



**WEST HANTS REGIONAL MUNICIPALITY
Planning and Heritage Advisory Committee (PAC/HAC) Agenda
June 10, 2021**

Zoom

**NOTE: A PUBLIC INFORMATION MEETING (PIM) WILL BE HELD AT 6:00 PM.
PAC/HAC will begin immediately following the close of the PIM.**

1.0 Call to Order, Attendance, Welcome to New Council Member and Introductions

2.0 Approval of Agenda and Additions

3.0 Approval of Minutes

4.0 Business Arising from the Minutes

4.1 Terms of Reference: Possible Revision regarding the Chair Voting

4.2 Update: File # 20-28 234 Mountain Rd., Three Mile Plains / Mobile Homes in Three Mile Plains (Sara Poirier)

4.3 Update: File # 19-15 Meadows, Falmouth Development Agreement (Madelyn LeMay)

4.4 Update: File # 20-10 Heritage Property By-law (Madelyn LeMay)

4.5 Update: File #s 20-27, 20-29 & 20-30 Secondary Suites: Amendments to the West Hants, Windsor and Hantsport MPS and LUB (Madelyn LeMay)

4.6 Update: Mobile Canteen Vending By-law (Sara Poirier)

4.7 Mobile Bars – information

4.8 Recreational Vehicles – information

5.0 Building and Development Activity Reports

6.0 New Business

6.1 File 21-08 233 Gray Street and Abutting Lot, Windsor, Development Agreement (Madelyn LeMay)

6.2 File 21-02 101 Three Mile Plains Cross Road Development Agreement (Sara Poirier)

6.3 File 21-05 20 Empire Lane, Windsor Development Agreement (Sara Poirier)

6.4 MPS Review Discussion (deferred from May 13, 2021)

- Cemeteries, Yards, Frontage on a Street and Measurement System (Madelyn LeMay)

- Household livestock (Sara Poirier)

7.0 Notices from Adjacent Municipal Units

East Hants Notice of Plan Review (deferred from May 13, 2021)

8.0 Questions and Comments from Public

9.0 Adjournment



PLANNING & DEVELOPMENT SERVICES
76 Morison Drive, Windsor-West Hants Industrial Park
P.O. Box 3000, Windsor, Nova Scotia B0N 2T0
Tel: (902) 798-8391 Ext. 115 Fax: (902) 798-8553

ACTIVITY REPORT

For Month of May 5/31/2021

Type	May 2020			May 2021		
	Approved Permits	Units	Value of Construction	Approved Permits	Units	Value of Construction
*Single Unit	13	4	1,655,000	15	10	2,837,412
Duplex/Semi	1	0	127,000	2	4	775,000
Apartments	0	0	0	0	0	0
**Other Residential	23	0	335,882	20	0	702,386
Commercial	1	0	1,600,000	0	0	0
Industrial	0	0	0	1	0	29,000
Inst & Gov	1	0	185,000	0	0	0
Agriculture	0	0	0	0	0	0
Park/Recreational	0	0	0	0	0	0
Total	39	4	3,902,882	38	14	4,343,798
Year To Date	104	16	7,854,727	132	45	13,170,705
Demolition	1	0		3	0	
Sign Permits	0			0		
Sub Applications	2	3 (Lots Requested)		8	28 (Lots Requested)	

*includes new construction, additions, renovations, repairs, and development permits.

**includes garages/sheds/carports, decks, and swimming pools.

Public Information Meeting Notes

April 28, 2021- May 11, 2021

File 21-08A

233 Gray Street and Abutting Lot PID # 45354065

Meeting date and time	A public information meeting was held on April 28, 2021 beginning at 7 p.m. The meeting was broadcast live on the Municipal Facebook page.
File Number	21-08 A
Attending	Councillor Jim Ivey, PIM Chair Madelyn LeMay, Director, Planning and Development Sara Poirier, Planner John Salah, Applicant Xhavid Kuka, Owner Jani Mroshaj , Owner As this meeting was held virtually there were no members of the public present.
Applicant John Salah, Quadra Engineering Agent 3332758 Nova Scotia Limited Xhavid Kuka, President Jani Mroshaj, Vice President	Ms. LeMay outlined the application for a development agreement to permit a portion of the parking required for 233 Gray Street to be located on the abutting vacant lot, PID 45354065. A presentation was not made by the applicant.
Comments	Written comments were received from four (4) individuals: <ul style="list-style-type: none">• three individuals thought the development agreement was for an apartment building which is permitted as-of-right; all of their comments or questions were about the apartment building;• 2 individuals requested digital copies of the plan for the parking lot;• 1 individual indicated there is no point in meeting if changes might be made after the PIM;• 1 individual was not opposed to the parking arrangements;• 1 individual had questions but no comments
Adjournment	The presentation portion of the PIM ended at approximately 6:15 p.m.; comments could be submitted by the public by mail, drop-off at the Municipal Office, e-mail and telephone to Ms. LeMay until May 11, 2021.
Attachment A	PIM Submissions

