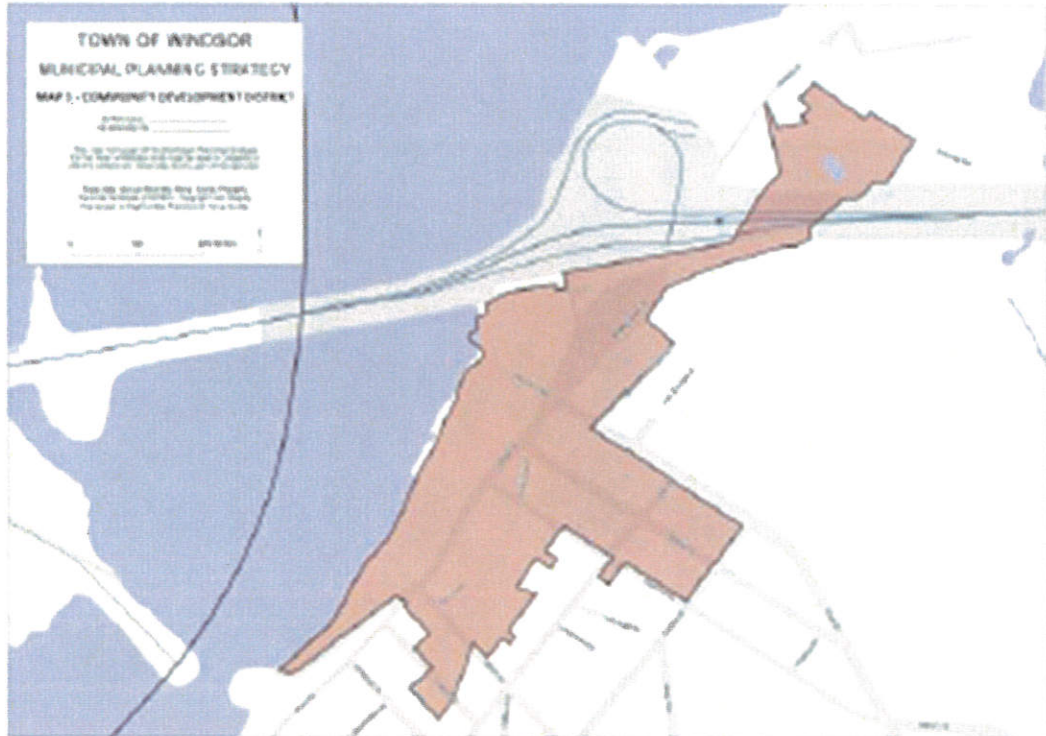
- (1) Where a council makes a by-law pursuant to subsection 71C(2), the clerk shall submit a certified copy of the by-law to the Minister.
- (2) The Minister shall review the by-law and determine whether the by-law appears to affect a provincial interest or conflict with the law.
- (3) Where the Minister 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





**WEST HANTS REGIONAL MUNICIPALITY
Mayors Report**

To: West Hants Regional Municipality Council

Submitted by: Mayor Zebian

Date: December 16, 2021

A lot has been happening the past month Council. The Santa Parade of Lights was a success! Hundreds of people lined the roads to watch Santa drive through. It was a wet snowy night but very magical.

I had an opportunity to stop down to the Hants Shore Health Center to deliver a Christmas tree and chat with the ladies. Such a great asset and very much needed in the community.

The first Festoon event was a success in Hantsport! Many came out and had a blast. Businesses have reported it was a great boost and hope to continue to make it bigger and better!

Christmas Angels once again was a huge success. Over \$70,000 was raised making it the biggest yet! Thank you to Bert and Sherri Frizzel for being a huge contributor or Tony Bonang and Family for purchasing the Sou'Wester for a record 10th time.

I had the pleasure of hosting Santa's Little Helpers with Darrin Harvey on KROCK. Another great cause that generates a lot of funds to help those in need.

I had the pleasure of attending the People First Christmas Dinner. Such a great group who have such a positive outlook on everything.

Many conversations have been happening in regards to Fort Edward. A lot of history being shared with me about the area and it's importance.

Also many discussions with developers about the area, our planning documents, councils' vision, among many other questions. It is my opinion that council should be proactive with designation of future land uses and set a vision for the area.

Please remember to think of those less fortunate this time of year and donate to our local food banks which so many depend on. Stop in and visit a neighbour or someone who may be alone and give them a small boost for the season. Let's continue to INSPIRE the best in people. Merry Christmas and have a safe and happy New Year!



Committee of the Whole Excerpts
December 7, 2021

Audit Committee Member Appointment

The 2020-21 Audit Period has concluded and under the guidelines in Council's Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E, annual appointments of eligible candidates are required for the Resident and Council members.

The recommended motion was...

... THAT COMMITTEE OF THE WHOM RECOMMENDS COUNCIL APPROVE THE REAPPOINTMENT OF JANE DAVIS, TO THE AUDIT COMMITTEE FOR THE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022.

AND

COUNCIL NOMINATE AND APPOINT TWO COUNCIL MEMBERS TO THE AUDIT COMMITTEE FOR THE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

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

Date: December 7th, 2021

Subject: Audit Committee Appointments

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 44, Subsection 4 and 5

WHRM Meeting and Committee Procedural Policy RCOGE-003.00 – Appendix E

RECOMMENDATION or DECISION REQUEST

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

Council approve the reappointment of Jane Davis, to the Audit Committee for the period of January 1, 2022 to December 31, 2022.

And

Council nominate and appoint two Council members to the Audit Committee for the period of January 1, 2022 to December 31, 2022.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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The 2020-21 Audit period has concluded and following the guidelines in Council's Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E, annual appointments of eligible

candidates are required for the Resident and Council members. Members of the committee serve a one-year term and are eligible for reappointment to serve up to two – one-year terms. Of the previous committee members, the following are eligible for reappointment.

- Councillor Sherman*
- Councillor Mark McLean*
- Resident Member, Jane Davis

*Requires being nominated.

The Audit Committee had one resident member ineligible for reappointment, so the vacancy was advertised.

DISCUSSION

An advertisement for the one resident member vacancy for the Audit Committee was placed in the Valley Journal Advertiser, as well as on the Municipal website and Facebook page. The ad invited individuals meeting the criteria to participate on this committee. Interested residents were asked to submit a letter of interest to the Director of Financial Services by November 22, 2021. There were no responses to the advertisement. As per the Council's Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E, the vacancy will be advertised every six months until this requirement is met (this also meets the Municipal Government Act requirements).

If appointed to the Audit Committee, Council and Resident members will serve a one-year term to expire in December 2022. This service term is in direct correlation with the scheduling of 2021-22 audit. Annual appointments will occur for the Audit Committee each December.

NEXT STEPS

- Notify appointed members and begin training.
- Readvertise the vacancy in May 2022.

FINANCIAL IMPLICATIONS

In accordance with the Council Remuneration Policy, Resident Committee Members are provided a meeting honorarium. The associated costs are included in the annual operating budget.

ALTERNATIVES


N/A

ATTACHMENTS

Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: 
Carlee Rochon, Director, Financial Services

Report Reviewed by: _____
Shelleena Thornton, Municipal Operations Supervisor

Report Approved by: 
Mark Phillips, Chief Administrative Officer

APPENDIX E
Audit Committee

1. PURPOSE

- 1.1. The primary purpose of the Audit Committee (the "Committee") is to provide advice to Council on all matters relating to audit and finance. The objective of the Committee is to:
- a) fulfil the requirements outlined in Section 44 of the *Municipal Government Act*; and
 - b) assist Council in meeting its oversight responsibilities by ensuring the adequacy and effectiveness of financial report, risk management and internal controls.

2. SCOPE

- 2.1. This Policy is applicable to all serving members Audit Committee.

3. DEFINITIONS

- 3.1. In Appendix E,
- a) "Auditor" means the External Auditor conducting the audit of the Municipality;
 - b) "CAO" means the Chief Administrative Officer for the Municipality;
 - c) "Director of Finance" means the Director of Financial Services for the Municipality;
 - d) "Municipality" means the West Hants Regional Municipality.

4. COMMITTEE COMPOSITION

- 4.1. Council will annually appoint members to an Audit Committee.
- 4.2. The Audit Committee will consist of five (5) members: the Mayor, two Council members, and two resident members who are not members of Council or Municipal Staff.
- a) Resident members should be sufficiently versed in financial matters to understand the Municipality's account practices and policies and the major judgements involved in preparing the financial statements.
 - b) Where an audit committee does not include any resident members, the audit committee will continue to meet and perform its duties and may exercise its powers. The Municipality will advertise to recruit resident members at least once every six months until the requirement is met.
 - c) The Mayor will chair the Audit Committee meetings, and in their absence, another appointed Council member will chair.
 - d) The CAO and/or Director of Financial Services will provide staff support to the Committee. They are not voting members of the Committee.

- e) The Council Remuneration Policy will be followed regarding any remuneration for the two resident members.
- f) All members must abide by the Administrative Terms of Reference set out by the Committee and reviewed the by CAO.

5. DUTIES AND RESPONSIBILITIES

5.1. Audit:

- a) Review the qualifications, independence, quality of service, performance, and fees of the auditors and recommend the appointment of an auditor to Council.
- b) Carry out the responsibilities of the Audit Committee contained in Section 44 of the *Municipal Government Act*, in consultation with Management.

5.2. Finance and Risk Management

- a) Review with Management the quarterly financial updates and recommend to Council to be received.
- b) Management will give a presentation on all financial policies used in the preparation of the external financial statements; at the first annually meeting of the year.
- c) Review with Management the adequacy of internal controls.
- d) Review with Management annually risk management practices including insurance coverage.

6. ADMINISTRATION

- 6.1. Meetings of the Audit Committee will be held at least quarterly. Additional meetings may be necessary to review items relating to the audit and will be called by the Chair.



Committee of the Whole Excerpts
December 7, 2021

Bulk Water Decision Request

During the 2021-10-12 Committee of the Whole, the bulk water filling station and UARB rates were reviewed. Concerns were raised regarding the increase, reason behind the increase and the affordability.

At the November 23rd meeting, the following motion made and then postponed by motion until the Dec. 7, 2021 Committee of the Whole Meeting for more information.

Moved by Councillors M. McLean and Ivey 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.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMEND COUNCIL POSTPONE INDEFINITELY THE BULK WATER FILLING STATION RECOMMENDATION AS IDENTIFIED AT THE NOVEMBER 23, 2021 COUNCIL MEETING.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information	Recommendation <input type="checkbox"/>	Decision Request <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input type="checkbox"/>	Public Opinion <input checked="" type="checkbox"/>	Environment <input checked="" type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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.
- 2020-21 Bulk and Residential Water Comparisons

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 <input checked="" type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 <input type="checkbox"/>	Public Opinion <input checked="" type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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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 - Prescribed	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					
				Depreciation Fund Balance beginning of year	1,222,097
Outside Sources	1,460,000			Interest on Fund balance	15,276
Depreciation fund	653,500			Fund balance before expenditures	1,553,568
Long Term Debt	0			Depreciation Contribution for the Year	379,526
Capital out of revenue	0			Depreciation Spent During the Year	-653,500
TOTAL	2,113,500			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					
			Depreciation Fund Balance beginning of year		226,298
Outside Sources	250,000		Interest on Fund balance		2,829
Depreciation fund	342,500		Fund balance before expenditures		229,127
Long Term Debt	0		Depreciation Contribution for the Year		452,129
Capital out of revenue	0		Depreciation Spent During the Year		-342,500
TOTAL	592,500		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		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 Amortization 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	Percent	General Service	Percent	Fire Protection
	Utility Plant in Service Previous Year	Additions					
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							
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							
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							
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	Percent	General Service	Percent	Fire Protection
	Utility Plant in Service Previous Year	Additions					
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							
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							
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							
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	Percent	General Service	Percent	Fire Protection
	Utility Plant in Service Previous Year	Additions					
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							
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							
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							
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							
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							
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							
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 Depreciaiton 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		
Administration 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		
Administration 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

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			
Cost Base	2019/20	2020/21	2021/22
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

Hantsport

West Hants Water Utility Comparison of Current Water Rates with Proposed New Rates 2018/19										
Meter Size	Average Quarterly Consumption 1st Block	Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
		Current	Proposed		Current	Proposed		Current	Proposed	
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

West Hants Water Utility Comparison of Current Water Rates with Proposed New Rates 2018/19										
Meter Size	Average Quarterly Consumption 1st Block	Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
		Current	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 1st Block	Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
		Current	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	Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	Current			Proposed	Current		Proposed	Current	
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	
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

Year	Principal	Interest	Total	Balance
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

Year	Principal	Interest	Total	Balance
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

Year	Principal	Interest	Total	Balance
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

Year	Principal	Interest	Total	Balance
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
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 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
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.

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.

B

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	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	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	Projected Interest	
	<u>Year</u>	<u>Rate</u>	<u>Estimated Term in Years</u>
	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	2018/19	2019/20	2020/21	2021/22	2022/23
	(Actual)	(Budget)	(Budget)	Test	Test	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	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	68,319
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				
Power and Pumping Structures	0	50	0.05	0
Treatment Equipment	15,000	75	0.05	750
Equipment				
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				
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

Capital Spending

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				
Power and Pumping Structures	0	75	0.0133	0
Treatment Equipment	0	75	0.0500	0
Equipment				
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				
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"	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

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

#####

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/quarter	Existing	Proposed	%	Existing	Proposed	%	Existing	Proposed	%
15mm - 5/8"	37	60.01	60.01		59.27	59.27		-	119.28	
19 mm - 3/4"	55	90.02	90.02		88.48	88.48		-	178.50	
25 mm - 1"	180	150.03	150.03		288.24	288.24		-	438.27	
37 mm - 1.5"	283	300.06	300.06		452.94	452.94		-	752.99	
50 mm - 2"	286	480.09	480.09		458.07	458.07		-	938.16	
75 mm - 3 "	1,443	960.18	960.18		2,307.32	2,307.32		-	3,267.49	
100 mm - 4"	279	1,500.28	1,500.28		445.59	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/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	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	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

Year	Loan Balance	Principal	Interest	Total
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

Year	Loan Balance	Principal	Interest	Total
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

Year	Loan Balance	Principal	Interest	Total
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

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

Comparison of Bulk and Residential Water Costs 2020/21

	Residential Cost	Bulk Cost Nov 2021	Bulk Cost pre Nov 2021
Base Charge 5/8 Meter	\$ 62.25	\$ -	\$ -
Per Cubic Meter	2.45/ m3 (220 gallons)	\$7.20/m3 (220 gallons)	\$7.50 / 600 gal or 2.75/m3 (220 gallons)
Per Imperial Gallon	0.01114	0.03273	0.01250
Per 1100 Gallons (approximately 1 load of water for haulers* supplied by Councillor Smith)	\$ 12.25	\$ 36.00	\$ 13.75
Total Costs - 1 load or 1100 gallons used	\$ 74.50	\$ 36.00	\$ 13.75

Scenario 1			
@ 1 cubic meter (220 gallons)* Presented at Council	\$	64.70	\$ 7.20
			\$ 2.75

Scenario 2			
@ 2 loads of water per week (2200 gallons)	\$	86.75	\$ 72.00
			\$ 27.50

Scenario 3			
@ 6 loads of water per week (6600 gallons)	\$	135.75	\$ 216.00
			\$ 82.50

*Bulk Water Haulers can recoup cost through sales, unlike residential costumers.

Revenue Examples:

Research on a cost of load of water to customers - 1000 gallons for \$125 for delivery up within 10 kms of Windsor

	Bulk Cost Nov 2021	Bulk Cost pre Nov 2021
@ 1 load of water		
What customers pay @ 125/per load	\$ 125.00	\$ 125.00
Water costs for 1000 gallons	\$ 32.73	\$ 12.50
Assuming customer is within the 10km range		
Estimated within 10kms of filling station 10kms x 2 trips	\$ 9.23	\$ 9.23
Using Provincial KMs Rate .4615/per km @ 10kms	\$ 4.62	\$ 4.62
Estimated revenue remaining	<u>\$ 78.43</u>	<u>\$ 98.65</u>
@ 6 loads of water		
What customers pay @ 125/per load	\$ 750.00	\$ 750.00
Water costs	\$ 196.36	\$ 75.00
Assuming customers is within the 10km range		
Estimated within 10kms of filling station 10kms x 12 trips	\$ 55.38	\$ 55.38
Using Provincial KMs Rate .4615/per km @ 6 x 10kms	\$ 27.69	\$ 27.69
Estimated revenue remaining	<u>\$ 470.57</u>	<u>\$ 591.93</u>



Committee of the Whole Excerpts
December 7, 2021

MCCAP 2022 Workplan

The 2022 Draft MCCAP Work plan was reviewed and revised at the November 10, 2021 MCCAP Committee. The plan is being submitted for review by Council.

The recommended motion was...

.....THAT COMMITTEE OF THE WHOLE RECOMMEND THAT COUNCIL PLACE THE MCCAP 2022 WORK PLAN ON FILE IN A MANNER SUBSTANTIVELY THE SAME AS REVISED BY THE MCCAP COMMITTEE AT THE MEETING ON NOVEMBER 10, 2021



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-12-07

Subject: MCCAP 2022 Work Plan

LEGISLATIVE AUTHORITY

Municipal Climate Change Action Plan (MCCAP) Committee Terms of Reference, Section 4.

RECOMMENDATION

...that Committee of the Whole place on file the MCCAP 2022 Work Plan in a manner substantively the same as revised by the MCCAP Committee at the meeting on November 10, 2021.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input checked="" type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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Based on the MCCAP Committee Terms of Reference, a work plan needs to be submitted to Committee of the Whole for review on an annual basis.

DISCUSSION

Staff presented a draft MCCAP 2022 work plan to the MCCAP Committee on November 10, 2021 (Appendix B).

The MCCAP Committee discussed the work plan items in length and decided to add a few additional projects that, when implemented, would have direct impact on reducing the

Municipalities greenhouse gas emissions. The following actions were added to the “tasks to complete” list:

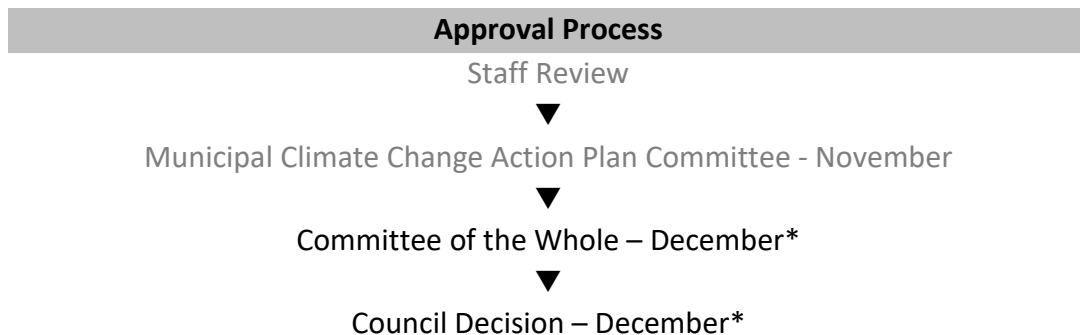
- Explore the potential for a small to medium scale solar energy project;
- Implement an electric vehicle charging station;
- Conduct a feasibility study for electric vehicle fleet conversion; and
- Hire a dedicated GHG emissions reduction employee.

As part of these work plan items, the MCCAP Committee will be requesting mapping of the 3-phase power within WHRM and inviting speakers to discuss the siting requirements and costs of solar panels, electric vehicle chargers and electric vehicles. The 3-phase power mapping will help determine feasible locations to implement a solar project and level 3 electric vehicle chargers. The information provided by guest speakers will inform MCCAP Committee members on items to include in a potential Request for Proposals (RFP) for these items, should the MCCAP Committee recommend, and Council approve, funding for these items in the 2022-23 budget. External funding and partnerships will also be sought for many of these projects.