ATTACHMENT A

PIM Submissions: 233 Gray Street

Received April 21 to May 11, 2021

Compiled May 12, 2021

From: Garth Hancock

Sent: Wednesday, April 21, 2021 12:58 PM

To: Madelyn LeMay <MLeMay@westhants.ca>

Subject: 233 Gray St

please e-mail me a legible copy of the proposed parking plan

Second - why is a red line shown on the picture of Wagners court I'm not aware of any road on that property

Yes I can see this plan not like the one mailed out. What is the sense of a meeting if you change things after?. I notice a 15' sideline set back but balconies extend out within the 15'. What is the required sideline setback.

The developer will get as much as he can get away with ,the come back and ask for changes to get more. All we can do as is try to keep things as allowed and try not to have the Municipality give things that are not as of right. The meetings are just a waste of time process for the neighbours after the meeting it is the Municipality that will tow the line or sell us out. I will see if I can find the requirements for R-4 if I can not I will ask you where to find them.

Due to Covid we will not be attending any public meetings. I understand the specks will change after the meeting so the meeting seems pointless anyway.

Please accept my comment as any input I would of given at a meeting.

What people want is as low of a building as possible - The most green space possible abutting their property as possible and as much privacy from the building as possible.

Please note The notice of this meeting sent to the public contained incorrect information the plan mailed out was not legible and the information should of included a copy of the R-4 Zoning requirements . It appears some of the requirements differ from the proposal.

I personally would like to see any Balconies facing existing buildings placed at a maximum distance to the lot line as this is where people will flick cigarette butts and other butts and have B.B.Q's weather they are allowed or not. Normally fire safety is an important issue.

It will be up to the Municipality to make the development meet requirements any gifts to the developer will come at a cost to the adjacent property owners in the way of loss of value and enjoyment

Thanks please accept this as input.

From: (Doug Allen)

Sent: Thursday, April 22, 2021 5:10 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: 233 Gray

Hi Madelyn;

Just received your communication related to 233 Gray.

No objections to the change related to the parking arrangements.

The 15 unit apartment building. No objections as long as the build remains 15 units or less.

Cheers
Doug Allen

For Irene Allen

From: Chris Sanford
Sent: Wednesday, April 28, 2021 5:33 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: digital copy of plot plan not readable

Hi

Can you forward me a digital copy of the plot plan that was sent out via regular mail. The copy sent out is not readable.

Thanks
Chris Sanford

From: Janet Smith
Sent: Tuesday, May 11, 2021 3:07 PM
To: Madelyn LeMay <MLeMay@westhants.ca>
Subject: 233 Grey Street

Dear Ms. LeMay,

I wish to inquire regarding the proposed development located at 233 Gray Street. I have a few questions for your consideration:

1. Is this project a government subsidized public/private partnership receiving funding from either Federal, Provincial or Municipal government or a combination of all sources?
2. How tall is the proposed development i.e. how many floors?
3. Why was there no public consultation regarding this development considering this is the heritage property district and the development is to be situated in the center of, and thus surrounded mostly by single family dwellings of historic character?

4. After this development is completed, will the municipality accept application and consider this property eligible for a 'Phased In Assessment Agreement' under the DEVELOPMENT SUPPORT PROGRAM, for Taxation Rebates?
5. Is the West Hants Housing Coalition involved in this project/development?
6. Is this project/development involved with the National Housing Strategy / Rapid Housing Authority and Rental Construction Financing Initiative?
7. On what date did the 'Developer' make application for the proposed development and when does the Department of Planning and Development intend to finalize the application?
8. What is the estimated annual tax revenue this development is expected / calculated to contribute to the Windsor West Hants Municipality?

Thank you for your time and attention to these questions and I look forward to hearing from you at your nearest opportunity.

Sincerely,
Janet Smith

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <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

Submitted by: _____
Madelyn LeMay, Planner

Date: June 10, 2021

Subject: Development Agreement: 233 Gray Street and PID #45354065,
Windsor
File # 21-08

1.0 LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

2.0 RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit the required parking for two fifteen-unit apartment buildings, located on 233 Gray Street, PID 45059938 and the abutting lot, PID 45354065, to be located in a manner substantively the same as described in the draft set out in Attachment A of the report to the Planning and Heritage Advisory Committee regarding File 21-08 dated June 10, 2021.

3.0 BACKGROUND

An application was completed on April 9, 2021 from John Salah of Quadra Engineering, acting for 3332758 Nova Scotia Limited, to consider a development agreement to allow part of the parking for the 15-unit apartment building at 233 Gray Street to be located on the abutting vacant lot (PID 45354065). An application for a development permit for the vacant lot showed that parking for the apartment building at 233 Gray Street (PID 45059938), which should be entirely located on the lot at 233 Gray Street, has spilled over onto the vacant lot in violation of the WLUB (Figure1).

Both lots are designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS) and zoned High Density

Residential (R-4) on the zoning map of the Windsor Land Use By-law (WLUB). Both lots are held in the same ownership: 3332758 Nova Scotia Limited.

Each of these lots can be sold separately. In order that future owners of both lots are aware of the agreement regarding parking, it is appropriate that the development agreement be recorded on the title of each property.

4.0 DISCUSSION

4.1 Vacant Lot: PID 45354065

The developer has requested permission to construct a 15-unit apartment building on this lot. Although the lot has only 40' of frontage on the street, the lot was created in June 2005, prior to the effective date of the WLUB (September of 2005), and s.5.13 of the WLUB enables it to be developed. All parking for the new building can be located on the now-vacant lot, and all other requirements of the WLUB have been met, so a development permit has been issued for the 15-unit apartment building.

4.2 233 Gray Street, PID 45059938

4.2.1 Existing Violation

In 2005 a development permit was issued for a 15-unit apartment building on the lot at 233 Gray Street. The building was constructed and is in use to-day. The parking required by the development permit has not remained all on the lot at 233 Gray Street; it has expanded into the abutting vacant lot. As a result, the existing building is in violation of the WLUB.

4.2.2 Request for Development Agreement

Clause 6.1 (a) of the WLUB enables parking to be located on a separate lot by development agreement in accordance with Policy 4.11.3 of the Windsor Municipal Planning Strategy. The owner of both lots has requested a development agreement to regularize the placement of part of the parking for 233 Gray Street on the now-vacant lot.

The development agreement proposal provides a minimum of 43 parking spaces for the two fifteen (15) unit apartment buildings. This is two spaces short of the parking which would usually be required by the Land Use By-law, but is more than would be required by a more usual modern standard of 1.25/unit (38 spaces). Each parking space is 9' by 20' which is narrower than required by the WLUB, but meets most modern standards.

4.2.3 Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development

agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. In the case of considering parking on a separate lot only by development agreement, Council is ensuring that the parking is tied legally to the use and that any future purchaser of the property will be aware of the requirements.

A proposal being considered must be measured against only any specific criteria for that use and the general criteria for the proposal in the MPS. No other criteria are used when considering a development agreement.

4.2.4 WMPS Specific Criteria for Parking by Development Agreement

Each of the criteria is met by the proposal (Attachment A). It is within 300' of the lot which the parking serves, the lots are held in the same ownership and the draft development agreement ties the parking for each lot to both property descriptions.