The MCCAP Committee also decided to move the Windsor Flood Risk Assessment to the list of on-going actions since Council had recently approved the study to move forward.

The MCCAP Committee made the following motion “...that the MCCAP 2022 Work Plan be submitted to the Committee of the Whole to be placed on file in a manner substantively the same as revised by the MCCAP Committee at the meeting on November 10, 2021”.

NEXT STEPS



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are budget requests associated with the 2022 Work Plan. These requests would be submitted to Council for consideration with the MCCAP Committee 2022-23 budget. External funding and partnerships will also be sought for many of these projects.

ALTERNATIVES

In response to the report, COTW may:

- request staff revise the MCCAP 2022 Work Plan based on direction from the COTW;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A MCCAP 2022 Revised Work Plan

Appendix B 2021-11-10 Staff Report - MCCAP 2022 Work Plan

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
MCCAP 2022 Work Plan

Tasks to Complete		Cost of Action	Funding	Partners	Timing
Goal: Reduce Greenhouse Gas Emissions	Explore the potential for a small to medium scale solar energy project	Staff time and project costs (dependent on location, site conditions, number of solar panels, how much electricity the Municipality wants to offset, etc.)	Staff time; Applications for funding will be submitted when required	Planning / Public Works / Community Development / Office of the CAO	Solar installation by 2023
	Implement an electric vehicle charging station	Staff time and project costs (approx. \$6,000 for a level 2 charger; approx. \$50,000 for a level 3 charger)	Staff time; Applications for funding will be submitted when required	Planning / Public Works / Community Development / Office of the CAO	2022
	Participate in a feasibility study for electric vehicle fleet conversion	Staff time and project costs (approx. \$1,500 in-kind for study)	Staff time; Applications for funding will be submitted when required	Planning / Clean Foundation	2022
	Hire a dedicated GHG emissions reduction employee	Approx. \$30,000	Potential Eco Canada funding opportunities to cover up to 80% of the position for the first 12 months	Planning / Eco Canada	2022

	Work on Milestone 4 of the PCP program by implementing actions from the local action plan developed in Milestone 3	Staff time and project costs	Staff time; Applications for funding will be submitted when required	Planning / Public Works / Community Development / Office of the CAO	Annual
Goal: Increase awareness of local best practices	Continue the recognition program for businesses and community groups	Staff Time	Staff Time	Planning / Community Development	Began Summer 2021; Annual
Ongoing Tasks		Cost of Action	Funding	Partners	Timing
Goal: Update Windsor's storm drainage infrastructure to ensure it meets the future needs of the Town	Windsor Flood Risk Assessment	Staff Time and Consultant Costs	FRIP 50% Funding (up to \$39,109)	Public Works	Currently reviewing RFP's and recommendation to Council to proceed
Goal: Reduce the impact of anticipated climate change on infrastructure and development	Consider options to restrict zoning in flood-prone areas	Staff Time	Staff Time	Planning	Plan Review
Goal: Develop sustainable solutions to address	Work collaboratively with community groups, government	Staff Time	Staff Time	Public Works, Planning, Department of Agriculture	Fall 2021

sea-level risk in Avondale	organizations, and non-profits to assess sustainable solutions.				
Goal: Implement MCCAP	Annual action items review and update	Staff Time	Staff Time	Planning	Annual
	Annual review and update Terms of Reference	Staff Time	Staff Time	Planning	Annual
Goal: Heighten resident's awareness of flood risk and emergency preparedness	Public education	Staff Time	Staff Time	EMO	On-going
	Develop planning processes, policy and ordinances	Staff Time	Staff Time	EMO	On-going
Goal: Build mapping (GIS) capabilities	Update software as needed	Staff Time	Staff Time	Planning	On-going
Goal: Climate-informed Emergency Preparedness Plans	Annual review and update of All-Hazards Plan	Staff Time	Staff Time	EMO	On-going
Goal: Record storm surge impacts	Record storm surge impact details as means of improving emergency preparedness and response planning	Staff Time	Staff Time	EMO	On-going
Goal: Secure local source of aggregate	Identify possible sources of local aggregate in inventory of municipal land	Staff Time	Staff Time	EMO	On-going

Goal: Stormwater management planning	Implement findings from the Hantsport Storm Water Management Study	Staff Time	Staff Time	Public Works and Planning	On-going
	Implement findings from the Three Mile Plains Storm Water Management Study	Staff Time	Staff Time	Public Works, Planning, Department of Infrastructure and Renewal	On-going
Completed		Cost of Action	Funding	Partners	Completed
Goal: Reduce Greenhouse Gas Emissions	Complete Milestone 2 in the PCP program by providing the necessary information for Council to set an emissions reduction target for corporate and community emissions	Staff Time	Staff Time	Planning/ Public Works	August 2021
	Complete Milestone 3 in the PCP program by developing a local action plan	\$5,222.64 for summer student	MCCAP budget (Clean Foundation grant paid 50% of the position)	Planning/ Public Works, Clean Foundation	Submitted September 2021
Goal: Reduce Greenhouse Gas Emissions	Complete an updated GHG emissions inventory for corporate emissions	\$9,000	MCCAP Budget, Co-op Education Incentive	Clean Foundation	Fall 2019

	Complete a GHG emissions inventory for community emissions	\$25,000	MCCAP Budget, Co-op Education Incentive	Clean Foundation	Fall 2019
	Complete a GHG emissions forecasting model	\$36,000	MCCAP Budget	Clean Foundation	Winter 2020
Goal: Reduce the impact of anticipated climate change on municipal infrastructure along the Minas Shore	Complete the National Disaster Mitigation Program Risk Assessment Study	\$80,000	MCCAP Budget and National Disaster Mitigation funding	CBCL Limited Consulting and Government of Canada	Spring 2019
Goal: Stormwater management planning	Complete plan for Falmouth	\$50,000	PW Budget	Public Works	2016
	Complete plan for Hantsport	\$50,000	PW Budget	Public Works	2018
	Complete plan for Three Mile Plains	\$50,000	PW Budget	Public Works	2019
Goal: Build mapping (GIS) capabilities	Hire a GIS Technician	N/A	Planning	Planning	2015



Appendix B

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Members of Municipal Climate Change Action Plan Committee

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-10

Subject: MCCAP 2022 Work Plan

LEGISLATIVE AUTHORITY

Municipal Climate Change Action Plan (MCCAP) Committee Terms of Reference, Section 4.

RECOMMENDATION or DECISION REQUEST

Should the MCCAP Committee wish to forward the 2022 Work Plan to Committee of the Whole, the following motion would be in order:

...that the MCCAP 2022 Work Plan be submitted to the Committee of the Whole to be placed on file in a manner substantively the same as Appendix A attached to the planning staff report dated November 10, 2021.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input checked="" type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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Based on the MCCAP Committee Terms of Reference, a work plan needs to be submitted to Committee of the Whole for review on an annual basis.

DISCUSSION

Staff have outlined three tasks to complete on the 2022 MCCAP Workplan.

The first task is to reduce greenhouse gas (GHG) emissions by implementing action items from the local action plan developed in Milestone 3 of the Partners for Climate Protection (PCP) program. Completing these actions will take time since there are numerous items listed in the local action plan, however the MCCAP Committee can prioritize which actions they would like to work on each year. Prioritizing this task will ensure West Hants Regional Municipality (WHRM) is actively working towards the goal of a 45% reduction of both corporate and community emissions by 2030. Most actions can be completed using staff time; funding will be applied for to complete action items that require outside resources.

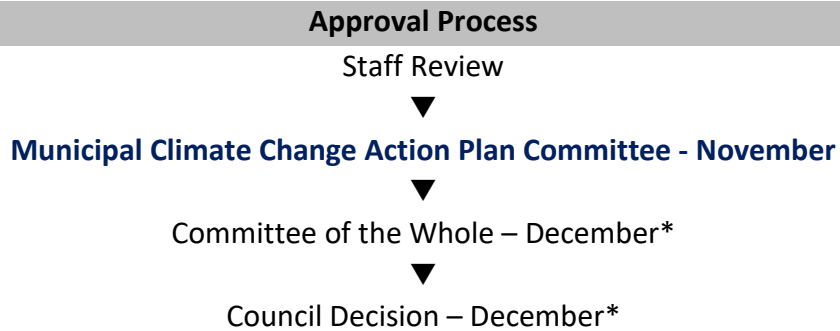
The second task on the workplan is to complete a Windsor Flood Risk Assessment study to provide information to update the community of Windsor's storm drainage infrastructure to ensure it meets the future needs of the community. In the past the MCCAP Committee has completed stormwater management plans for Falmouth, Hantsport and Three Mile Plains. The Public Works Department uses these plans to include storm water management and improvements within capital projects involving street projects that have a stormwater component. For example, Willow Street in Hantsport now has storm water separated with new infrastructure as part of a capital project. A flood risk assessment study for the community of Windsor will identify priorities in upgrades to the system to ensure flooding risk is mitigated. Public Works staff have applied for funding through the Flood Risk Infrastructure Improvement Program to assist with this project.

The third task is to create a recognition program for businesses and community groups. This task has been kept on the workplan from last year. Staff believe one of the best ways to inform the community on how to reduce emissions is to learn about examples of what other community members are doing within their area. Summer intern Jessica Pitman started a Green Business Initiative in the summer of 2021 which highlighted five (5) local businesses. Staff plan on continuing the Green Business Initiative next summer to get more businesses involved. The Green Business Initiative could also be extended to highlight local individuals that are tackling sustainable projects in their home or community. Staff will continue to add information to the community newsletters about the MCCAP Committee and projects the Committee has been doing. These initiatives will increase awareness of local best practices and help community members stay informed about ways to reduce their individual emissions.

One project that was moved to the "On-going Tasks" list was to consider options to restrict zoning in flood-prone areas. The Planning and Development staff are looking at completing this during the Plan Review with input from the MCCAP and Planning and Heritage Advisory (PAC/HAC) Committee's.

The Director of Public Works added a few comments regarding projects they have been working on to reduce Municipal GHG emissions. They commented that *"the anti-idling program for Municipal vehicles is still working and the fleet supervisor checks the vehicles regularly for excessive idling. The Public Works Department also have been installing LED lights regularly, and added heat pumps this year in the Public Works Depot's and Hantsport Water Treatment Plant which will reduce oil consumption."*

NEXT STEPS



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are budget requests associated with the 2022 Work Plan. These requests would be submitted to Council for consideration with the MCCAP Committee 2022 budget. External funding will also be sought for many of these projects.

ALTERNATIVES

In response to the report, the MCCAP Committee may:

- request staff revise the MCCAP 2022 Work Plan based on direction from the MCCAP Committee;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Appendix A MCCAP 2022 Work Plan

Report Prepared by: _____

Sara Poirier, Senior Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Appendix A
MCCAP 2022 Work Plan

Tasks to Complete		Cost of Action	Funding	Partners	Timing
Goal: Reduce Greenhouse Gas Emissions	Work on Milestone 4 of the PCP program by implementing actions from the local action plan developed in Milestone 3	Staff time and project costs	Staff time; Applications for funding will be submitted when required	Planning / Public Works / Community Development / Office of the CAO	Annual
Goal: Update Windsor's storm drainage infrastructure to ensure it meets the future needs of the Town	Windsor Flood Risk Assessment	Staff Time and Consultant Costs	FRIP 50% Funding (up to \$39,109)	Public Works	Currently reviewing RFP's and recommendation to Council to proceed Fall 2021 – Spring 2022
Goal: Increase awareness of local best practices	Create a recognition program for businesses and community groups	Staff Time	Staff Time	Planning / Community Development	Began Summer 2021; Annual
Ongoing Tasks		Cost of Action	Funding	Partners	Timing
Goal: Reduce the impact of anticipated climate change on infrastructure and development	Consider options to restrict zoning in flood-prone areas	Staff Time	Staff Time	Planning	Plan Review

Goal: Develop sustainable solutions to address sea-level risk in Avondale	Work collaboratively with community groups, government organizations, and non-profits to assess sustainable solutions.	Staff Time	Staff Time	Public Works, Planning, Department of Agriculture	Fall 2021
Goal: Implement MCCAP	Annual action items review and update	Staff Time	Staff Time	Planning	Annual
	Annual review and update Terms of Reference	Staff Time	Staff Time	Planning	Annual
Goal: Heighten resident's awareness of flood risk and emergency preparedness	Public education	Staff Time	Staff Time	REMO	On-going
	Develop planning processes, policy and ordinances	Staff Time	Staff Time	REMO	On-going
Goal: Build mapping (GIS) capabilities	Update software as needed	Staff Time	Staff Time	Planning	On-going
Goal: Climate-informed Emergency Preparedness Plans	Annual review and update of All-Hazards Plan	Staff Time	Staff Time	REMO	On-going
Goal: Record storm surge impacts	Record storm surge impact details as means of improving emergency preparedness and response planning	Staff Time	Staff Time	REMO	On-going

Goal: Secure local source of aggregate	Identify possible sources of local aggregate in inventory of municipal land	Staff Time	Staff Time	REMO	On-going
Goal: Stormwater management planning	Implement findings from the Hantsport Storm Water Management Study	Staff Time	Staff Time	Public Works and Planning	On-going
	Implement findings from the Three Mile Plains Storm Water Management Study	Staff Time	Staff Time	Public Works, Planning, Department of Infrastructure and Renewal	On-going
Completed		Cost of Action	Funding	Partners	Completed
Goal: Reduce Greenhouse Gas Emissions	Complete Milestone 2 in the PCP program by providing the necessary information for Council to set an emissions reduction target for corporate and community emissions	Staff Time	Staff Time	Planning/ Public Works	August 2021
	Complete Milestone 3 in the PCP program by developing a local action plan	\$5,222.64 for summer student	MCCAP budget (Clean Foundation grant paid 50% of the position)	Planning/ Public Works, Clean Foundation	Submitted September 2021

Goal: Reduce Greenhouse Gas Emissions	Complete an updated GHG emissions inventory for corporate emissions	\$9,000	MCCAP Budget, Co-op Education Incentive	Clean Foundation	Fall 2019
	Complete a GHG emissions inventory for community emissions	\$25,000	MCCAP Budget, Co-op Education Incentive	Clean Foundation	Fall 2019
	Complete a GHG emissions forecasting model	\$36,000	MCCAP Budget	Clean Foundation	Winter 2020
Goal: Reduce the impact of anticipated climate change on municipal infrastructure along the Minas Shore	Complete the National Disaster Mitigation Program Risk Assessment Study	\$80,000	MCCAP Budget and National Disaster Mitigation funding	CBCL Limited Consulting and Government of Canada	Spring 2019
Goal: Stormwater management planning	Complete plan for Falmouth	\$50,000	PW Budget	Public Works	2016
	Complete plan for Hantsport	\$50,000	PW Budget	Public Works	2018
	Complete plan for Three Mile Plains	\$50,000	PW Budget	Public Works	2019
Goal: Build mapping (GIS) capabilities	Hire a GIS Technician	N/A	Planning	Planning	2015



Committee of the Whole Excerpts
December 7, 2021

Riverview Road Hantsport Infrastructure Renewal Design

Public Works intends to replace underground sanitary sewer, storm and water services and roadway surface structures on Riverview Road in Hantsport, approximately 570 meters in length.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMEND COUNCIL APPROVE THE AWARD OF TENDER WWHPW21-19 FOR ENGINEERING AND DESIGN WORK FOR RIVERVIEW ROAD INFRASTRUCTURE RENEWAL DESIGN TO THE LOW COMPLIANT BIDDER, EXP, FOR THE TENDERED PRICE OF \$46,166, PLUS APPLICABLE TAXES.




West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Members of Council

Submitted by: 
Todd Richard

Date: December 7, 2021

Subject: Riverview Road Hantsport 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 WWHPW21-19 for engineering and design work for Riverview Road Infrastructure Renewal Design to the low compliant bidder, EXP, for the tendered price of \$46,166, plus applicable taxes.

BACKGROUND

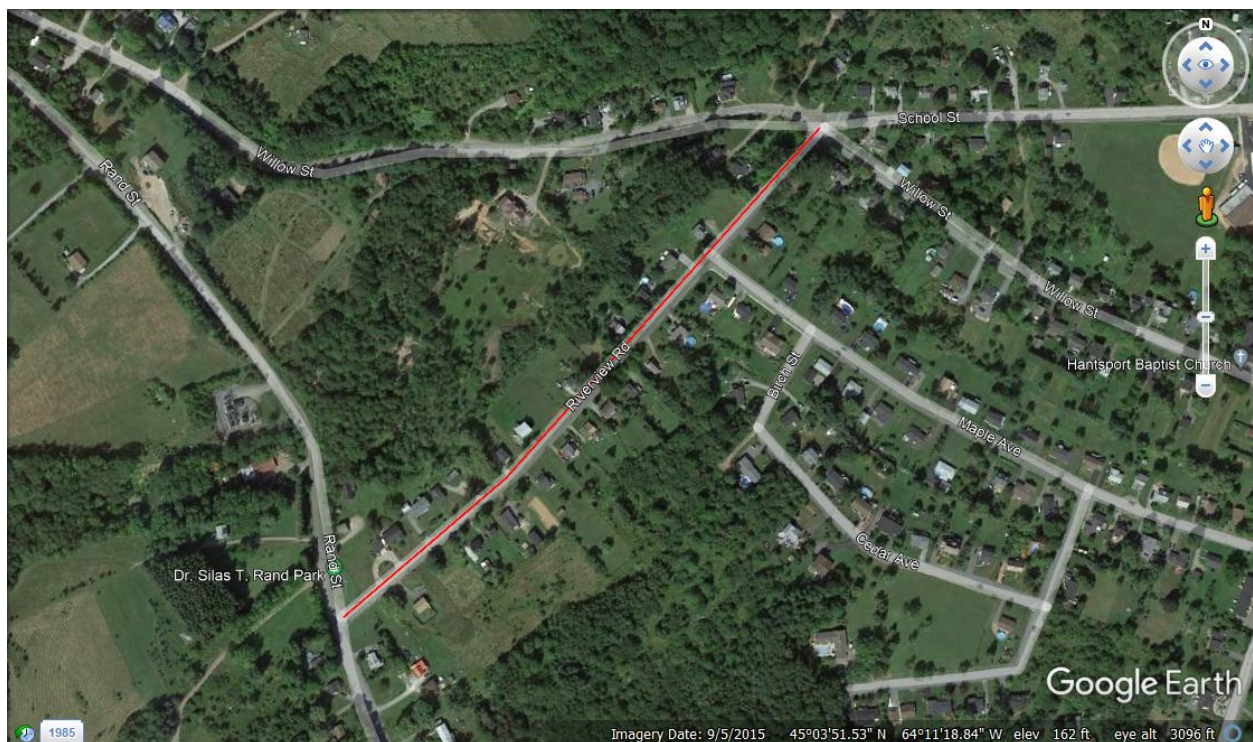
Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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Public Works intends to replace underground sanitary sewer, storm and water services and roadway surface structures on Riverview Road in Hantsport, approximately 570 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 geotechnical 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 October 29, staff issued an Invitation for Proposal (RFP) for Design Services for this project to prequalified engineering consultants, closing on November 18. 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 (3) bid prices received included:

- EXP \$ 46,166.⁰⁰.
- DesignPoint \$ 51,148.⁰⁰.
- WSP \$ 99,948.⁹⁰.

EXP 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 EXP to proceed with engineering and design work in accordance with their proposal.

FINANCIAL IMPLICATIONS

Council has previously approved \$431,304 in the capital budget for Hantsport Road Rehabilitation, to be funded through the Hantsport Infrastructure Reserve, which has a proposed balance of \$401,607.88 on March 31, 2022.