4.2.5 WMPS General Criteria

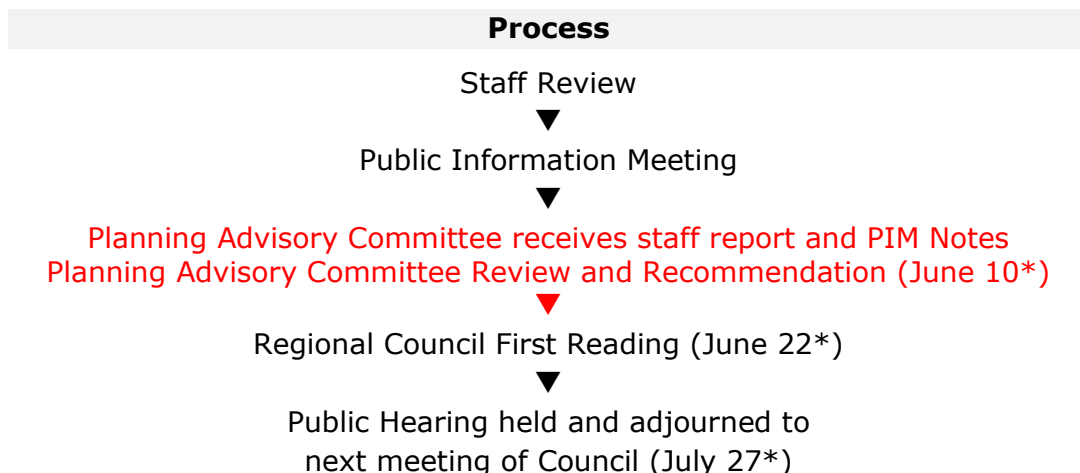
The proposal meets the general criteria for development agreement set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary, the proposal is neither premature nor inappropriate and no problems are anticipated by either the Traffic Authority or the Development Officer.

4.2.6 Municipal Climate Change Action Plan

Since this is a development agreement outside the Environmental Constraints Area only to regularize parking on an abutting lot, the application was not measured against the Municipal Climate Change Action Plan.

5.0 **NEXT STEPS**

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WMPS and is consistent with the intent, objectives and policies. Dates shown are the anticipated dates; the final dates will be set by Council.



▼
Council completes Public Hearing and
holds Second Reading (September 28*)

▼
Ministerial Approval or Appeal Period

▼
Notice of Approval in Local Paper

6.0 FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality regarding this development agreement.

7.0 ALTERNATIVES

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

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC;
- provide alternative direction such as requesting further information on a specific topic.