It is recommended to proceed with design for upcoming infrastructure projects to ensure the Municipality has shovel-ready projects for 2022/23 construction.

With applicable taxes, Riverview Road's design will cost \$48,146.52. Should Council proceed, the Hantsport Infrastructure Reserve proposed balance on March 31, 2022, will be \$353,461.36.

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 proposed work is aimed at ensuring infrastructure is renewed in sections of Hantsport where the infrastructure is needing replacement.

There is protection provided to the municipality that the full payment or contract will not be carried out should the construction project phase not be approved by Council during future 2022/23 budget deliberations. The design phase of the award will ensure we are "shovel ready" pending budget process.

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
December 7, 2021

Summerville Fire Rescue Truck – Tender Award

Summerville Fire Department is replacing a 19-year-old (2003) FORD F350 Rescue Utility Truck. Tenders were called for twice. The first tender resulted with no submissions. The second tender had one proposal. The proposal was reviewed and has met the required specifications.

The recommended motion was...

... THAT COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL THE AWARD OF TENDER WHRMAD20-07A FOR A FIRE RESCUE TRUCK TO ROCKY MOUNTAIN PHOENIX AT A NET COST OF \$215,137.00 PLUS APPLICABLE TAXES.

...THAT COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO APPROVE A TEMPORARY BORROWING RESOLUTION IN THE AMOUNT OF \$202 878.00 FOR THE FIRE RESCUE TRUCK FOR THE SUMMERVILLE FIRE DEPARTMENT.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: *S. Thornton*
 Shelleena Thornton, Municipal Operations Supervisor

Date: December 07, 2021

Subject: Summerville Fire Rescue Truck – Tender Award

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 65A - Authorized municipal expenditures.

RECOMMENDATION or DECISION REQUEST

...that Committee of the Whole recommends to Council the award of Tender WHRMAD20-07A for a Fire Rescue Truck to Rocky Mountain Phoenix at a net cost of \$215,137.00 plus applicable taxes.

...that Committee of the Whole recommends to Council to approve a temporary borrowing resolution in the amount of \$202 878.00 for the Fire Rescue Truck for the Summerville Fire Department.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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In 2019, Goudreault Associates was hired for a Regional Fire Services Review.

The November 2019 report prepared by Goudreault Associates is an accumulation of local information measured against current legislation, regulations, recognized standards, and guidelines. Included was a compiled ‘table of recommendations’ that identified suggested responsibilities and timeframes.

At the January 27, 2020 Co-ordinating Committee Meeting, the consultant’s report was adopted including the attached recommendations which included Recommendation # 145 – Scheduled Fire Apparatus Replacements (p. 290 of the Regional Fire Services Review).

DISCUSSION

Tenders were called for on the NS Procurement website twice.

May 18, 2021 - First call for proposals was issued; however, received no responses primarily due to unknown timelines on behalf of vendors to be able to get specific parts due to COVID-19 and the delays faced by many manufacturers.

October 15, 2021 – Second call for proposals was issued on the NS Procurement website, in which one proposal was received from Rocky Mountain Phoenix for the unit price identified in the recommendation. This tender closed November 18, 2021.

The proposal was reviewed by the Summerville Fire Department's Truck Committee and rated to ensure the vendor could meet the specifications identified as well as operational requirements. One highlight of mention is that with respect to timelines, the proponent identifies that delivery of the Fire Rescue Truck would be within 300 days after they received the chassis, as it is recognized there are still some delays in acquiring components. This is satisfactory to the fire department.

The truck being replaced is a 19-year-old (2003) FORD F350 Rescue Utility Truck, which has been more of a Rescue than Utility truck and near (or at) weight capacity for equipment needing to be carried on the unit. Further, a couple of years ago, it was out of service for 12 days due to engine failure which cost over \$6,000 and is but one issue experienced supporting its near end-of-life expectancy and reliability.

The replacement Fire Rescue Truck will be

- on a heavier dual rear wheel Chassis, providing for greater capacity to meet the needs of the Department.
- increased internal and external compartment storage space adding functionality to the Rescue by providing easier accesses to transport items to and from the scene.
- provide members area to shelter in-place and rehab while on fire scenes.

This proposal is quite similar to the recent build completed for South West Hants Fire Station, less the costing of the pump and water system. That Rescue truck was tendered at \$252,299.68 plus applicable taxes.

NEXT STEPS

If the recommendation is supported, notify the vendor to proceed.

FINANCIAL IMPLICATIONS

Purchase cost of this tender exceeds the spending authority of the CAO.

For the 2020/21 fiscal period, the amount of \$175,000 was approved under the Summerville Fire Department section within the capital budget, for the replacement of a 19-year-old Utility truck. In the 2020/21 Capital Budget the Fire Rescue Truck is funded by long-term borrowing through Municipal Finance Corporation (MFC). The operating budget has been budgeted

21,488 (\$10,744 yearly) in debt servicing costs over the last two years for this truck purchase, which will be applied to reduce the amount borrowed.

The incurred cost of the proposed Fire Rescue Truck would be \$224,366.38 including applicable taxes (non-recoverable portion), resulting in 202,878 to be funded through long-term borrowing less the debt servicing costs carried over. The additional amount of \$27,878 will add \$1,711 to the 2022/2023 Operating Budget debt servicing costs.

The additional amount of \$27,878 is calculated by (\$224,366.38 (incurred cost) - \$175,000.00 (budgeted) - \$21,488 (budgeted operationally over past two years) = \$27,878 (additional amount needed).

ALTERNATIVES

1. Council may choose not to fund or award this contract.

This alternative is not being recommended to Council.


ATTACHMENTS

1. Recommendations approved at the January 27, 2020 Co-ordinating Committee Meeting
2. TBR Fire Rescue Truck Summerville Fire Dept.

CHIEF ADMINISTRATIVE OFFICER REVIEW

The report is thorough and reflects the various steps carried out in procuring this truck by the Summerville Fire Department. The report and recommendation is further in alignment with the Fire Study and comparable in cost to the truck recently sourced for the South West Hants Fire Department.

I support the recommendation.

Report Prepared by: 
Shelleena Thornton, Municipal Operations Supervisor

Report Reviewed by: _____
Carlee Rochon, Director of Financial Services

Report Approved by: 
Mark Philips, Chief Administrative Officer (CAO)

WWH Fire Study Recommendations

2020-01-23

	PRIORITY		ACTION
	CC = Coordinating Committee or Council Responsibility	Immediate (I)	CC Responsibility
FS = Fire Service Responsibility	Short-term (S)	0 to 1 year	RECOMMEND ADOPTION WITH REVISIONS
Joint = CC or Council and FS Responsibility	Long-term (L)	1 year +	RECOMMEND ADOPTION IN PRINCIPLE
			NOT RECOMMENDING

The following table references only 25 of 151 recommendations identified in the fire study.

REC #	Recommendations	Priority	Report Page	Joint CAO(s) and Fire Chief(s) Position
10	GA recommends that the current 1.5 FTE fire-inspectors in Planning and Development be reassigned to the regional fire service.	I	xv	NOT RECOMMENDING
61	GA recommends the hiring of a full-time Assistant Fire Chief.	I	127	NOT RECOMMENDING
62	GA recommends the hiring of a part-time Divisional Chief.	I	127	NOT RECOMMENDING
65	GA recommends the transfer of 1.5 FTE Fire-Inspectors from Planning & Development, Building, to the regional fire services.	I	127	NOT RECOMMENDING
63	GA recommends the hiring of a full-time Administrative Assistant.	I	127	NOT RECOMMENDING (CAPACITY WITHIN EXISTING WWH STAFFING)
64	GA recommends the hiring of four part-time paid on call fire-investigators.	I	127	NOT RECOMMENDING (TRAINING SCHEDULE TO BE DEVELOPED)
7	GA recommends that all purchasing of significant-cost items be coordinated.	I	xiv	RECOMMEND ADOPTION
99	GA recommends, based on the travel-time predictions, the following fire station response districts. (detail on page)	I	197	RECOMMEND ADOPTION
1	GA recommends the hybrid organizational model because it is the best compromise in providing regional coordination and efficiencies yet maintains the local volunteer character of the fire department.	I	xiv	RECOMMEND ADOPTION
3	GA recommends a District Fire Chief management committee as a key recommendation, to bring together all the local fire district management personnel; so that plans and decisions on common issues of concern and service delivery can be made.	I	xiv	RECOMMEND ADOPTION
13	GA recommends that when the new regional municipality officially comes into being April 1, 2020, that all the fire departments, municipal or otherwise, providing fire and rescue services within the region, including those that are contracted by the municipality, register with the new municipality on an annual basis.	I	11	RECOMMEND ADOPTION
15	GA recommends that a review of the current registration form used by the Municipality of West Hants be used as the base registration document, and that it be amended to reflect the new regional municipality and its needs.	I	12	RECOMMEND ADOPTION
122	GA recommends that these Minor Capital expenditures be treated differently in future budgets and will address this recommendation in the benchmark portion of this analysis.	I	254	RECOMMEND ADOPTION
140	GA recommends that Windsor's other aerial (ALF) be scrapped without direct replacement and an unsuitable wildland/urban interface pumper be sold.	I	284	RECOMMEND ADOPTION
6	GA recommends the proposed 20-year capitalization plan, primarily for fire apparatus replacements, using a standardized approach to specification and group purchasing.	I	xiv	RECOMMEND ADOPTION IN PRINCIPLE
39	GA recommends that the Regional municipality register their volunteer firefighters with WCB before the eventual requirement for such registration occurs.	I	38	RECOMMEND ADOPTION IN PRINCIPLE
107	GA recommends that the following replacement schedule be adopted for the purposes of determining fire apparatus suitability for continued service. (detail on page)	I	215	RECOMMEND ADOPTION IN PRINCIPLE
110	GA recommends a standardized vehicle specification be used Region-wide. Standardized apparatus descriptions are included in Appendix IX; Standardized Fire Apparatus Features starting on page 377.	I	216	RECOMMEND ADOPTION IN PRINCIPLE
111	GA recommends that specifications for the major classes of fire apparatus be standardized across all stations in the new regional municipality. This will generate savings in total cost of ownership for the municipality.	I	219	RECOMMEND ADOPTION IN PRINCIPLE
139	GA recommends that the following fire apparatus replacement schedule be adopted for the purposes of determining fire apparatus suitability for continued service and as a budget planning tool for fire apparatus replacement. (detail on page)	I	283	RECOMMEND ADOPTION IN PRINCIPLE
145	GA recommends the following table of scheduled fire apparatus replacements. (detail on page)	I	290	RECOMMEND ADOPTION IN PRINCIPLE
9	GA recommends that all fire prevention activities, including fire inspection, fire investigation, and fire safety education be brought inhouse. These are mandated services and require coordination, proper execution, and prioritizing in order to meet legislative mandates.	I	xv	RECOMMEND ADOPTION WITH REVISIONS
2	GA recommends providing centralized administration support, management and leadership. A full-time Director Manager of Public Safety Services – Regional Fire Chief, and a full-time Assistant Fire Chief with primary responsibilities for fire prevention are recommended. A part-time Divisional Chief is also recommended to take responsibility for developing and coordinating of firefighter qualifications and training.	I	xiv	RECOMMEND ADOPTION WITH REVISIONS
59	GA recommends the implementation of Model 3; Hybrid Regional Fire Service, for all of the reasons discussed starting on page 120.	I	127	RECOMMEND ADOPTION WITH REVISIONS
60	GA recommends the hiring of a full-time Director-MANAGER of Protective Services/Fire Chief.	I	127	RECOMMEND ADOPTION WITH REVISIONS

MUNICIPAL COUNCIL OF THE

TEMPORARY BORROWING RESOLUTION

Amount: \$ _____ Purpose: _____

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the _____, subject to the approval of the Minister of Municipal Affairs, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the _____ has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the _____ has determined to borrow for the purposes of _____;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the _____ borrow a sum or sums not exceeding _____ Dollars (\$ _____) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the _____ to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding _____ Dollars (\$ _____) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the _____ held on the ____ day of _____, 2021.
GIVEN under the hands of the Clerk and under the seal of the _____ this ____ day of _____, 2021.

Clerk



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Alex Dunphy, Planner

Date: December 16th, 2021

Subject: Redesignation and Concurrent Rezoning: 65 Fort Edward Street, Windsor; PID 45059797; File# 21-15

LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

RECOMMENDATION

The following motion was defeated at PAC/HAC on December 2, 2021:

... that Council give First Reading and hold a Public Hearing to consider redesignating from Community Use to Residential and concurrently rezoning from Open Space (OS) to Two Unit Residential the property at PID 45059797, 65 Fort Edward Street, Windsor.

The following motions were prepared and passed by PAC/HAC:

... that PAC/HAC recommends that Council delay First Reading and direct staff to complete their research related to any former Town of Windsor outstanding commitments to heritage projects at the site (PID 45059797).

... that PAC/HAC request staff for comment from the Province of Nova Scotia regarding requirements of the Special Places Protection Act for the site (PID 45059797).

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received from the Chief Administrative Officer, Mark Phillips, on September 28th, 2021, following a motion passed by Council directing him to submit an application to the Planning and Development Department for the redesignation and rezoning of 65 Fort Edward Street (PID 45059797). The application was made to redesignate the lot from Community Use to Residential and rezone the lot from Open Space (OS) to Two Unit Residential (R-2).

DISCUSSION

A Public Information Meeting was held on November 8th, 2021.

Comments were received by the public regarding the redesignation and rezoning from November 8th to November 23rd. Ten (10) comments were received and the majority (8) of these were opposed to the redesignation and rezoning. The comments most commonly cited the lot's proximity to the National Historic Site, tourism use, neighbourhood disruption, parking use, and former Town Council decisions. Two (2) comments were received that were in favour of the redesignation and rezoning citing interest in seeing residential development.

On December 2nd, 2021, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A).

During the December 2nd meeting, staff's recommendation that Council give First Reading and hold a Public Hearing was defeated by PAC/HAC. Instead, the Committee recommended that Council delay the First Reading and direct staff to complete research related to former Town of Windsor commitments to heritage projects at the subject lot. The Committee also requested that staff to obtain comments from the province regarding the requirements of the Special Places Protection Act for the subject lot. It was also discussed that staff would reach out to Sara Beansland and Johnathan Fowler for further information about the subject lot.

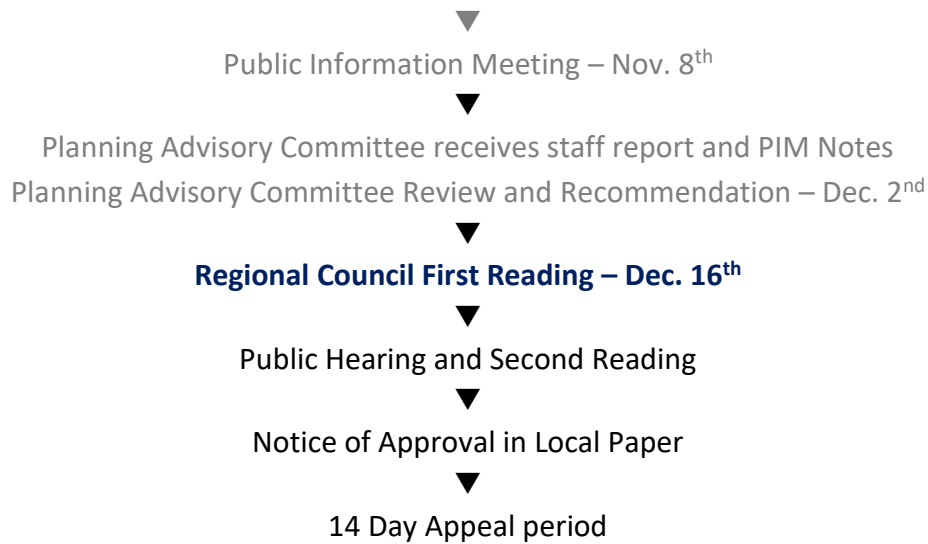
NEXT STEPS

The proposed amendments have been considered based on both the enabling and supporting policies of the WMPS and have proven consistent with the intent, objectives, and policies of the WMPS. As a result, it is reasonable to consider redesignating from Community Use to Residential and concurrently rezoning from Open Space (OS) to Two Unit Residential (R-2) at 65 Fort Edward Street, Windsor (PID 45059797).

The subject lot's current designation and zoning provide the opportunity to develop the site as a museum or historic site as-of-right. As a result, it is also reasonable to consider delaying First Reading in order to complete research related to any former Town of Windsor outstanding commitments to heritage projects at 65 Fort Edward Street, Windsor (PID 45059797).

Process

Staff Review



FINANCIAL IMPLICATIONS

At this point, there are no anticipated costs to the Municipality associated with this development.

ALTERNATIVES

In response to the application, Council may:

- hold a First Reading and authorize a Public Hearing to approve the redesignation and concurrent rezoning; or
- delay First Reading and direct staff to complete their research related to any former Town of Windsor outstanding commitments to heritage projects at the subject lot (PID 45059797)
- provide alternative direction such as requesting further information on a specific topic

APPENDICIES

Appendix A 2021-12-02 Staff Report - Redesignation and Concurrent Rezoning: 65 Fort Edward Street, Windsor; PID 45059797; File# 21-15

CHIEF ADMINISTRATIVE OFFICER REVIEW

As noted in the report the PAC/HAC have met to review the rezoning application for the noted property. I did not attend the meeting but understand there was discussions by the committee resulting in two separate action items or requests for more information and further due diligence from PAC/HAC for Council to consider before proceeding to first reading.

PAC/HAC are advisory to Council and have been provided the authority to reject, amend or support a recommendation from staff. Council, is the decision making body and has the

authority to proceed as they see fit which may or may not be in alignment with the position of PAC/HAC or any advisory committee.

I support the original recommendation from staff that was forwarded to the PAC / HAC meeting on December 2, 2021.

... that Council give First Reading and hold a Public Hearing to consider redesignating from Community Use to Residential and concurrently rezoning from Open Space (OS) to Two Unit Residential the property at PID 45059797, 65 Fort Edward Street, Windsor.

Further information was requested by PAC /HAC.

1. Direct staff to complete their research related to any former Town of Windsor outstanding commitments to heritage projects at the site (PID 45059797).
2. Request staff for comment from the Province of Nova Scotia regarding requirements of the Special Places Protection Act for the site (PID 45059797).

Through the CAO's Office staff have revisited the past minutes of the former Town of Windsor Council relating to the former pool site, its' decommissioning and redevelopment of the lands. The discussion of the former Council and minutes have further been reviewed by solicitor John Shanks, who was also the former solicitor for the Town of Windsor, and there is no outstanding commitments to heritage projects as directed by the former Windsor Council. The minutes did reflect discussions about options for the site, including heritage uses but no motion of the former Council is influencing the current Council. The current Council has deemed the property (s) surplus as of May of 2021.

The second noted discussion point by PAC/HAC is to consider the property and its' connectivity to the Special Places Protection Act due to its proximity to the Parks Canada Site (Fort Edward). There is no legal requirement to conduct the assessment on the existing property (s) but it would be prudent for the municipality to carry out this action. The municipality, through staff, is currently engaging a qualified archeologist to carry out a Phase 1 Archaeological Resource Impact Assessment (ARIA) on the two lots to carry out additional due diligence on the sites. A Phase 2 could be triggered if Phase 1 results in concerns or findings. The (ARIA) is expected to be completed by the end of January and before the anticipated Public Hearing and Second Reading by Council.

As noted above, I recommend Council proceed with First Reading as per the staff recommendation to best accommodate the scheduled redevelopment of the site. Ample public consultation and added research can continue as the Public Hearing and Second Reading phases of the planning process are carried out. Should unknown information become available Council will have the opportunity to revisit or reflect as the Second Reading must also be approved by Council.

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 – Redesignation and Concurrent Rezoning: 65 Fort Edward Street, Windsor; PID 45059797; File# 21-15



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Alex Dunphy, Planner

Date: December 2nd, 2021

Subject: Redesignation and Concurrent Rezoning: 65 Fort Edward Street, Windsor; PID 45059797; File# 21-15

LEGISLATIVE AUTHORITY

Section 205 of the Municipal Government Act.

RECOMMENDATION

... that PAC recommends that Council give First Reading and hold a Public Hearing to consider redesignating from Community Use to Residential and concurrently rezoning from Open Space (OS) to Two Unit Residential the lot identified as PID 45059797, 65 Fort Edward Street, Windsor.

BACKGROUND

A completed application was received from the Chief Administrative Officer, Mark Phillips, on September 28th, 2021, following a motion passed by Council directing him to submit an application to the Planning and Development Department for the redesignation and rezoning of 65 Fort Edward Street. The application was made to redesignate the lot from Community Use to Residential and rezone the lot from Open Space (OS) to Two Unit Residential (R-2) at the lot identified as PID 45059797, 65 Fort Edward Street, Windsor.

Previous Uses

The property was originally sold to the Town of Windsor in 1967 by Parks Canada as it had no further use for the land. It was then developed as pool site, then later transitioned to and is currently a vacant gravel lot utilized as municipal parking.

It should be noted that the subject lot is not a part of the Fort Edward National Historic Site. The designated historic site is owned by Parks Canada, while the subject lot is owned by West Hants Regional Municipality and is located wholly outside of the National Historic Site.

Previous Council Discussions

There have been many discussions regarding the intended development of this property over the last 14 years. This property has been of special interest to the West Hants Historical Society due to the proximity to the Fort Edward National Historic Site. Research for previous discussions and motions of the former Town of Windsor Council are ongoing.

DISCUSSION

The property is currently designated Community Use on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). This designation is generally applied to institutional, recreational, and open space uses.

The property is currently zoned Open Space (OS) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2). Permitted uses in this zone consist of cemeteries, museums, historic sites, outdoor recreation, parks, and playgrounds.

Council’s motion to apply for a redesignation and concurrent rezoning will be considered through a set of enabling policies and a set of supporting policies. The enabling policies, which will be used to substantiate the ability for Council to redesignation and concurrent rezoning, consist of Policy 16.1.1 and Policy 16.3.1. The supporting policies, which will be examined as part of the criteria for the redesignation and rezoning, consist of Policy 11.0.1 and Policy 11.2.1.

Surrounding Neighbourhood

The subject lot directly abuts lots zoned Open Space (OS) to the northeast and southeast, Town Centre (TC) to the northwest, and Two Unit Residential (R-2) to the southwest.

Table 1: Use Abutting Subject Lot by Direction

Northeast & Southeast	Fort Edward National Historic Site zoned Open Space (OS).
Northwest	Single unit dwellings all zoned Town Centre (TC).
Southwest	Vacant gravel lot currently being used as parking zoned Two Unit Residential (R-2).

Proposed Designation and Zone

The intention of the application is to redesignate and rezone the subject property to allow for potential residential uses consisting of single or two-unit dwellings as of right or a greater number of units by development agreement.

Fort Edward Street is a local road which leads from King Street Extension and to the Fort Edward National Historic Site, as shown on the Transportation Map (Map 2) of the WMPS. The Municipal

Traffic Authority stated that there are many similar dwelling units in the area and they had no concerns in regard to the movement of auto, rail, and pedestrian traffic.

The Development Officer has no concerns about the proposed rezoning of this property as there are several existing Two Unit Residential (R-2) properties in close proximity and the property meets the minimum zone requirements in the WLUB. As there is existing Two Unit Residential (R-2) development in the area, as-of-right development should have little impact on the existing development.

Public Information Meeting Comments

Prior to and following the Public Information Meeting, staff have received many emails, phone calls, and letters. Staff responded to the comments received prior to the Public Information Meeting at the meeting, as seen on the final page of Attachment C – Public Information Meeting Notes. The comments in opposition to the redesignation and rezoning were primarily regarding losing access to this piece of property as public land and the lost opportunity for tourism or heritage use. The comments in favour of the redesignation and rezoning cited interest in seeing residential development on the property.

DOCUMENT REVIEW

Municipal Planning Strategy

There are two sets of policies in the WMPS that apply to this proposed amendment, the enabling policies (Policy 16.1.1 and 16.3.1) and the supporting policies (Policy 11.0.1 and 11.2.1).

The enabling policies provide the ability for the amendment to take place and the criteria that the amendment must meet.

Policy 16.1.1 allows Council to review and amend the WMPS or GFLUM. Amendments can be made when the GFLUM needs to be changed to bring the Strategy in line with the Statements of Provincial Interest, or when Council deems it necessary due to a change in policy intentions or development environment. The proposed amendment would provide an opportunity for further residential development within Windsor, which in the current housing climate is necessary to not worsen the housing shortage. The amendment also addresses the Statement of Provincial Interest regarding housing by enabling additional residential development.

Policy 16.3.1 establishes the general criteria that all amendments must meet. The criteria will be explained in further detail in Attachment A, but in summary of how the proposal meets the criteria:

- the proposal is not considered premature or inappropriate
- no Municipal costs related to the proposal are anticipated
- the Fire Chief, Development Officer, Senior Building and Fire Official, Director of Public Works and Traffic Authority have no major concerns

The supporting policies provide justification for the amendment by comparing the current designation and zone definition to the use and intent of the property.

Policy 11.0.1 establishes the Community Use designation, which is the current designation of this property. As the property is currently a vacant gravel lot used for parking, it does not reflect the intent of the Community Use designation.

Policy 11.2.1 establishes the Open Space (OS) zone, which is the current zone of the property. The property is currently a vacant gravel lot used for parking, not a use for which the Open Space (OS) zone is intended.

NEXT STEPS

The proposed amendments have been considered based on both the enabling and supporting policies of the WMPS and have proven consistent with the intent, objectives, and policies of WMPS. As a result, it is reasonable to consider redesignating from Community Use to Residential and concurrently rezoning from Open Space (OS) to Two Unit Residential (R-2) at 65 Fort Edward Street, Windsor (PID 45059797).

Process



FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality associated with this development.

ALTERNATIVES

In response to the application, PAC may:

- recommend that Council hold a First Reading and authorize a Public Hearing to approve the redesignation and concurrent rezoning; or
- provide alternative direction such as requesting further information on a specific topic

ATTACHMENTS

Figure 1	Windsor GFLUM Extract: Current Designation
Figure 2	Windsor GFLUM Extract: Proposed Designation
Figure 3	Windsor Zoning Map Extract: Current Zone
Figure 4	Windsor Zoning Map Extract: Proposed Zone
Attachment A	Policy Chart for Redesignation and Rezoning
Attachment B	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: Current Designation



Figure 2 – Windsor GFLUM Extract: Proposed Designation



Figure 3 – Windsor Zoning Map Extract: Current Zone

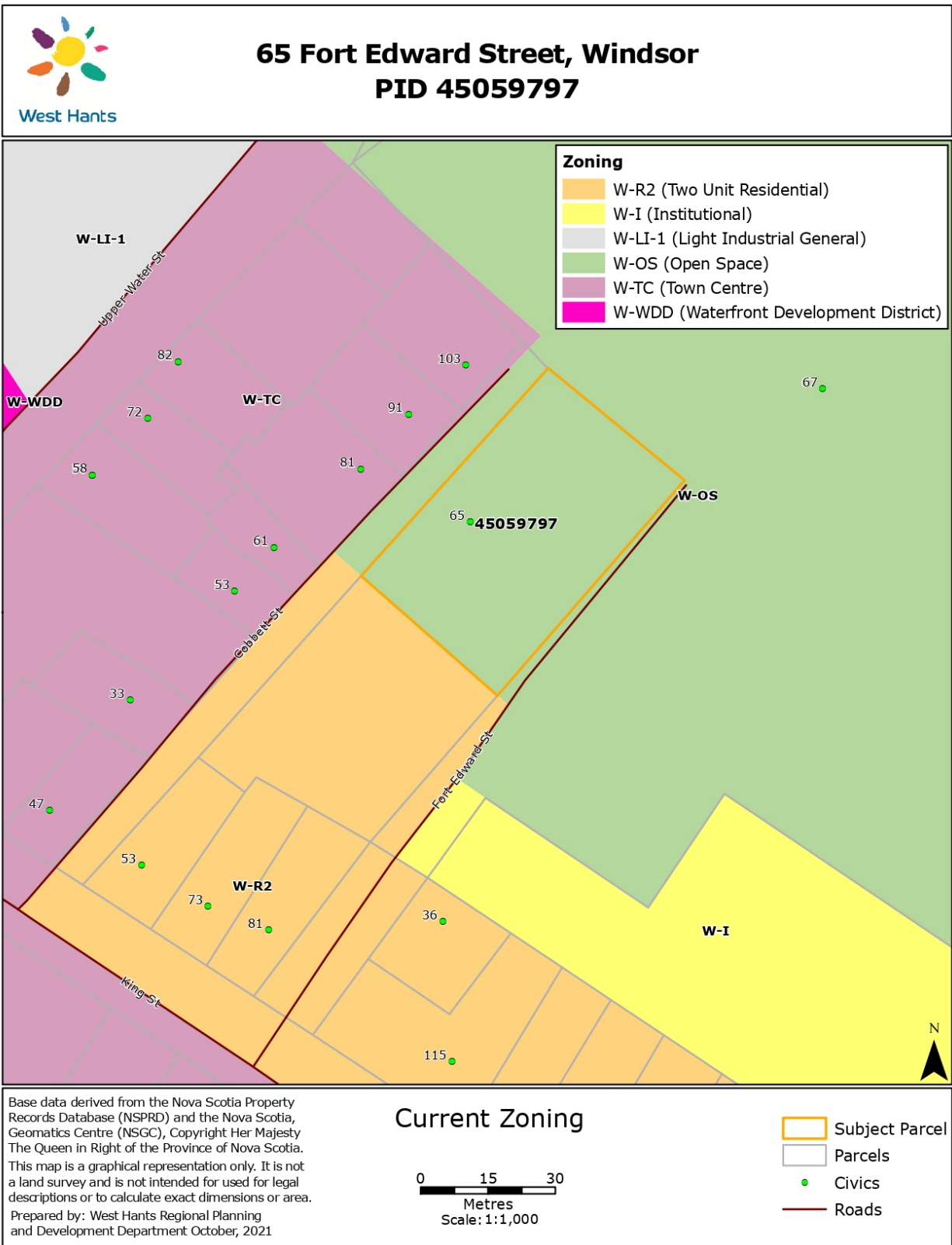
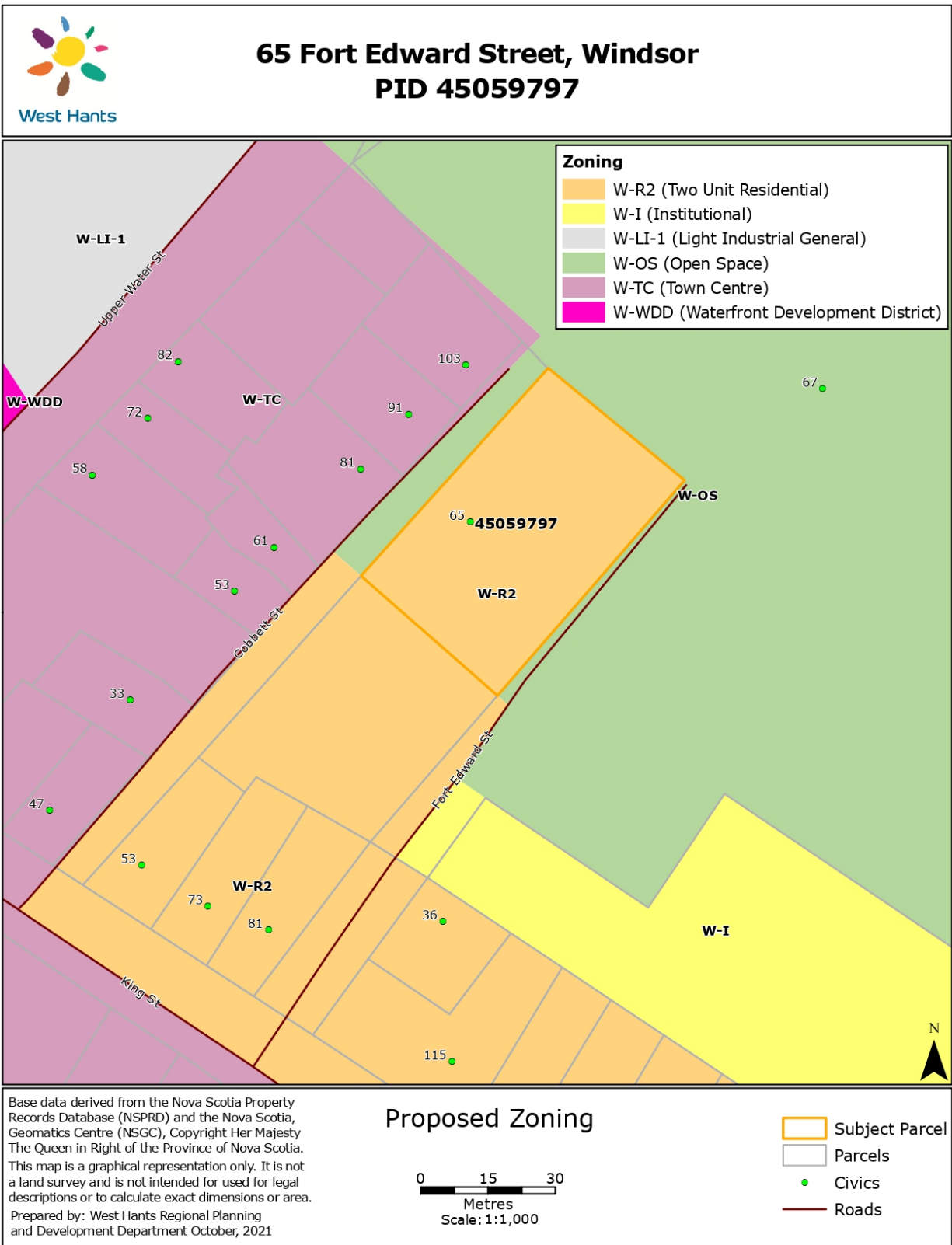


Figure 4 – Windsor Zoning Map Extract: Proposed Zone



Attachment A – Policy Summary

Enabling Policy

Policy 16.1.1	
It shall be the policy of Council to review and make amendments to this Strategy:	
(a) when there is a requirement to change the Generalized Future Land Use Map (Map 1);	The GFLUM will need to be updated if a redesignation is permitted by Council.
(b) to bring the Strategy in line with Provincial Statements of Interest; or	The redesignation would address the Statement of Provincial Interest with regard to Housing.
(c) when Council deems it necessary because of a change in policy intentions or the development environment.	Council has deemed this property as surplus and has given direction to the CAO to apply for the proposed changes..

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:	
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Director of Public Works commented that the property is capable of being serviced with water and sewer from Cobbett Street and would be adequate for uses associated with the amendment.
(ii) the adequacy of school facilities;	There are a number of schools within the area including an elementary school, two high schools, and an adult education centre.
(iii) the adequacy of fire protection;	The local Fire Chief and Manager of Building and Fire Inspection Services commented that there are no concerns regarding fire protection. There are multiple points of access to firefighting infrastructure and is located close to the Fire Hall.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Traffic Authority commented that the road networks around or adjacent to the property are sufficient for uses associated with the amendment. The property has access to both Fort Edward Street and Cobbett Street

(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding this development.
(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Traffic Authority commented that they do not have any concerns regarding movement.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	The Development Officer commented that the lot has adequate area and frontage to meet the requirements of the Two Unit Residential (R-2) zone.
(d) the pattern of development which the proposal might create;	There are several properties zoned Two Unit Residential (R-2) near the site. The Development Officer commented that as-of-right development should have little impact on the nearby development.
(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;	The property is on a sloped grade, so water runoff may occur; however the property has been landscaped to be suitable for development. The property is also not within the Environmental Constraints layer on the Windsor Zoning Map (Schedule A of WLUB).
(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	All Municipal, Provincial, and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	All relevant matters have been addressed in this report.

Supporting Policy

<p>Policy 11.0.1 It shall be the policy of Council to establish a Community Use designation as shown on the Generalized Future Land Use Map (Map 1) to be applied to existing institutional uses, municipal recreation uses and open space areas.</p>	Following the demolition of the former pool site, the use of the property as a vacant gravel lot does not match the intention of the Community Use designation. During the previous request for Expressions of Interest, the only proposal received was for a residential development.
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Policy 11.2.1

It is the intention of Council to establish an Open Space (OS) zone which applies to parks and other outdoor recreation uses, cemeteries, historic sites and similar uses. Generally, open space uses do not involve main buildings, but the zone may also be applied to certain institutional uses, such as museums, which are located on large parcels of land used as parkland.

Following the demolition of the former pool site, the use of the property as a vacant gravel lot does not match the intention of the Open Space (OS) zone. The property is not currently being utilized to the best of its ability.

ATTACHEMENT B
Public Information Meeting Notes
November 8, 2021- November 23, 2021
File 21-15
65 Fort Edward Street, PID # 45059797

Meeting date and time	A public information meeting was held on November 8, 2021 beginning at 6 p.m. The meeting was broadcast live on the Municipal Facebook page.
File Number	21-15
Attending	<p>The PIM was held prior to the regular PAC/JAC meeting. As a result, the following members of PAC/HAC and staff were present:</p> <p>Councillor Jim Ivey Councillor Rupert Jannasch Councillor Mark McLean Councillor Debbie Francis Councillor John Smith Bill Preston Jane Davis Shelley Bibby Jennifer Nicholls Lisa Bland Jamie O’Hanlon</p> <p>Staff: Madelyn LeMay, Director, Planning and Development Sara Poirier, Senior Planner Alex Dunphy, Planner Vanessa Lake, Meeting Secretary</p> <p>Applicant: Mark Phillips, CAO</p> <p>As this meeting was held virtually there were no members of the public present.</p>
Applicant Mark Phillips, CAO	Mr. Dunphy outlined the application for a redesignation and concurrent rezoning at PID 45059797.
WHRM	A presentation was not made by the applicant.
Comments	<p>Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between November 8 – November 23, 2021.</p> <p>Two (2) letters were received, one (1) which requested priority consideration for a period of nine (9) months for the West Hants Historical Society to create a project plan and one (1) which was opposed to the redesignation due to the potential for public land to be developed with heritage and sustainability in mind.</p> <p>Four (4) emails were received, one (1) was in favour of the redesignation to provide additional housing possibilities, and three (3) were opposed to the redesignation based on proximity to the</p>

	<p>National Historic Site, elevation of the property, availability of parking, and potential community use.</p> <p>Four (4) Phone calls were received, with three (3) of the calls prior to the Public Information Meeting. Three (3) of the calls were opposed to the sale or development of the property, citing concerns regarding former Town Council decisions, the quality of development, and sale of the land without public consultation. One (1) call was in favour of the redesignation and was interested in developing the property as housing.</p>
Adjournment	The presentation portion of the PIM ended at approximately 6:10 p.m.

ATTACHMENT A

PIM Submissions: 65 Fort Edward Street

Received: October 28th – November 8th, 2021 (Prior to PIM) & November 9th – November 23rd, 2021

Compiled: November 24th, 2021

Letter

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 23, 2021

From: Teresa Newcomb
To: Alex Dunphy, Planner
C/C Abraham Zebian
Windsor West Hants

Re: 65 Ft. Edward St
PID 45059797

Request to Redesignate to Residential, Concurrent Rezoning to Two Unit Residential (R-2) zone

See attached letter

Emails

From: Kelly McGregor
Sent: November 1, 2021 11:38 AM
To: Alexander Dunphy <ADunphy@westhants.ca>
Subject: Feedback 65 Fort Edward Street

Hello,

I would like to give feedback on the change of use for the 65 Fort Edward Street.