8. ATTACHMENTS

Figure 1 Orthophoto: Existing Situation

Figure 2 Windsor GFLUM Extract

Figure 3 Windsor Zoning Map Extract

Attachment A Specific Criteria for Development Agreement

Attachment B General Criteria for Development Agreement

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

Figure 1

Orthophoto: Existing Situation



Figure 2

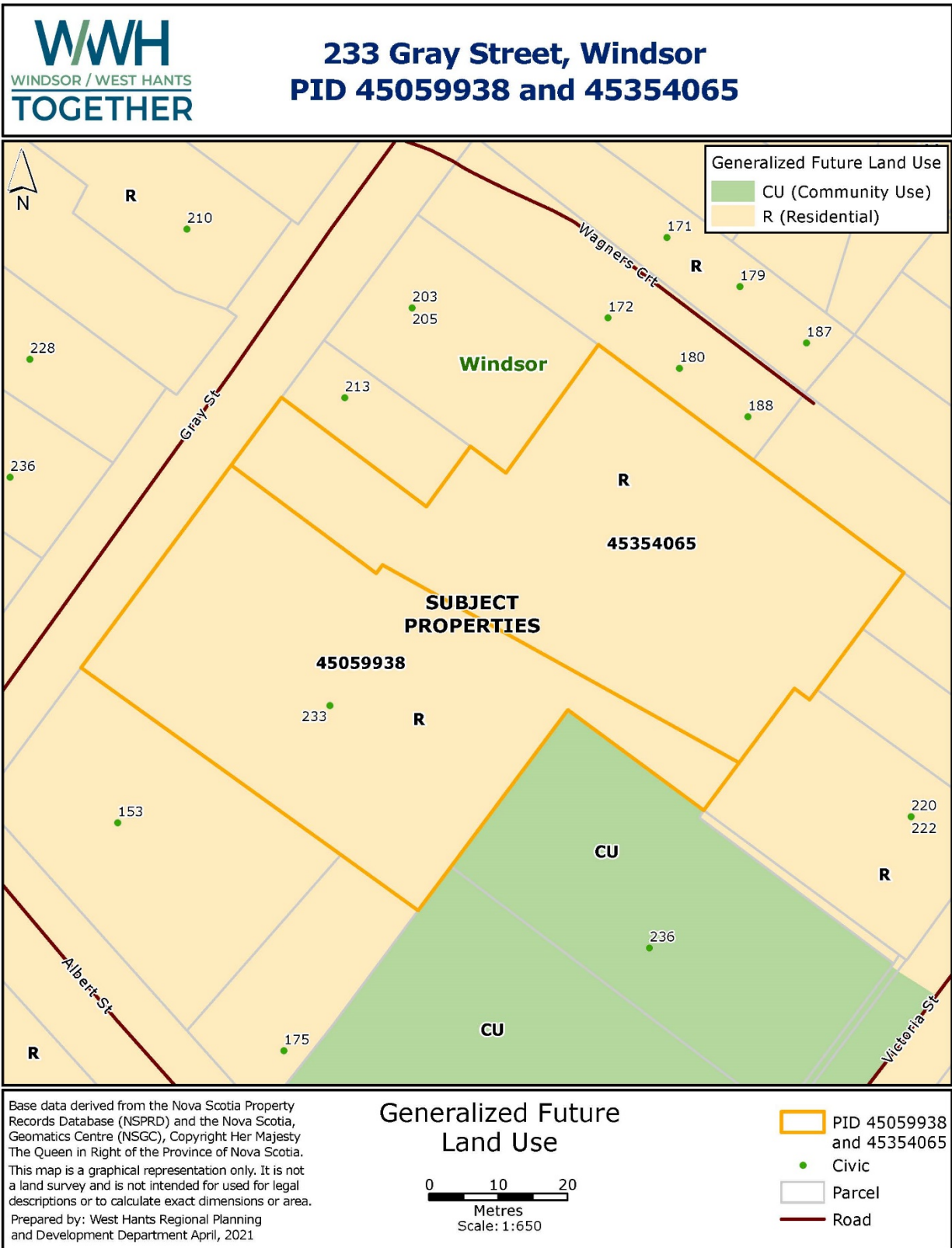
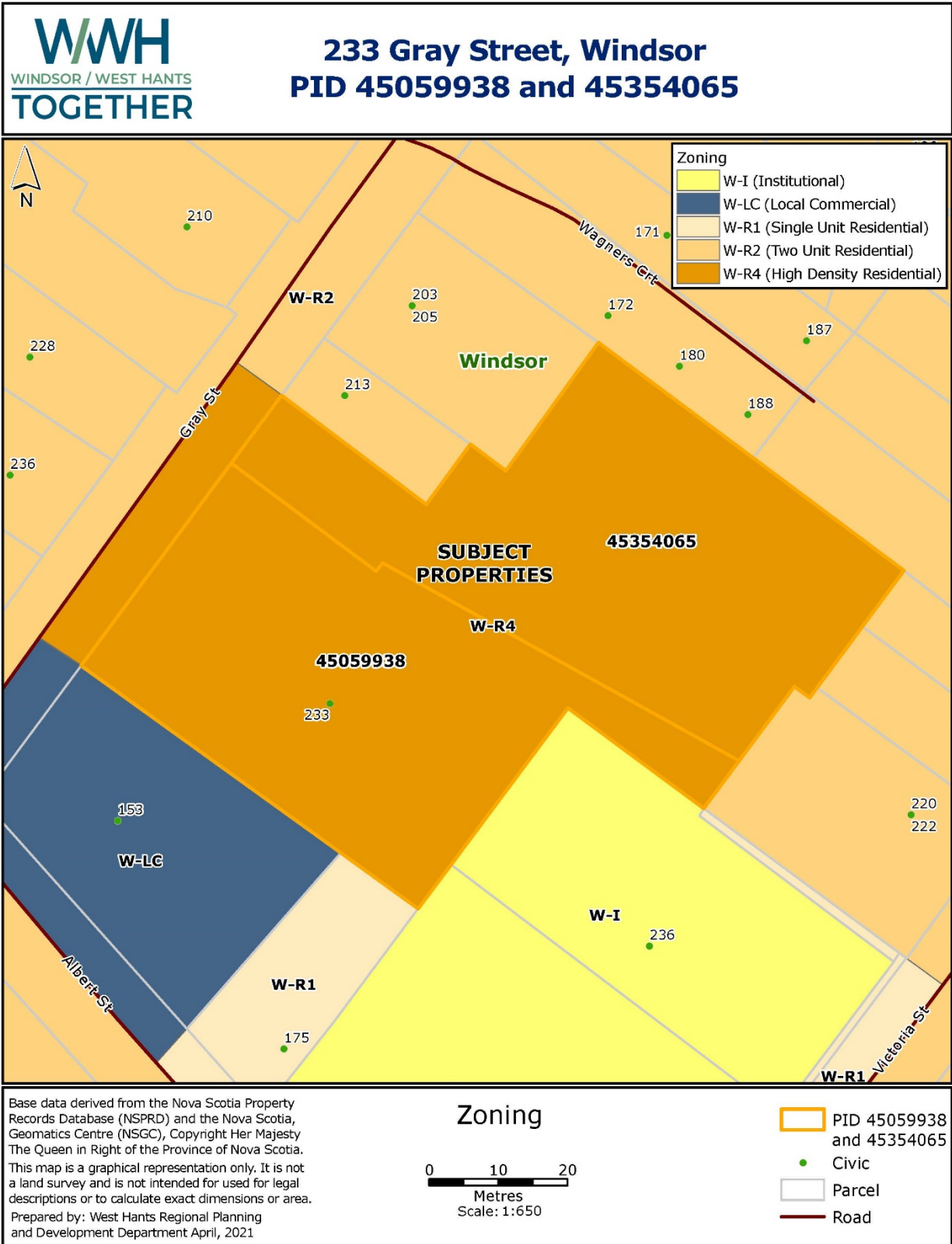