We would like to strongly support this project. We feel that any additional housing stock is absolutely necessary at this time.

We were contacted because the Portal owns a property in the vicinity.

Regards,
Kelly McGregor

From: Andrea Moore
Sent: November 3, 2021 12:38 PM
To: Alexander Dunphy ADunphy@westhants.ca
Subject: 65 Fort Edward St meeting

Hi Alex,

I would like to virtually attend the meeting about 65 Fort Edward Street.

I also have 3 questions.

1. This property and adjacent 36 Fort Edward are currently listed for sale on Viewpoint, advertised as "lands are zoned R2 which allows for duplex dwellings."

The letter I received states that the redesignation is proposed.

So, is the redesignation already in place or is it in the proposal phase?

2. The properties are listed together for 303,000\$. Why is this meeting about one property only? Is there another different plan for 36 Fort Edward Street?

3. These are large properties. How many duplex dwellings would be permitted on each PID?

Thank you,
Andrea Moore

Hi Alex,

Thank you for your responses to my initial questions.

I do not agree with the rezoning of 65 Fort Edward Street to R2.

It is adjacent to a National Historic Site and as such should receive significant more consideration as to its use, and perhaps more importantly, the lost potential from selling off this unique land.

1. Tourists come and go from this location because of its listing as a National Historic Site...and a free one at that. But they often take a picture and leave within 5-10 minutes, likely on to Grand Pre where there are facilities and an interpretive centre. Any kind of tourist information or interpretation or facilities in a separate building would likely be well received and well visited, encouraging people to stay longer and explore the local area further. This may be a better location for the tourism information bureau given the ample parking, existing stream of visitors, and proximity to the highway.
2. Alternatively, create something of additional value for locals. Why not a community garden on the gravel lot. Or on the grassy area or both. Raised beds could easily be added to the gravel surface and allow for much more substantial use than other areas in town which are limited to one plot. This would provide benefits to many more people than the potentially 2 families from a duplex. There are surely many more options for this location recreation-wise given the proximity to the trail. Enhancing this area could also provide relief to the now marshfront, offering an alternate destination for a lovely walk, with potentially another outdoor gym or playground for families.

3. Personally, I can see residential use for the adjacent property on Fort Edward, but this one is much different. It is very high and large and is split by a road that the public uses. The side on Cobbett Street beneath the gravel is very steep and a building would be an eyesore from that side, assuming that a residential unit would face onto Fort Edward Street. A building, even a two story, would loom large from below, more like a four or five story given the difference in elevation, which is a significant, not a minor, disturbance to the current view, and amount of natural light from my location.

I strongly urge the committee to consider alternative uses for this unique property before it is sold. Or delaying its rezoning for another year. Please also consider splitting the PIDs and selling 36 Fort Edward Street but not 65 Fort Edward Street. This would allow the municipality to make some money from the sale of a property but reserve another to potentially reach many more community members and tourists in a much more meaningful and long lasting way.

Sincerely,
Andrea Moore

From: Denise Forand
Sent: November 9, 2021 5:34 PM
To: Alexander Dunphy <ADunphy@westhants.ca>
Subject: Former pool site, 65 Fort Edward Street

Dear Mr Dunphy,

I feel the name alone says why we should not sell this land or call it surplus.
I don't think there is a home on that short road.

These lands are used for excess parking for the municipal regional office, the fire station, tourist for the Fort and locals who walk the trail, not surplus.

If our new municipality building moves into the economic centre , we will require the parking spaces even more than today.

This Downtown location should be kept for local needs in our future as we have limited lots downtown in our commercial town centre.

What happened to the Jewish museum? They were thinking of that location.

The region is in great financial shape.

We cannot grow more lots downtown, it's a historic 175 year old town.

I firmly believe all councillors and planners should have a slow tour of the architectural district and the reason for different rules for different locations.

Late 1898 would have been when Windsor got rebuilt. No cars in any planner's designs, we had ships, lots of ships and a rail line.

I firmly believe that this land should be held for our own future needs.

Sincerely,
Denise

Thank You Alexander, I am against losing the designation of open space in our town center for residential or commercial on said lots by Fort Edward.

I firmly believe our next pool will be back where our centennial pool was for 50 years, on high ground. This land is too valuable to sell for a measles amount when it's need will be required in the future growth of our township.

Thank You, Denise

From: Don Hurshman

Sent: November 23, 2021 12:47 PM

To: Alexander Dunphy <ADunphy@westhants.ca>

Subject: Just my opinion.

What I think should happen with the 2 parcels of land at the fort is to have a small tourist bureau in the lower parking lot similar to the one that used to be as you drove into Hantsport. And in the upper parcel a splash pad for the small children that are yet too young for the pool, don't forget there are many young families that can't afford to take their children to the pool everyday, having a splash pad would cure that problem. After all this land was deeded to the town for the benefit of the citizens of Windsor and not for the benefit of one developer. There are other lots of land I'm sure where a couple of duplexes could be built.

Thank you for your time

Don Hurshman

Phone Calls

From: Liz Galbraith

Date: October 28, 2021

To: Alexander Dunphy

Ms. Galbraith had concerns regarding former Windsor Town Council decisions to reserve the property for heritage or tourism usage. Ms. Galbraith also had concerns regarding the suitability of infrastructure and neighbourhood character. The Planner replied that they would research former Town Council decisions and that any development would be required to follow all policies and by-laws.

From: G. Fogarty

Date: November 4, 2021

To: Alexander Dunphy

Ms. Fogarty had concerns regarding the quality of development for the property. The Planner replied that the land had yet to be sold and that any development would be required to follow all policies and by-laws.

From: Roaland Newcomb

Date: November 8, 2021

To: Alexander Dunphy

Mr. Newcomb had concerns regarding the sale of public land without public consultation. The Planner replied that the public consultation process had yet to begin and that it would be starting with the Public Information Meeting that night.

From: Kevin Saunders
Date: November 17, 2021
To: Alexander Dunphy

Mr. Saunders was interested about developing the land as residential and was in favour of the redesignation and rezoning.

Staff Comment Response

PIM Comments Response – Nov. 8th, 2021

We have received a number of phone calls from the public about this lot. Generally, the concerns were regarding the public consultation, sale of the land, the quality of future development, former Town Council decisions, the suitability of infrastructure and the neighbourhood character.

In response to these concerns, staff provide the following:

- This application is solely for the redesignation and rezoning of the lot.
- Staff are researching any previous decisions regarding 65 Fort Edward Street by the former Windsor Town Council
- Any sale of this lot is a decision of Council
- All requirements of the Public Participation Policy process have been and will continue to be met
- Any future development on this property will be required to follow the regulations in the Windsor Land Use By-law
- The Municipal Planning Strategy requires aspects such as the suitability of infrastructure and neighbourhood character to be examined as part of the recommendation made by planning staff

Staff have also received a number of emails regarding the Public Information Meeting.

In response to these questions, staff provide the following:

- This application is only dealing with 65 Fort Edward Street. It is currently zoned Open Space (OS) and the application is to rezone the lot to Two Unit Residential (R-2). No decisions have been made yet
- A single or two-unit dwelling would be permitted as-of-right on this lot if the rezoning application is approved

This concludes the comments received so far.

Nov 23/2021

To: Alex bunphy, Planner, Planning Dept.
c/c Abraham Zebian
Windsor West Hants

Re: 65 Ft. Edward St
PID 45059797
Request to Redesignate to Residential,
concurrent Rezoning to
Two Unit Residential (R-2) zone

Dear Sir;

I respectfully must say no to this request for rezoning. I want Windsor West Hants to keep this property for community use. Here's why:

- there is a fantastic opportunity for WWH to create a development that could promote and enhance Fort Edward National Historic Site (FENHS) and the local cultural + Natural History. (In particular the tidal bare + saltmarsh ecosystem of the Avon + St Croix Rivers).
- WWH needs to preserve some land in public (not private) control as a refuge during flood events. (which are happening now due to climate change)

RECEIVED

NOV 23 2021

11:40 am

Hilroy

- The site offers commanding views of the beautiful Aron River valley and distant hills of Falmouth, Martock and beyond.
- The orientation of the site with its south-facing slopes lends itself to passive-solar community buildings and active solar electricity generation.
- The site is an important place for the ~~town~~ to manage water runoff (already significant)
- The site, if developed as a community-use, tourist accommodating, environmentally sustainable centre would be an intelligent investment that would pay LONG TERM dividends

Thousands of tourists already visit Ft Edward every year, but even though they all enjoy the spectacles and RARE 360° views from the Fort, there is and the excellent guidance from the Fort Attendant, there is little to keep these very keen + informed local, provincial, national, N. American and International tourists engaged and able to expand their knowledge of this amazing area.

- If tourists could go to 95 Ft Edward St and enjoy interpretive information, gift shop, Café with a view, wash rooms and a building and gardens that exemplify good passive solar design, water conservation, soil protection, preserved view planes for FENHS, then they may decide to book overnight accommodation, go downtown for dinner and music, purchase gas, groceries etc in WWT.
- Such a development would also attract planners and designers from other communities to see the thoughtful and forward-thinking, successful, sustainable and lucrative center that WWT had the foresight to build.

Please please please carefully consider these suggestions. I am sure it is very difficult to have to make decisions regarding town properties. I would like to point out that what happens at 65 Ft Edward St. affects much more than the small group of us who live adjacent, since it is used by the whole municipality, province, country and world. Therefore WWT really needs to be a leader in sensitively developing this gem of a property.

So This is why I must say no to the request for rezoning to residential. WWH should not sell this valuable property in which it has already invested heavily over the years. (The thriving pool, costly demolition + filling, and on-going maintenance) WWH should not rezone to residential and be swayed by developers who really do not have the mandate of caring for and leaving a legacy for the community as WWH / you do.

Also, regardless of what happens with this site, I am strongly opposed to any high density housing development (ie: several packed in Two Unit dwellings, or multi use dwellings). I am also strongly opposed to any development that blocks the view planes from FENHS.

5/5

We have many wonderful things to be thankful for here in WWH. I am also thankful to you, Mr. Dunphy, and to all the WWH leaders, workers, staff; for the hardwork you all do. Please have the courage to do something sustainable and environmentally, socially, historically profitable (and actually financially profitable for the spin offs) and keep this very important property for community use and beyond.

Thank you for your careful consideration of this matters.

Sincerely

Teresa Newcomb

Teresa Newcomb
81 A King St,
Windsor NS.

902-798-5143



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-12-16

Subject: Municipal Heritage Designation: 294 Falmouth Back Rd., Falmouth PID 45036720; File #21-03 B

LEGISLATIVE AUTHORITY

Heritage Property Act

West Hants Regional Municipality Heritage Property By-law (2021)

RECOMMENDATION

Should Council wish to proceed through the steps to register 294 Falmouth Back Rd. as a Municipal Heritage Property, the following motion would be in order:

...that Council follow the process to designate the main residential building located at 294 Falmouth Back Rd., Falmouth PID 45036720 as a Municipal Heritage Property.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received on January 20, 2021 from Richard and Helen Murphy to consider registering the residential building at 294 Falmouth Back Rd., Falmouth (PID 45036720) as a Municipal Heritage Property. Mr. Murphy requested that the application be put on hold in April 2021 until a necessary roof replacement was completed. Planner Poirier received correspondence on November 18, 2021 that the applicant was ready to proceed.

The heritage designation is being sought for only the main dwelling on the property. Accessory buildings and the land itself will not be covered under the heritage designation.

DISCUSSION

The Heritage Advisory Committee (HAC) reviewed the file on December 2, 2021 (Appendix A). At that time the HAC recommended in favour of the application.

NEXT STEPS

As noted above the application has been reviewed against the Selection Criteria and is recommended for registration as a Municipal Heritage Property.

Process



FINANCIAL IMPLICATIONS

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. As this is an application to register a municipal heritage property, no fees were collected from the applicant.

The only costs related to the designation are the costs associated with filing the information in the Land Registry Office and the associated legal fees (approximately \$300), and the cost of having a plaque prepared (approximately \$700). Funds are available within the 2021-2022 budget.

ALTERNATIVES

In response to the application, Council may:

- follow the process to designate the property as a Municipal Heritage Property; or
- refuse the application to designate the property as a Municipal Heritage Property.

APPENDIX

Appendix A 2021-12-02 Staff Report - Municipal Heritage Designation: 294 Falmouth Back Rd., Falmouth PID 45036720; File #21-03

CHIEF ADMINISTRATIVE OFFICER REVIEW

It is noted in the by-law that the designation is a voluntary process for the property owner. The Director has further noted that the application has been positively reviewed against the selection criteria.

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, CAO



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
--------------------------------------	--	---	--

To: Members of Heritage Advisory Committee (HAC)

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-12-02

Subject: Municipal Heritage Designation: 294 Falmouth Back Rd., Falmouth PID 45036720; File #21-03

LEGISLATIVE AUTHORITY

Heritage Property Act
West Hants Regional Municipality Heritage Property By-law (2021)

RECOMMENDATION

Staff recommends that the HAC forward a positive recommendation by passing the following motion:

...that HAC recommends that Council follow the process to designate the main residential building located at 294 Falmouth Back Rd., Falmouth PID 45036720 as a Municipal Heritage Property.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
--	---	--------------------------------------	---------------------------------	-----------------------------------	--

An application was received on January 20, 2021 from Richard and Helen Murphy to consider registering the residential building at 294 Falmouth Back Rd., Falmouth (PID 45036720) as a Municipal Heritage Property. Mr. Murphy requested that the application be put on hold in April 2021 until a necessary roof replacement was completed. Planner Poirier received correspondence on November 18, 2021 that the applicant was ready to proceed.

The heritage designation is being sought for only the main dwelling on the property. Accessory buildings and the land itself will not be covered under the heritage designation.

The property is owned by Richard and Helen Murphy.

The Heritage Property By-law (2021) was approved by the Minister and became an official WHRM document on June 29, 2021.

DISCUSSION

Selection Criteria for examining whether a property is eligible to be registered as a Municipal Heritage Property was approved by Council on November 24, 2020. Information about the property is measured against each criterion and then scored (Attachment A). This ensures that properties are of local heritage significance before being registered. Each section of the criteria in relation to the subject lot is described in more detail below.

Context / Environment

The residential building sits on a 16.84 acre lot. The building is considered a symbol of community importance due to its connection to John Manning and it is important to maintaining the dominant rural agricultural character of the area. The building is on the original site with some major additions to the building over time. These additions include the fully covered front porch along the front façade, the shed style dormer on the second-floor rear elevation, the kitchen on the east side of the building and the mud room on the rear. These additions are in keeping with the original structure and do not detract from the historical significance of the building.

History and Culture

In 1763, a 500 acre land grant was granted to Walter Manning, a Halifax Merchant who was originally from Ireland. Walter Manning deeded part of this property to his cousin, Peter. Peter's son, John Manning inherited the property and built the farmhouse between 1790 and 1795.

John Manning was a prominent member of the community. The Seasoned Timbers book by the Heritage Trust of Nova Scotia (pg. 52) states that John Manning "held the rank of Lieutenant in the Hants County Militia; represented Falmouth in the Legislative Assembly from 1812 to 1818; and was the Chairman of the Town meeting from 1810 to 1852."

The property is not owned or occupied by descendants of the Manning family.

Architecture

The Seasoned Timbers book by the Heritage Trust of Nova Scotia (pg. 52) states that John Manning "built a solid conventional type house, a rectangle with a massive centre chimney." The book reports, and a site visit to the property confirms, that John Manning built the foundation of stone and mortar, used post and beam construction with 12"-14" beams at a length of thirty-two feet to support the floor, and used handmade brick to build the walls of the home. The Houses of Nova Scotia book by Allen Penney (pg. 56) describes that construction

was “refined to a large degree, with frames sometimes visible inside but always prefabricated prior to final assembly. Hence the Roman numerals incised at the pegged joints”. This would mean that the post and beam construction found in this home would be a common example of the building technology used during this time period.

The house would be classified as a one-and-a-half storey New England Colonial style building with its steeply pitched gable roof, large central chimney and wood beam construction. There are a few items that are unique to this property with respect to a New England Colonial style classification of building. These items would have been added after the original build. These additions include the fully covered front porch along the front façade, the shed style dormer on the second-floor rear elevation, the kitchen on the east side of the building and the mud room on the rear. As noted above, the additions do not detract from the historical significance of the building.

Although the builder, John Manning, was a prominent member of the community he was not known as an architect or builder.

The building is in excellent state of repair and the property owners are committed to continuing the maintenance of the property.

Statement of Significance

A Statement of Significance describes what the historic place is and why it is important. The Statement of Significance has three sections:

- Location and description of the historical place
- Explanation of the historical value of the property to the community, province, or country
- Character-defining elements: the elements of the property that establish the character of the property and need to remain for the property to keep its historical value

The Statement of Significance outlines to residents, property owners and Council what items make the property historically valuable to ensure those items are not significantly altered over time. The draft Statement of Significance for this property is included in Attachment B.

If the Municipal heritage designation application is approved by Council, the notice of recommendation and notice of registration would be filed at the Land Registry Office.

Plaque

The Heritage Property Act allows municipalities to place a plaque on municipal heritage properties. Both Windsor and West Hants have done so in the past. If the property is designated a municipal heritage property a plaque will be placed on the home.

MCCAP

The Municipal Climate Change Action Plan (MCCAP) for West Hants and the Falmouth Stormwater Management Plan do not identify any issues with inland flooding or sea level rise in this location, although other areas of Falmouth Back Road may be affected.

NEXT STEPS

As noted above the application has been reviewed against the Selection Criteria and is recommended for registration as a Municipal Heritage Property.

Process



FINANCIAL IMPLICATIONS

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. As this is an application to register a municipal heritage property, no fees were collected from the applicant.

The only costs related to the designation are the costs associated with filing the information in the Land Registry Office and the associated legal fees (approximately \$300), and the cost of having a plaque prepared (approximately \$700). Funds are available within the 2021-2022 budget.

ALTERNATIVES

In response to the application, HAC may recommend that Council:

- refuse the application to designate the property as a Municipal Heritage Property.

ATTACHMENTS

Attachment A Selection Criteria

Attachment B Draft Statement of Significance

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Attachment A

CRITERIA FOR THE INCLUSION IN THE MUNICIPAL REGISTRY OF HERITAGE PROPERTIES

The following criteria will be used by the Heritage Advisory Committee of West Hants Regional Municipality in recommending inclusion of a property in the Municipal Heritage Register. Points will be awarded as noted below.

Property Name, address and PID: 294 Falmouth Back Rd., Falmouth PID 45036720
Initial Scoring By: Sara Poirier, Senior Planner Date: March 16, 2021

CONTEXT/ENVIRONMENT

Landmark

Importance as a visual landmark:

- (15) Symbol of provincial importance
- (10) Symbol of county or regional importance
- (5) Symbol of community importance
- (0) Little or no symbolic value

Environment

The extent the property contributes to the historical/architectural character of the area:

- (15) Essential to maintaining the dominant character
- (10) Important to maintaining the dominant character
- (5) Compatible with the dominant character
- (0) Incompatible with the dominant character

Integrity

- (10) On the original site with few or minor exterior alterations
- (7) On the original site with major exterior alterations
- (5) Building or structure has been relocated and has minor exterior alterations
- (0) Building or structure has been relocated and has major exterior alterations

HISTORY & CULTURE

Continuity

- (10) Owned, occupied or cared for by descendants of original owner or developer

*CRITERIA FOR THE INCLUSION IN THE MUNICIPAL REGISTRY OF HERITAGE
PROPERTIES*

Period

Building, structure or evident relationship dates from:

(automatic) Mi'kmaq

(automatic) 1675-1755 Acadian

(15) 1756-1800 New England Planter/United Empire Loyalist migration

(12) 1801-1840 General development of education & transportation

(10) 1841-1900 Age of Sail – rise of coastal communities

(7) 1901-1914 Economic development and prosperity

(5) 1915-1939 WWI – Interwar

(5) 1940+ WWII to present

Association

Association with the life or activities of a person, group, organization, institution or event that has made a significant contribution to the community, province or nation.

(25) Intimately connected to a person, group, event, etc. of primary importance

(20) Loosely connected to a person, group, event, etc. of primary importance

(15) Intimately connected to a person, group, event, etc. of secondary importance

(10) Loosely connected to a person, group, event, etc. of secondary importance

(0) No known connection to a person, group, event, etc. of importance

ARCHITECTURE**Style**

In comparison to recognized historical building styles the style is considered a:

(10) Very rare example or contains a very rare element

(7) Rare example or contains a rare element

(5) Common example

(0) Very common example

Construction type/building technology

The type of construction or building technology used is considered:

(10) Very rare or early example

(7) Rare or fairly early example

(5) Common example

(0) Very common example

*CRITERIA FOR THE INCLUSION IN THE MUNICIPAL REGISTRY OF HERITAGE
PROPERTIES*

Architect/builder

The property is an example of an architect/builder's work that is considered:

- (20) Very rare or work from an architect/builder of exceptional interest
- (15) Rare or work from an architect/builder of special interest
- (5) Common or architect/builder of little interest
- (0) Very common or architect/builder of no interest or unknown

Condition

The building's structural condition and state of repair is:

- (10) Excellent
- (7) Very good
- (5) Fair
- (0) Poor

Additional points may be assigned if there is a commitment to repair.

82 TOTAL

Attachment B

STATEMENT OF SIGNIFICANCE

294 Falmouth Back Rd.

294 Falmouth Back Rd., Falmouth, Nova Scotia, B0P 1L0, Canada

Formally Recognized: 2022/**Month/Day**

	
<p>Façade – East</p>	<p>Rear elevation - West</p>
	
<p>From the south west</p>	<p>From the north west</p>

DESCRIPTION OF HISTORICAL PLACE

294 Falmouth Back Road is a one-and-a-half storey New England Colonial style home situated on the top of a hill with a large front lawn extending from the house down to the street. The home is not visible from the Falmouth Back Road due to its placement on the property and the landscaping around the home. The designation includes only the main residential building.

HERITAGE VALUE

294 Falmouth Back Road is considered to have heritage value due to its age, architectural style and association with John Manning. The house is a one-and-a-half storey New England Colonial style home in design and proportion and retains many of its original features including a massive central chimney, the steep gable roof and a virtually intact interior.

Also known as the Manning-MacDonald-Boyce Farm House, the house was built by John Manning between 1790 and 1795. John Manning has significant ties to Falmouth. He was elected Chairman of the Falmouth Town Council from 1810 to 1852 and elected a member of the Nova Scotia Legislative Assembly from 1811 to 1818. The house and farm were occupied by members of the Manning family until 1896.

CHARACTER DEFINING ELEMENTS

Character-defining elements of the Manning-MacDonald-Boyce Farm House relate to the design and architectural style of the home, including:

- One-and-a-half storey structure with a gable roof and massive central chimney
- Visible stone and mortar foundation
- Post and beam construction with 12"-14" beams at a length of thirty-two feet to support the floor and handmade brick walls (brick noggin)
- Wooden shingles on the exterior walls
- Covered front porch along the façade with a central doorway
- Ganged windows within the dormer on the second floor rear elevation
- Three-sided bay window on the main floor rear elevation
- Six-over-six windows on the rear, south west and north west elevations

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
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)

First Name	Last Name	Correspondence Date	Meeting / logged
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)	Miniou (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)

First Name	Last Name	Correspondence Date	Meeting / logged
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)

First Name	Last Name	Correspondence Date	Meeting / logged
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)

First Name	Last Name	Correspondence Date	Meeting / logged
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



**Public Works
Office of the Minister**

PO Box 186, Halifax, Nova Scotia, Canada B3J 2N2

DEC 01 2021

His Worship Abraham Zebian
Mayor of West Hants Regional Municipality
PO Box 3000, 76 Morrison Drive
Windsor, NS B0N 2T0

Dear Mayor Zebian:

Thank you for your letter dated October 12, 2021, regarding the addition of Bog Road to the Blue Route Bicycling Network.

I understand Trunk 1 has already been designated as the official Blue Route section for the Windsor/West Hants Area, so, unfortunately, Bog Road would not be eligible for addition to the Blue Route. There is the opportunity to have Bog Road designated as a "bicycling route" and this process can be started through your local Area Manager, Robyn Homans, who can be reached at robyn.homans@novascotia.ca or 1-877-696-7737.

Once again, thank you for bringing your concerns forward. If there are immediate safety concerns or road hazards you wish to report, please contact our 24-hour Operations Contact Center at 1-844-696-7737 or via email at dpw-occ@novascotia.ca to discuss specific problems that need attention and they will assign to the appropriate Public Works staff for follow up.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Kim D. Masland".

Kim D. Masland
Minister

c: Gary Rafuse, A/District Director, Central
Robyn Homans, Area Manager, Hants
Matt Clarke, Construction Manager
Elizabeth Pugh, Special Projects Engineer
Melissa Sheehy-Richard, MLA, Hants West
WHRM Council and Mark Philips, Chief Administrative Officer
Susanna Fuller, Bicycle Nova Scotia
Ben Hammer, Ecology Action Centre
Kathy Kehoe, Director of Community Development
Bekah Craik, Active Living Coordinator



Nova Scotia Utility and Review Board

Mailing address

PO Box 1692, Unit "M"
Halifax, Nova Scotia
B3J 3S3
board@novascotia.ca
<http://nsuarb.novascotia.ca>

Office

3rd Floor, 1601 Lower Water Street
Halifax, Nova Scotia B3J 3P6
1 855 442-4448 (toll-free)
902 424-4448 t
902 424-3919 f

December 10, 2021

mphilips@westhants.ca

District of West Hants
c/o Chief Administrative Officer
PO Box 3000
Windsor, NS B0N 2T0

Dear Mr. Philips:

S. 369 of the Municipal Government Act – 2022 Municipal Boundary Review

Section 369 of the *Municipal Government Act* requires councils of every town and municipality to apply to the Nova Scotia Utility and Review Board in 2022 to “confirm or to alter the number and boundaries of polling districts and the number of councillors.” All councils must conduct a study into the number of councillors and into the reasonableness and fairness of the number and boundaries of polling districts before making the application to the Board.

Enclosed is a copy of a User Guide prepared by the Board to provide guidance to towns and municipalities in the preparation of their applications. This information is also available on the Board’s website: <https://nsuarb.novascotia.ca/> under the Municipal Boundaries page.

Also, enclosed is a copy of Board’s *Municipal Government Act Rules (Rules)*. *Rule 27* sets out the information that is required to be filed by towns and municipalities which have polling districts or wards (to be completed on Form C). *Rule 28* sets out the requirements for towns which have no polling districts or wards (Form D).

It is recognized that the West Hants Regional Municipality conducted an extensive consultative process for a municipal boundary review in 2019, leading to the Board’s decisions in 2020 approving the size of the new Council and polling district boundaries. The Board does not have the jurisdiction to waive the statutory requirement for a further study and application in 2022, as set out in the statute. However, in the circumstances, assuming Council has satisfied itself through public consultation that there is general public acceptance of the current Council size, and to the configuration of the polling district boundaries, the Board is prepared to consider a simplified application with respect to the 2022 review.

Subject to the public or any intervenor raising the issue of the number of councillors, the application may be limited to a consideration of polling district boundaries. The application should include a

request for approval of the present number of councillors and polling districts, as well as approval of the polling district boundaries (or any minor revisions considered appropriate).

If required, the Board is available to discuss the form and nature of the next application. Please confirm receipt of this letter.

Yours very truly,



Bruce Kiley
Chief Clerk of the Board

Encl.

USER GUIDE

Statutory requirements for applications

Every eight years since 2006, the council of every municipality and town in the province must study the number and boundaries of its polling districts, their fairness and reasonableness and the number of councillors. After it completes the study, and before the end of the year, the council must apply to the Board to confirm or to change the number and boundaries of polling districts and the number of councillors. For towns that elect councillors at large, an application must be filed with the Board to confirm or change the number of councillors.¹

The Board must consider several factors to decide the number and boundaries of polling districts, including the number of electors, relative parity of voting power, population density, community of interest and geographic size.² To determine the number of councillors for a town, the Board must consider the population and geographic size of the town.³ The position of mayor is not included in the number of councillors and does not fall within the scope of the Board's review.⁴

Recommended two-step process for study

In past decisions, the Board provided specific guidance to municipalities and towns about municipal boundary applications.

Council may decide to hire a consultant or third party to do the required study, but it does have to. Many councils direct senior municipal staff to conduct the study, in some cases aided by committees which include members from the public.

The Board recommends a two-step process. At the first stage, council should decide the desired number of councillors (i.e., the size of council). Questions about the distribution of polling districts should be addressed in a second stage.

Deciding the size of council involves considering the desired style of the council, the governance structure of the council, and a determination of an effective and efficient number of councillors. The style of government should not be decided until adequate public consultation has occurred. The size of council and its governance structure is a matter which can then be decided by council in an informed debate.

Once the number of councillors and polling districts is decided, the task becomes one of distributing the polling districts, balancing the number of electors, relative parity of voting power, population density, community of interest and geographic size.⁵ As with the number of polling districts, public consultation is essential to a successful boundary setting process.

¹ *Municipal Government Act*, S.N.S. 1998, c. 18, s. 369. Part XVI of the *Municipal Government Act* applies to the Halifax Regional Municipality (*Halifax Regional Municipal Charter*, S.N.S. 2008, c. 39, s. 364).

² *Municipal Government Act*, s. 368(4).

³ *Municipal Government Act*, s. 368(5).

⁴ The definition of "councillor" means a council member other than the mayor (*Municipal Government Act*, s. 3(p)).

⁵ *Municipal Government Act*, s. 368(4).

Ideally, the public consultation process should mirror the two-step process outlined above, but the Board recognizes that for smaller municipalities or towns (or in instances where the first round of consultation has shown a preference to substantively maintain the status quo, including its boundaries), a second round of public consultation may not be practical or necessary.

Public consultation

Public consultation is an inherent part of the required study. The type and amount of consultation is within council's discretion, but it should give members of the public an opportunity to express their views on the size of their council, upon the location of boundaries for town wards or municipal polling districts, or whether a town should be divided into wards, should that be applicable. Giving the public an opportunity to provide its valuable input is a key part of the decision-making process leading to an application by a municipality or town.

Relative parity of voting power

The target variance for relative parity of voting power should be $\pm 10\%$ from the average number of electors per polling district or ward. The municipality or town must justify any variance exceeding this target in its application to the Board. The larger the proposed variance, the greater the burden on the municipal unit to justify the higher variance from the average number of electors. Factors that may support higher variances include the need to accommodate population density, community of interest or geographic size.

Polling district boundary descriptions

The municipal unit must supply descriptions of the existing and proposed municipal polling districts (or the wards in the case of towns). In most cases, the descriptions are in written form, which is acceptable to the Board. However, in recent years, municipalities and towns have asked to provide the descriptions of their polling districts or wards using digital GIS technology.

The Board will accept digital mapping descriptions instead of text descriptions, but in addition to filing a large hard copy map showing all polling districts, the Board also requires individual digital mapping for each polling district or ward. The individual mapping is to be filed by way of hard copy (8.5 x 11-inch format) and electronically (JPEG). The Board is mindful that due to differences in the size of the respective polling districts, the relative scale on each of the maps may differ.

Regardless of the format adopted by a municipality or town, the description must be able to address any inquiry made by electors or municipal election staff during a municipal election. The scale of any digital mapping descriptions must be able to respond to any inquiry.

Hearing - general procedure

When an application is received, the Clerk of the Board will contact the municipality or town to schedule a public hearing. Once the hearing date is confirmed, a notice of hearing will be prepared by the Clerk of the Board and published twice in a local newspaper. The notice will invite members of the public to apply to participate in the hearing as a formal intervenor or to comment on the application by way of providing a letter of comment or registering to speak in person at the hearing. The Board will bill the municipality or town for the cost of these advertisements. The Board will also direct the municipality or town to post the notice of hearing on their social media accounts.

When no change to the number of polling districts and councillors is requested, and no member of the public has contacted the Board to oppose the application or to request to speak at the hearing, the Board may hold the public hearing by telephone or video conference. When the application requests a change to the number of polling districts and councillors, or if there is a material change proposed to the boundaries of the polling districts, the Board will likely conduct the public hearing in person. However, the Board reserves the right to decide the format of the hearing in each case.

The Board normally holds in-person public hearings in the municipality or town where the application arises. Outside HRM, Board hearings are usually held in municipal council chambers or other rooms within the municipal building.

Municipalities or towns do not have to be represented by legal counsel but may do so. Most do not, and their applications are presented by one or more of the following: Mayor, Warden, Chief Administrative Officer, Clerk, Chair of the local boundary review committee, etc.

At the public hearing itself, the Board member or panel chair opens the hearing by briefly describing the application and then asking the parties to identify themselves. The Board's hearings are all recorded electronically by a Board hearing clerk who is also responsible for handling the exhibits filed and discussed during the hearing.

During the public hearing, the town or municipality presents evidence through the examination of its witnesses. Each witness is first sworn in or affirmed (whichever their preference) to testify. In the case of municipal boundary hearings, the evidence is typically in the form of a presentation by a municipal official, including a discussion of the study or consultation undertaken by the municipal unit, any report prepared by the applicant, and details contained in the application. After the municipal unit has presented its application, the Board will usually ask questions related to the application. The Board may ask for more information or data to be filed as an undertaking after the hearing.

After the application is presented, the Board will open the hearing to any groups who have formally intervened in the matter and any members of the public who may have comments, either in support or opposed to the application. The Board or the municipal unit representative may ask questions to the intervenors or members of the public who have given comments. At the end of such comments, the town or municipality will be given an opportunity to respond to any concerns or issues raised by the public and to make any final submissions summarizing the key points of their application.

Most municipal boundary review hearings take one or two hours.

Board Decision

The Board normally issues a written decision within 60 days of the hearing. The Board will also issue an Order giving effect to the approved number of councillors and polling districts, and to the boundaries of the polling districts. Where text descriptions are used for the polling districts or wards, the Board may require the municipal unit to submit an electronic WORD or PDF version of the descriptions.

This consolidation is unofficial and is for reference only. For the official version of the regulations, consult the original documents on file with the [Office of the Registrar of Regulations](#), or refer to the [Royal Gazette Part II](#).

Regulations are amended frequently. Please check the list of [Regulations by Act](#) to see if there are any recent amendments to these regulations filed with our office that are not yet included in this consolidation.

Although every effort has been made to ensure the accuracy of this electronic version, the Office of the Registrar of Regulations assumes no responsibility for any discrepancies that may have resulted from reformatting.

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**Municipal Government Act Rules
made under Section 12 of the
Utility and Review Board Act
S.N.S. 1992, c. 11
N.S. Reg. 114/2017 (July 10, 2017)
amended to N.S. Reg. 89/2021 (effective May 31, 2021)**

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- 1 These rules are made pursuant to Section 12 of the *Utility and Review Board Act* and apply to appeals and applications under the *Municipal Government Act* and appeals under the *Halifax Regional Municipality Charter*.

Short title and object

- 2 (1) These rules may be cited as the *Municipal Government Act Rules*.
- (2) The object of these rules is to secure the just, speedy and economic determination of every appeal or application.

Definitions

- 3 In these rules
- (a) “Act” means the *Municipal Government Act* or the *Halifax Regional Municipality Charter* (“Charter”), as the context requires;
 - (b) “agent” means a person who has been lawfully authorized to act on behalf of an applicant or an appellant;
 - (c) “Board” means the Nova Scotia Utility and Review Board;
 - (d) “Clerk” means the Clerk of the Board;
 - (e) “decision” includes a refusal, failure or neglect to make the decision sought;
 - (f) “holiday” means Saturday or a holiday as defined in the *Interpretation Act*, s. 7(1)(j);
 - (g) “person” includes an unincorporated organization, a corporation and the heirs, executors, administrators or other legal representatives of a person;
 - (h) “proceeding” includes any application, appeal, matter or thing that the Board has jurisdiction to hear or determine under the Act;
 - (i) “written evidence” includes reports, documents, letters, appraisals, hard copies of overhead projection sheets, calculations and other data which a party intends to present as evidence at the hearing or pre-hearing;
 - (j) “audio-visual evidence” includes photographs, maps, audio tapes, videos, charts, models, overlays and computer generated images which a party intends to present as evidence at the hearing or pre-hearing.

General

- 4 (1) Where procedures are not provided for in these rules or in an enactment, the Board may do whatever is necessary and permitted by law to enable it to effectively and completely adjudicate on the matter before it.
- (2) The Board may dispense with, amend, vary or supplement, with or without a hearing, all or part of these rules at any time by making a procedural order, if it is satisfied that the special circumstances of the appeal or application so require, or it is in the public interest to do so.
- (3) The Board may make directions on procedure and procedural orders which shall govern the conduct of a specific appeal or application.
- (4) The Board may extend or abridge the time fixed by these rules or otherwise fixed by the Board, and may do so of its own initiative or in response to a motion by any party whether or not the motion to extend or abridge the time is made after the time so fixed has expired.
- (5) Unless otherwise specified, where these rules or a Board order make reference to the number of days between two events, not expressed to be clear days, the number of days shall be calculated by excluding the day on which the first event happens and including the day on which the second event happens. If the last day falls on a day the Board offices are closed, the time shall automatically be extended to the next business day.
- (6) No appeal or application before the Board shall be defeated or affected by any technical objection or by any objection based upon defects in form or procedure.

Filing of Notice of Appeal, application or other documents

- 5 (1) Any Notice of Appeal, application or other document to be filed with the Board shall be filed with the Clerk.
- (2) A Notice of Appeal or application shall be in writing and shall be signed by the appellant, the applicant, or the agent or solicitor acting on their behalf.
- (3) Any document to be filed with the Board, including a Notice of Appeal or application, shall be filed with the Clerk by any of the following methods:
- (a) delivering a copy to the Clerk at the Board’s office;
 - (b) mailing a copy to the Clerk;
 - (c) transmitting a copy to the Clerk via fax or e-mail; or
 - (d) such other manner as the Board may determine.
- (4) A Notice of Appeal under the Act must be filed with the Board within 14 days after the date prescribed in s. 249 of the Act or s. 264 of the Charter, except when the 14th day falls on a holiday, in which case the Notice of Appeal must be filed with the Board on the next day that is not a holiday. (The date of filing of a Notice of Appeal has been interpreted as the date, up to midnight, that the document is actually received by the Board (not the date it is sent), and that the Board has no power to grant extensions).

- (5) All documents filed shall be date-stamped by the Board and any document, other than a Notice of Appeal or other document the filing of which is required by the Act, filed with the Board after 2:00 p.m. or on a holiday shall be considered to have been filed on the next working day.
 - (6) In all cases where documentary evidence is offered, the Board, in lieu of requiring the originals thereof to be filed, may accept true copies of such evidence or such parts of the same as may be relevant, or may require such evidence to be transcribed as part of the record.
 - (7) When a document is filed with or served on the Board by e-mail transmission, a hard copy or fax of the document shall be provided to the Board within one day thereafter.
 - (8) When a document is filed with or served on the Board by e-mail transmission or fax, the sender shall obtain an acknowledgement from the Clerk of its receipt. At the Board's discretion, electronic files may be deemed to be the official record; the requirement to file paper copies of documents may be waived.
- 5A** (1) In cases where pre-filed documentary evidence is to be filed in a proceeding, including in responses to Information Requests, electronic hyperlinks to, or within, such evidence may be used, subject to the following conditions:
- (a) where the filing party intends to rely on such evidence as part of its direct evidence in the matter, a PDF copy of the document, or of the relevant excerpt (if appropriate), and the purpose of such excerpt, shall also be provided to the Board and to the other parties, as part of the evidentiary record in the matter.
 - (b) where the electronic hyperlink in ~~subsection~~ [clause] (a) is to a video or audio recording, the party must file an MPEG or MP3 file or other authorized form of video or audio recording that can be accessed through the Board's electronic case management system. The filing must also be accompanied by a brief statement setting out the portion of the video or audio recording which is being relied on and the purpose of the evidence.
 - (c) where the filing party has provided electronic hyperlink evidence and intends to rely on such hyperlink evidence during cross-examination at a hearing, a hard copy of the hyperlinked document does not need to be pre-filed, but a PDF and/or hard copy of any excerpt being used in cross-examination shall be available for reference during the hearing.
- (2) Notwithstanding ~~subsection~~ [clause] (1)(a), no copy of the document is required to be filed where:
- (a) the evidence filed by a party is in response to an Information Request, unless a copy of the document is requested by the Board or another party; or
 - (b) the reference is to prior Board or Court decisions, to statutes or regulations, to filings of parties with the Board in other matters, or where used in referencing testimony or reports of an expert witness in other matters not directly being relied upon in the present matter.
- (3) Nothing in this rule waives the requirements upon a party where opinion evidence or an expert's report is filed in a proceeding.

Service of documents

- 6** (1) Where any document is required to be served on another person, service shall be effected by any of the following methods:
- (a) personal service upon the person;
 - (b) delivering a copy to the person's proper address;
 - (c) sending a copy by ordinary mail addressed to the person at his or her proper address;
 - (d) transmitting a copy to the person via fax or e-mail, where the person has provided a fax number or e-mail address; or
 - (e) such other manner as the Board may determine.
- (2) Where a person has indicated that he or she shall be represented by an agent or counsel, service of a document, including a Notice of Appeal, shall be effected upon that person's agent or counsel by any of the methods listed in subsection (1).
- (3) Service of any document, including a Notice of Appeal or application, may be proved by affidavit, oral testimony, or both.
- (4) When a document is served on a person by e-mail transmission, a hard copy or fax of the document shall be provided within a reasonable period thereafter if requested by the recipient.

Confidential documents

- 7** (1) Subject to subsection (2), all documents filed in respect of an appeal or application shall be placed on the public record.
- (2) A party may request that all or any part of the document be held in confidence by the Board, which request shall be placed on the public record.
- (3) The burden of satisfying the Board that a document should be held in confidence is on the party claiming confidentiality.
- (4) Any request for confidentiality shall
- (a) include a summary of the nature of the information in the document;
 - (b) state

- (i) the reasons for the request, including the details of the nature and extent of the specific harm that would result if the document were publicly disclosed, and
 - (ii) any objection to placing an abridged version of the document on the public record, and the reasons for such an objection; and
- (c) be filed with the Board and served on the parties.
- (5) Where a party has made a request under subsection (2), the document shall be held in confidence unless the Board orders otherwise.
- (6) A party may object to a request for confidentiality by filing an objection and serving the objection on the parties.
- (7) An objection shall state the reasons
 - (a) why the party requires disclosure of the document; and
 - (b) why disclosure would be in the public interest.
- (8) The party claiming confidentiality will have an opportunity to reply to any objection.
- (9) The Board may decide the issue with or without a hearing. Where the Board holds a hearing, the Board may direct that the hearing be held in the absence of the public.
- (10) In ruling on a request for confidentiality the Board shall consider
 - (a) whether the document may disclose matters involving public security;
 - (b) whether the document may disclose sensitive financial, commercial or personal matters in relation to which the desirability of avoiding disclosure in the interest of any person affected outweighs the desirability of adhering to the principle that documents be available to the public; or
 - (c) such other matters as the Board deems appropriate.
- (11) The Board may
 - (a) order that the document be held in confidence by the Board;
 - (b) order that the document be placed on the public record;
 - (c) order that an abridged version of the document be placed on the public record;
 - (d) order that the document be made available to a party to the proceeding, who has a good faith interest in accessing the confidential information and who would not otherwise be in conflict of interest, on such terms as the Board considers appropriate, including the signing of a confidentiality undertaking in a form approved by the Board;
 - (e) order that the document be withdrawn; and
 - (f) make any other order the Board may deem to be in the public interest.
- (12) Where the Board rejects a claim for confidentiality, the party claiming confidentiality may, within seven (7) days of receiving the Board's ruling, or such other time as the Board may allow, notify the Board in writing that
 - (a) if the party has filed an appeal or application, the appeal or application is withdrawn; or
 - (b) if the party is an intervenor, the intervention is withdrawn.
- (13) Where a party provides written notice to the Board pursuant to subsection (12), if the document is on file with the Board, the Board shall immediately return the documents for which confidentiality was claimed.

Amendment of documents

- 8 Subject to Section 9, a document received by the Board may be amended at any time with leave of the Board.
- 9 A Notice of Appeal may not be amended for the purpose of adding appellants.

Admission of facts

- 10 (1) The parties to any proceeding before the Board may, by admission in writing filed with the Board, agree upon the facts or any of the facts involved therein, which admission, if filed, shall be regarded and used as evidence at the hearing.
- (2) The Board may require such additional evidence as it may deem necessary.

Information requests

- 11 (1) In applications related to annexation, amalgamation and dissolution of a town, the Board may provide for information requests necessary to
 - (a) clarify evidence filed by a party;
 - (b) simplify the issues;
 - (c) permit a full and satisfactory understanding of the matters to be considered; or

- (d) expedite the appeal or application.
- (2) An Information Request shall be in accordance with Schedule A and shall
- (a) be directed to the party from whom the response is sought;
 - (b) number the questions consecutively, or as otherwise directed by the Board, in respect of each item of information requested;
 - (c) list the name, address and telephone and fax numbers of persons who may be contacted in case clarification of questions is required; and
 - (d) be forwarded to the party from whom a response is sought, with copies being sent simultaneously to the Board and all other parties.
- (3) An Information Request shall not be directed to any party upon whose behalf no evidence has been filed, without leave of the Board or consent of the party from whom a response is sought.
- (4) A party seeking leave under Rule 11(3) shall, within any time limit fixed by the Board, file with the Board and serve on the party to whom the Information Request is directed, the proposed Information Request and the reasons therefore.
- (5) The Board shall not grant leave pursuant to Rule 11(3) unless the party to whom the Information Request is directed has been given an opportunity to comment on the proposed Information Request.
- 12 (1) Subject to Rule 12(3), where an Information Request has been directed to a party that party shall file a Response to Information Request within the time fixed by the Board.
- (2) A Response to Information Request shall be in accordance with Schedule B and shall
- (a) provide a full and adequate response to each question;
 - (b) state the question at the beginning of each response;
 - (c) begin each response on a new page;
 - (d) number each response to correspond with each item of the Information Request;
 - (e) specify which witness or which member of a witness panel prepared the response;
 - (f) file and serve the Response to Information Request as directed by the Board; and
 - (g) set out the date on which the Response to Information Request is filed and served.
- (3) A party who is unable or unwilling to provide a full and adequate response to a question in an Information Request shall file and serve a response
- (a) where the party contends that the information requested is not relevant, setting out specific reasons in support of that contention;
 - (b) where the party contends that the information necessary to provide an answer is not available or cannot be provided with reasonable effort, setting out the reasons why the information is unavailable and providing any alternative available information that the party considers would be of assistance to the party directing the information request;
 - (c) where the party contends that the information sought is of a privileged nature, setting out the reasons why it is considered privileged;
 - (d) where the party contends that the information sought is of a confidential nature, requesting that it be held in confidence, or not filed, pursuant to Rule 7; and
 - (e) otherwise explaining why such a response cannot be given.
- (4) Where a party is not satisfied with the response provided or objects to a claim of privilege, the party may apply to the Board for direction.

Preliminary hearings

- 13 (1) In any appeal or application, the Board may, on its own initiative or at the request of any party, hold a preliminary hearing to deal with any matter that may aid in the disposition of the hearing, including to
- (a) consider any preliminary motion for an order dismissing the appeal or application on the grounds that the Board lacks jurisdiction to hear the appeal or application, that an appellant is not an aggrieved person, that a Notice of Appeal was filed too late, or for other reasons that may appear;
 - (b) determine any question as to the admissibility of any evidence;
 - (c) clarify or simplify the issues;
 - (d) consider the necessity or desirability of an amendment to the Notice of Appeal, application, or any other document;
 - (e) consider the participation by interested persons;
 - (f) consider a request for access to information in the custody or control of any party;
 - (g) consider the possibility of obtaining agreements to facts and to documents that will avoid unnecessary proof;

- (h) fix dates for the hearing and for any procedural steps to be completed by the parties;
 - (i) make any directions for the pre-filing of witness lists or expert witness statements and reports (except as otherwise provided for in these rules), or direct further disclosure where necessary; and
 - (j) determine issues of confidentiality, including any need to hold a part of the hearing in the absence of the public, or to seal documents.
- (2) Unless otherwise ordered by the Board, it shall not be necessary to give notice of a preliminary hearing by advertisement in a newspaper.
 - (3) Following the preliminary hearing, the Board may make an order giving such directions as the Board deems advisable.
 - (4) The Board member who presides at a preliminary hearing shall not be deemed to be seized of the appeal or application, and any subsequent hearing related to the appeal or application may be heard by that member or any other member.
 - (5) Where a party intends to request dismissal of an appeal or application pursuant to ~~subsection~~ [clause] (1)(a) herein, the party shall seek a preliminary hearing to deal with the issue.
 - (6) Where a party requests a preliminary hearing to seek an order, including an order relating to ~~subsection~~ [clause] (1)(a), and intends to present written or visual evidence at that preliminary hearing in support of the granting of that order, the party shall provide a copy of such evidence to any other party and to the Board, not less than five business days before the preliminary hearing. Any other party, who intends to present written or visual evidence at the preliminary hearing, shall provide a copy of such evidence to all other parties, and to the Board, not less than one business day prior to the preliminary hearing.
 - (7) Notwithstanding subsection (6), where a preliminary hearing is convened to determine whether an appellant is an aggrieved person, the person seeking standing as an aggrieved person shall first file the written or visual evidence sought to be relied upon at the preliminary hearing.

Disclosure of evidence before hearing

14 Subject to Rule 15,

- (1) An appellant, or a party who filed an application, who intends to present written or audio-visual evidence at a hearing shall provide a copy of such evidence to all other parties and to the Board, as directed by the hearing order referred to in Rule 16(4).
- (2) Any other party who intends to present written or audio-visual evidence at a hearing shall provide a copy of such evidence to all other parties and to the Board, as directed by the hearing order referred to in Rule 16(4).
- (3) Evidence so disclosed will be considered to be evidence before the Board, unless a party objects.

Disclosure of expert reports

15 Notwithstanding Rule 14,

- (1) Unless a copy of a report containing the full opinion of an expert, including the essential facts on which the opinion is based, a summary of the expert's qualifications, and a summary of the grounds for each opinion expressed, has been served on each party and filed with the Board, as directed by the hearing order referred to in Rule 16(4), the evidence of the expert shall not be admissible at the hearing without leave of the Board.
- (2) If the report of an expert does not comply with the requirements of subsection (1), the Board may, on the application of another party, make an order requiring the party providing the report to comply with that subsection.
- (3) Where a copy of the report has been filed and delivered as provided in subsection (1), the expert shall be required to attend at the hearing unless all other parties give notice that they do not require the attendance of the expert at the hearing, which notice shall be given as soon as is reasonably possible.

Hearing date

16 (1) The Clerk, in consultation with the parties, shall attempt to set a date for the hearing of the appeal or application.

- (2) Where the parties cannot reach agreement as to a date, the Chair shall set a date for the hearing.
- (3) The Clerk shall notify the parties of the date of the hearing.
- (4) The Board may issue a hearing order setting the date for the hearing and containing directions on disclosure and procedure.

Hearings

17 (1) Hearings may be conducted in an informal manner and need not follow the strict rules of practice and procedure required in a court of law.

- (2) The Board may, at its discretion, conduct a hearing or preliminary hearing in person, in writing or by teleconference, video conference or by any other electronic means.
- (3) At the hearing of an appeal or application, the appellant or applicant shall present its evidence first, and after the evidence of all other parties is given, shall have the right to reply.
- (4) A party may call and examine witnesses, cross-examine opposing witnesses and present arguments and submissions.
- (5) The Board may receive in evidence any statement, document, information or matter that, in the opinion of the Board, may assist it to deal with the matter before the Board whether or not the statement, document, information or matter is given or produced under oath or would be admissible as evidence in a court of law.

- (6) A party may be represented before the Board by counsel or an agent.
- (7) A hearing may be adjourned from time to time by the Board on reasonable grounds on its own motion or at the request of any party.
- (8) The Board, whenever it deems it desirable, may require briefs to be filed by the parties within such time as the Board may prescribe.

Informal settlement conference

- 18** (1) The Board may, on its own motion or at the request of any party, hold an informal settlement conference in relation to any appeal or application.
- (2) An informal settlement conference will be presided over by a Board member (the “Presiding Board Member”), and shall be subject to the following provisions:
- (a) participation by a party is voluntary;
 - (b) the parties may attend the informal settlement conference with, or without, legal counsel; or
 - (c) when a party is represented by legal counsel, however, that legal counsel must, unless the Board otherwise directs, participate in the informal settlement conference.
- (3) In the course of the informal settlement conference, the Presiding Board Member may offer opinions to the parties about the likely outcome, in the view of that member, if the appeal or application proceeds to a hearing on the merits, and alternative procedures which may be available to the parties.
- (4) The informal settlement conference will be confidential. Any information or documents provided or exchanged during the conference, and any suggestion for resolution of the issues, or any offer to settle, made during the conference, shall remain confidential, and not be disclosed in evidence in the present or any subsequent proceeding, nor be placed in the Board file, unless the party who provided the information or document, or who made the suggestion or offer, consents to such disclosure and to the manner of such disclosure.
- (5) Any notes made by the Presiding Board Member during the informal settlement conference will remain confidential, and will not be released to any person or admitted into evidence in any proceeding.
- (6) The Presiding Board Member may not participate in the hearing of the appeal or application, unless otherwise requested by all parties involved in the informal settlement conference.
- (7) (a) An agreement between the parties may, depending upon the circumstances of the particular proceeding, and the nature of the proceeding itself, include
- (i) withdrawal of an appeal or application,
 - (ii) withdrawal of opposition to an appeal or application,
 - (iii) agreement between the parties as to certain facts,
 - (iv) agreement between the parties that certain issues are to be included, or excluded, from the hearing on the merits, or
 - (v) such other agreement between the parties as the Board finds acceptable.
- (b) If, as a result of the informal settlement conference, the parties are able to reach agreement with respect to certain matters, but not with respect to others, the Presiding Board Member may prepare a statement summarizing the points of agreement and disagreement, which will be distributed to the parties, and thereafter (with the consent of the parties) placed in the Board file for the information of the Board member or members who may eventually conduct a hearing on the merits with respect to the remaining issues.
- (8) If, as a result of the informal settlement conference, an agreement is reached between the parties with respect to all or any of the issues, procedural or substantive, in the appeal or application, and the parties agree that an order of the Board may be appropriate in relation to that agreement, then the Presiding Board Member may take appropriate action, including:
- (i) making an order to implement any matter agreed upon between the parties,
 - (ii) holding a hearing, with the consent of all parties, immediately or otherwise, or
 - (iii) scheduling a hearing, with the consent of all parties, to be held by another Board member, to consider any issues relating to the public interest or requirements of the governing legislation, including notice to possible intervenors, before issuing any order which implements such agreement.

Audio and video recording of hearings

- 19** (1) Audio and video recording of an oral or electronic hearing which is open to the public may be permitted on conditions the Board considers appropriate.
- (2) The Board may refuse to permit the recording of all or any part of an oral or electronic hearing if, in the opinion of the Board, such coverage would inhibit specific witnesses or disrupt the proceeding in any way.
- (3) Where recording is allowed, the following shall apply unless otherwise directed by the Board:
- (a) only equipment which does not produce distracting sound or light shall be used;
 - (b) where possible, existing audio systems present in the hearing room shall be used;

- (c) media personnel shall not move about while the hearing is in progress; and
- (d) equipment shall be positioned unobtrusively before the hearing begins and shall not be relocated while the hearing is in progress.

Subpoenas

- 20** (1) At the request of a party, the Board may issue a subpoena, which shall be signed by the Clerk and sealed with the Board's seal.
- (2) A subpoena issued pursuant to subsection (1) shall be issued in the form prescribed by the Board and may set out the names of any number of persons required to appear before the Board.
 - (3) No person served with a subpoena is required to appear before the Board pursuant to the subpoena unless the person has been paid or tendered conduct money in an amount sufficient to cover the person's reasonable fees and traveling expenses as fixed by the Board from time to time.
 - (4) A subpoena shall be served personally on the person to whom it is directed at least two clear business days before the date on which the person is to appear.

Destruction of exhibits

- 21** (1) A person who has submitted exhibits to the Board may request that the Board return the exhibits.
- (2) The Board, at the end of six months from the date of the final order in the proceedings, provided no appeal or judicial review has been commenced within that time, may return requested exhibits and may destroy any remaining exhibits.

Costs

- 22** Costs shall be governed by the Board's *Cost[s] Rules* and ~~Section~~ [subsections] 250A(6) and (7) of the Act or ~~Section~~ [subsections] 266(6) and (7) of the Charter.

Planning appeals

- 23** (1) A planning appeal to the Board under Section 247 of the Act or Section 262 of the Charter shall be by notice in writing and shall contain
- (a) the name of the appellant;
 - (b) the name of the person making the decision;
 - (c) the date of the decision;
 - (d) the date that public notification of the decision was given; or the date on which written notice of the decision was received; or the date on which the decision is deemed to have been refused;
 - (e) a brief summary of the decision or a copy of the decision;
 - (f) the address of the appellant or the name and address of an individual upon whom documents or notices relating to the appeal may be served;
 - (g) a phone number at which the appellant or the individual referred to in ~~paragraph~~ [clause] (f) may be reached during normal business hours and a fax number, if available; and
 - (h) reasons for appealing.
- (2) A Notice of Appeal may be in Form A (for an appeal from the decision of a municipal council) or Form B (for an appeal from the decision of a development officer).
- 24** (1) A Notice of Appeal shall be accompanied by the written undertaking of the appellant, his solicitor, or his agent, agreeing to pay the costs of advertising the Notice of Public Hearing for the appeal, and agreeing to keep the list of names and addresses of assessed owners, which will be provided, confidential, and not to disclose it to any person, nor use it for any purpose, not related to the planning appeal.
- (2) Where a Notice of Appeal filed with the Board is not accompanied by the required written undertaking, the Board may extend the time for filing such undertaking, provided however that such extension of the time shall not exceed 7 days from the date of filing the Notice of Appeal.
 - (3) Failure by the appellant, his solicitor, or his agent to file the written undertaking shall not preclude the Board from setting the appeal down for hearing, advertising the Notice of Public Hearing, and thereafter recovering the cost of such advertisement from the appellant.
- 25** When more than one Notice of Appeal is filed with the Board, arising out of the same decision, or affecting the same matter, the Board may require the several appellants, or their solicitors or agents, to file a joint undertaking agreeing to pay the cost of advertising a Notice of Public Hearing, and agreeing to keep the list of names and addresses of assessed owners, which will be provided, confidential, and not to disclose it to any person, nor use it for any purpose, not related to the planning appeal.
- 26** (1) Pursuant to s. 250A(1) of the Act or s. 266(1) of the Charter, the municipality which is responsible for the decision which is the subject of the appeal shall, within 14 business days of being notified by the Board of the filing of the Notice of Appeal, file with the Clerk and with any other party, the complete electronic and hard copy of the Appeal Record and an electronic copy of the relevant Municipal Planning Strategy, Land Use By-law, Zoning By-law, Subdivision By-law or Subdivision Regulations.
- (2) An Appeal Record shall consist of the following:
 - (a) a table of contents;
 - (b) the application;

- (c) the decision under appeal;
 - (d) a copy of the advertisements for any public hearing held relating to the subject of the appeal;
 - (e) a copy of the minutes of any public hearing respecting the subject of the appeal;
 - (f) a copy of the minutes of any council meeting at which the subject of the appeal was discussed;
 - (g) a copy of any report, letter, submission, recommendation or other matter respecting the subject of the appeal which was submitted to or was considered by council or the Development Officer, excluding any legal opinion prepared for the municipality for which privilege is claimed; and
 - (h) a copy of the publication of the notice of the decision; or a copy of the written notice which was sent to the applicant.
- (3) The pages of the Appeal Record shall be numbered.
- (4) Nothing in this Section shall be deemed to prejudice the right of any party to inspect and obtain copies of any documents prior to the time that the Appeal Record is to be filed.
- (5) In the case of an appeal from a decision of the Provincial Director of Planning or a Provincial Development Officer, the Appeal Record shall be prepared and filed by the Provincial Director of Planning or the Provincial Development Officer who made the decision.
- 27 (1) Upon receipt of the Notice of Appeal, the Clerk shall schedule a preliminary hearing to be held within 14 business days.
- (2) The Clerk shall publish in the newspaper a Notice of Public Hearing advising the public that a Notice of Appeal has been filed with the Board, and advising that any aggrieved person has the right to intervene and participate in the public hearing.
- (3) Upon receipt of a list of assessed owners from the Clerk, the appellant shall, within three business days, serve a copy of the Notice of Public Hearing on all assessed owners of land within a distance of 500 feet of the property which is the subject of the appeal.
- (4) The Board may require the appellant to serve such other persons as the Board determines necessary with a copy of the Notice of Public Hearing.
- (5) Any aggrieved person wishing to intervene in the public hearing shall file a notice with the Board advising of his or her intention to participate in the hearing.
- 28 (1) Pursuant to s. 250A(2) of the Act, or s. 266(2) of the Charter, a hearing must begin within 45 days from the filing of the Appeal Record unless the Board determines that it is necessary in the interests of justice for the hearing to begin at some later time or unless all the parties agree that the hearing may begin at some later time.
- (2) In the event that the Board directs the filing of post-hearing written submissions, such submissions must be filed with the Board, pursuant to s. 250A(5) of the Act or s. 266(5) of the Charter, within 14 days after the close of the hearing unless the Board determines that it is necessary in the interests of justice for such submissions to be submitted at some later time or unless all the parties agree that the submissions may be filed at some later time.
- (2A) A hard copy of submissions, is not required by the Board, unless specifically directed by the Board.
- (2B) A Book of Authorities or any case, is not required to be filed electronically or by paper, if they are available online. A list of the authorities and citations should be included at the end of the submissions. Specific paragraphs relied upon should be included in the text.
- (3) Pursuant to s. 250A(3) of the Act or s. 266(3) of the Charter the Board shall render its decision within 60 days after the close of submissions by the parties, unless the Board otherwise states at the close of the hearing or unless it is necessary in the interests of justice.

Municipal boundaries

- 29 (1) An application under Section 368 or 369 of the Act by a municipality which has been divided into polling districts shall contain the following information:
- (a) a list of the polling districts in the municipality and the number of councillors elected from each;
 - (b) a brief description of each polling district, including the names of the larger communities, its geographic size, any relevant geographic features, and any factors which establish a particular community of interest in the polling district;
 - (c) the latest available population statistics for the municipality and for each polling district; and
 - (d) a table which shows the following information from the most recent municipal election:
 - (i) the number of electors in each polling district,
 - (ii) the total number of electors in the municipality,
 - (iii) the percentage of the total number of electors in each polling district,
 - (iv) the average number of electors per councillor for the municipality,
 - (v) the number of electors per councillor for each polling district, and the number by which it exceeds or is less than the average number of electors per councillor,

- (vi) the number expressed as a percentage by which the number of electors per councillor in each polling district exceeds or is less than the average number of electors per councillor.
 - (2) Where the application is to confirm the number and boundaries of the existing polling districts and the number of councillors to be elected therefrom, it shall contain the reasons why the status quo should continue.
 - (3) Where the application is to change the number or boundaries of the polling districts or the number of councillors elected therefrom, or both, it shall contain an outline of the proposed changes, reasons for the changes, a table similar to that referred to in ~~subsection~~ [clause] (1)(d) which shows an estimate of the elector statistics which will result if the change is approved.
 - (4) The application shall be signed by the mayor/warden and the clerk of the municipality and shall be accompanied by a copy of the resolution of council authorizing or directing the making of the application, certified by the clerk of the municipality to be a true copy of the resolution.
 - (5) An application may be in Form C.
- 30** (1) An application under Section 368 or 369 of the Act by a town which has not been divided into wards or polling districts shall contain the following information:
- (a) the number of councillors;
 - (b) the geographic size of the town;
 - (c) the latest available population statistics for the town;
 - (d) the total number of electors in the most recent municipal election;
- (2) Where the application is to confirm the number of councillors, it shall contain the reasons why the status quo should continue.
 - (3) Where the application is to change the number of councillors, it shall contain an outline of the proposed changes and the reasons for the proposed changes.
 - (4) The application shall be signed by the mayor and the clerk of the town and shall be accompanied by a copy of the resolution of council authorizing or directing the making of the application, certified by the clerk of the town to be a true copy of the resolution.
 - (5) An application may be in Form D.
- 31** (1) Every application shall be accompanied by
- (a) a copy of any advertisement soliciting input from the public in conducting the study;
 - (b) a copy of the minutes of any council meeting and public hearing respecting the study or application;
 - (c) a map showing the boundaries of the existing polling districts;
 - (d) a description of the boundaries of the existing polling districts;
 - (e) where the application is to change the number or boundaries of the polling districts, a map showing the boundaries of the proposed polling districts and a description of the boundaries of the proposed polling districts;
 - (f) such additional information as Council determines.
- (2) Where an application under Section 358 (amalgamation or annexation), Section 368 (polling districts), or Section 394 (dissolution of a town) of the Act is made, the application shall contain, to the extent possible, the information outlined in Rules 29, 30 and 31(1) above, including Forms E and F, depending upon the nature of the application.

32 These *Municipal Government Act Rules* shall take effect upon proclamation of *An Act to Amend Chapter 18 of the Acts of 1998, the Municipal Government Act*, S.N.S. 2008, c. 25, and shall only apply to appeals filed on or after the said proclamation date. [sic]

[Please note: In accordance with subsection 3(6) of the *Regulations Act*, a regulation that is not filed within seven days after it is made comes into force on the day which it is filed with the Registrar of Regulations.]

These *Municipal Government Act Rules* were made by the Nova Scotia Utility and Review Board at a Board meeting held on the 29th day of June 2017, and replace and supersede all previous *Municipal Government Act Rules*.

sgd: Bruce A. Kiley
Bruce A. Kiley
Clerk of the Board

[Please note: Square brackets in Schedules A and B do not indicate editorial corrections made by the ORR. They are part of the schedules.]

Schedule A – Information Request(s)

Matter No. M_____

Nova Scotia Utility and Review Board

In the matter of: The Act

In the matter of: insert application / matter name

Information Requests

[insert whether **Non-Confidential / Confidential / Redacted**]

To: insert party name or counsel name
by e-mail: [insert email address]

From: insert name of party – e.g. Nova Scotia Utility & Review Board

Responses due: [as directed by pre-hearing order or the Board Clerk]
e.g. Wednesday, December 14, 2017

Copies: [as directed by pre-hearing order or the Board Clerk]
e.g. 1 electronic copy (PDF searchable)
XX hard copies

Contact person: [insert individual's name, address, telephone/fax numbers of persons who may be contacted in case clarification of questions is required]

Issued at Halifax, Nova Scotia, this day of , 20 .

Clerk of the Board

Questions:

1. [questions to be numbered consecutively]
2. etc.

Schedule B – Response(s) to Information Request(s)

Matter No. M_____

Nova Scotia Utility and Review Board

In the matter of the Act

- and -

In the matter of an application [name of applicant]

Response(s) to Information Request(s)

To: [name of party (or Board) requesting information]

From: [name of party information requested from]

Question 1. [repeat the question asked]

Response 1. [response – attach any schedules and attachments relating to this response]

**** [each response must start on a separate page and must include the heading as above]**

[date that response is filed with the Board]

FORM A (Decision of Council)

Nova Scotia Utility and Review Board

In the matter of: an appeal under Section 247 of the *Municipal Government Act* or Section 262 of the *Halifax Regional Municipality Charter*

Notice of Planning Appeal

Take notice that _____
(state name(s) of person(s) appealing)

has/have made an appeal from a decision made by _____
(municipal council)

on _____ respecting property located at _____
(date) (address)

in the County of _____, which decision states:
(or attach a copy of the decision)

Notice of the decision was published in the newspaper on _____.
(date)

Section [Subsection] 250(1) of the *Municipal Government Act* or Section [subsection] 265(1) of the *Halifax Regional Municipality Charter* provide that an aggrieved person or an applicant may only appeal on the grounds that the decision “does not reasonably carry out the intent of the municipal planning strategy” (“MPS”).

Specify each policy of the MPS which you allege council has not reasonably carried out the intent of and briefly describe how they have failed to do so:

(Attach additional pages if necessary)

Dated at _____, Nova Scotia this _____ day of _____, 20____.

Appellant, Solicitor or Agent

Contact information:

Mailing address:

(street)

home phone: _____

(city, province)

work phone: _____

(postal code)

fax number: _____

e-mail address: _____

Undertakings

The appellant(s) agree(s) to pay the costs of any advertising of the Notice of Public Hearing for the appeal.

Appellant, solicitor or agent

The appellant **and** solicitor or agent further undertake to keep the list of names and addresses of owners, which will be provided, confidential, and not disclose it to any person, nor use it for any purpose, not related to this planning appeal. The appellant **and** solicitor or agent further undertake to dispose of the personal information at the conclusion of this matter.

Appellant or agent

Solicitor or agent for the appellant (if applicable)

FORM B (Decision of the Development Officer)

Nova Scotia Utility and Review Board

In the matter of: an appeal under Section 247 of the *Municipal Government Act* or Section 262 of the *Halifax Regional Municipality Charter*

Notice of Planning Appeal

Take notice that _____
(state name(s) of person(s) appealing)

has/have made an appeal from a decision made by _____
(name of development officer)

on _____ respecting property located at _____
(date)

in the County of _____, which decision states (or attach a copy of the decision):

Written notice of the decision was received on _____
(date)

Section [Subsection] 250(2) of the *Municipal Government Act* or Section [subsection] 265(2) of the *Halifax Regional Municipality Charter* provide that an applicant may only appeal a refusal to issue a development permit on the grounds that the decision of the development officer does not comply with the land-use by-law or a development agreement.

Describe how the decision of the development officer fails to comply with the land-use by-law or the development agreement

(Attach additional pages if necessary)

Dated at _____, Nova Scotia this _____ day of _____ 20_____.

Appellant, Solicitor or Agent

Contact information:

Mailing address:

_____ home phone: _____

_____ work phone: _____

(street)

_____ fax number: _____

(city, province)

_____ e-mail address: _____

(postal code)

Undertakings

The appellant(s) agree(s) to pay the costs of any advertising of the Notice of Public Hearing for the appeal.

Appellant, solicitor or agent

The appellant **and** solicitor or agent further undertake to keep the list of names and addresses of owners, which will be provided, confidential, and not disclose it to any person, nor use it for any purpose, not related to this planning appeal. The appellant **and** solicitor or agent further undertake to dispose of the personal information at the conclusion of this matter.

Appellant or agent

Solicitor or agent for the appellant (if applicable)

FORM C

Nova Scotia Utility and Review Board

In the matter of: an application pursuant to Section 368 or 369 of the *Municipal Government Act*

The Council of the Municipality of _____ makes application to the Nova Scotia Utility and Review Board to:

- confirm the number and boundaries of polling districts
- confirm the number of councillors
- alter the number and boundaries of polling districts
- alter the number of councillors

1. There are at present _____ polling districts in the Municipality and _____ councillors.
2. The following is a brief outline of each polling district in the Municipality, including the names of the larger communities, the geographic size, any relevant geographic features, and any factors which establish a particular community of interest in the polling district:

Polling District 1:

3. The latest population statistics for the Municipality are as follows:

Polling District	Population
TOTAL:	

4. The following table shows the results from the last municipal election which was held on / / m d y

Polling District	Number of Electors	% of Total Electors	Variation from the Average Number of Voters	
			#	%

Total number of electors:
Total number of councillors:
Average number of electors per councillor:

5. The number and boundaries of the polling districts and the number of councillors elected therefrom should be confirmed for the following reasons:

OR

5. a) The following changes to the number and boundaries of the polling districts and the number of councillors to be elected therefrom are proposed:
- b) The reasons for these proposed changes are as follows:
- c) The following table shows an estimate of the voter statistics which will result if the changes are approved by the Board:

Polling District	Number of Electors	% of Total Electors	Variation from the Average Number of Voters	
			#	%

Total number of electors:
Total number of councillors:
Average number of electors per councillor:

Dated at _____)
County of _____)
this _____ day of _____)
20 ____, _____)
_____)
_____)
_____)
_____)

Mayor/Warden

Clerk

FORM D

Nova Scotia Utility and Review Board

In the matter of: an application pursuant to Section 368 or 369 of the *Municipal Government Act* for use by towns which do not have polling districts or wards

The Council of the Town of _____ makes application to the Nova Scotia Utility and Review Board to

- confirm the number of councillors
- alter the number of councillors

1. There are at present _____ councillors in the town.
2. The geographic size of the town is _____
3. The latest population statistics for the town are _____
4. The number of electors from the last municipal election which was held on _____ ~~are~~ [is] ____ month/day/year
5. The number of councillors elected should be confirmed for the following reasons:

OR

5. a) The following changes to the number of councillors to be elected are proposed:
- b) The reasons for these proposed changes are as follows:

Dated at _____)
County of _____)
this _____ day of _____)
20 ____, _____)
_____)
_____)
_____)
_____)

Mayor/Warden

Clerk

FORM E

Nova Scotia Utility and Review Board

In the matter of: an application pursuant to Section 358 of the *Municipal Government Act*

- the Minister
- Municipality([ie]s) or Town(s) of _____
- the greater of ten percent or one hundred of the electors in the area proposed to be amalgamated or annexed

makes application for:

- amalgamation
- annexation

An application for a preliminary order shall include:

- 6.* The boundaries and the geographic size (including maps if available) of the area proposed to be amalgamated or annexed sufficient to identify the area is _____
- 7.* An estimate of the population of the area proposed to be amalgamated or annexed _____
- 8.* The total assessed value of taxable property and occupancy assessments in the area proposed to be amalgamated or annexed is _____
- 9.* The proposed effective date of amalgamation or annexation is _____

[*Numbering as in original.]

Nova Scotia Utility and Review Board

In the matter of the *Municipal Government Act*

An application to dissolve a town under s. 394 is being made by:

- the Minister
- the council of the town; or
- ten percent of the electors of the town

Application for preliminary order (s. 395):

The application for a preliminary order shall include:

- a copy of any advertisement soliciting input from the public on the application;
- a copy of the minutes of any council meeting, public hearing or public meeting respecting the application;
- if a plebiscite(s) has been held with respect to the application, the date of such plebiscite(s), the question asked and the results of the plebiscite(s);
- a map showing the boundaries of the town;
- a description of the boundaries of the town;
- the geographic size of the town and the latest population statistics for the town;
- present number of councillors in the town;
- the boundaries of the town proposed to be dissolved;
- the total assessed value of taxable property and occupancy assessments in the town;
- the audited financial statements of the town for the fiscal year immediately preceding the year in which the application was made;
- a brief statement of the reasons for the application; and
- such other matters as the applicant considers relevant to the application

Dated at _____, Nova Scotia, this _____ day of _____, 20 ____.

Mayor

Clerk

**** The applicant shall serve a copy of the application for a preliminary order on the clerk of the town, the clerk of the district municipality to which the town would revert if dissolved and on such others as the Board directs.**

From: [Abraham Zebian](#)
To: [Deanna Snair](#)
Subject: Fwd: Ft Edward
Date: Monday, December 13, 2021 2:47:11 PM

From: Mary Lou Bennett <maryloubennettwindsor@gmail.com>
Date: December 13, 2021 at 2:43:41 PM AST
To: Abraham Zebian <AZebian@westhants.ca>
Subject: Ft Edward

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Hi Abe , I'm emailing in regards to the sale of land adjacent to the Ft Edward Blockhouse.

I am opposed to the rezoning and sale of the land to a private developer to construct apartments.

I know that affordable housing is an important issue, but I do not feel this is the appropriate place to build them.

I hope this land will not be put up for sale.

Regards Mary Lou Bennett

Please share this with your fellow councillors.

Sent from my iPad

Abraham Zebian
Mayor
West Hants Regional Municipality
(902)790-1566

West Hants Regional Municipality acknowledges that we are in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People.

Begin forwarded message:

From: "liz@efgcomm.com" <liz@efgcomm.com>
Date: December 16, 2021 at 1:54:51 PM AST
To: "liz@efgcomm.com" <liz@efgcomm.com>
Subject: A Better Use for Fort Edward Street Properties

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Your Worship and Members of Council,

I write to express my hope you will suspend the rezoning and sale process of the properties on Fort Edward Street to learn more about what other, better possibilities can be achieved for that public space.

I understand that any asset must have value to be retained and that 65 Fort Edward Street has lost its value as a pool, but it has not lost its value as a community asset, maintaining invaluable potential if transformed in a manner that:

1. Increases the economic and tourism value of the adjacent historic site, Fort Edward, which already draws more visitors annually than any other attraction in the area, by offering basic amenities that cannot be installed at the Fort itself,
2. Increases the educational value to students at all levels of study by having a gathering space and displays of artifacts to facilitate contextual learning of our combined heritages, and,
3. Presents Fort Edward in a modern context by creating a deliberate space for reconciliation of past wrongs and encouraging a more informed and inclusive society going forward.

By now I hope you have had access to some of the learned perspectives of our

community as well as some of the historical details about the Fort area in general and have come to realize that the area being sold for residential development is a much more significant and complex space than it appears.

Disposing of the properties on Fort Edward Street for residential, potentially high density residential, development may represent a quick monetary return, but at the cost of having a development in place the public does not support and at the loss of a space with tremendously high social value.

Over the past few years there have emerged and remain many issues in our area that have had a divisive effect on us all. The need I see in our community to create a positive space we can all support makes the community/public value of the Fort Edward Street properties rise far beyond a monetary realm to a value that can't be expressed in financial terms.

Fort Edward, for better or worse, has been part a huge part of many stories over its existence, and I believe, with the vision and foresight of a community that wishes to be better, we can collaborate on its next chapter to ensure a happy ending.

Thanks very much for your consideration,

- Liz Galbraith,
164. King Street, Windsor
902-792-1148