Figure 3



Attachment A
Specific Criteria for Amendment

WMPS Policy 4.11.3

Notwithstanding Policy 4.11.2, parking may be provided on a separate lot by development agreement subject to the following criteria:

CRITERIA	COMMENT
<i>(a) the lot is within 300 ft. (91.44 m.) of the lot for which the parking is required;</i>	The lots abut one another.
<i>(b) the two lots are in the same ownership</i>	Both lots are owned by 3332758 Nova Scotia Limited
<i>(c) the agreement ensures the required parking is continued to be provided for the said use on the separate lot; and</i>	The draft development agreement requires the shared driveway and part of the parking to support the 15-unit apartment building on PID 45059938 be located on PID 45354065.
<i>(d) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	Please see Attachment B

**Attachment B
General Criteria**

Policy 16.3.1 In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	Not applicable as no structure is proposed.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as no structure is proposed.
<i>(iii) the adequacy of fire protection;</i>	Not applicable as no structure is proposed.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Traffic Authority has determined the road network to be adequate.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs related to the development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Traffic Authority has no concerns regarding the proposed parking lot.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer has commented that the lot is appropriate for the intended use.
<i>(d) the pattern of development which the proposal might create;</i>	The proposed shared parking does not affect the development pattern.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i>	The lot is now used for parking for the adjacent lot and appears suitable; the development agreement does not warrant that the lot is suitable for the proposed parking use.
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	There are no apparent Provincial or Federal requirements.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	No other policies are relevant to the proposed development agreement.



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the Municipal Government Act, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

3332758 NOVA SCOTIA LIMITED, a body corporate, with a head office at Bedford, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of two lots located at 233 Gray Street, PID 45059938 and PID 45354065, Windsor hereinafter referred to as the "Properties", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (September 21, 2005) and zoned High Density Residential (R-4) on the Zoning Map of the Windsor Land Use By-law (September 21, 2005); and

WHEREAS the Owner wishes to accommodate part of the parking required for a fifteen-unit apartment building located at 233 Gray Street, PID 45059938 on PID 45354065; and

WHEREAS Policy 4.11.3 of the Windsor Municipal Planning Strategy (the “Municipal Planning Strategy”) and Clause 6.1 (a) of the Windsor Land Use By-law (the “Land Use By-law”) provide that parking located on separate lot within 300’ of the use it supports may be considered by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2021, approved this request;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

Parking Space means a space measuring 9’ by 20’, exclusive of driveways, ramps or aisles, to park one vehicle for purposes other than the display or offering of sale of commodities.

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A – Property Descriptions

Schedule B – Site Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

(a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;

(b) *Land Use Bylaw* means the Land Use Bylaw of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;

(c) *Subdivision Bylaw* means the Subdivision Bylaw of the Town of Windsor approved on January 24, 2012, as amended, or successor bylaws.

PART 2 GENERAL REQUIREMENTS

2.1 Use

The Parties agree that uses on the Properties shall be limited to the following:

- (a) those uses permitted by the underlying zoning of the Land Use By-law;
- (b) a driveway providing access to parking spaces;
- (c) a minimum of 43 clearly demarcated parking spaces located entirely on PID 45354065 and PID 45059938, arranged approximately as shown on Schedule B, required to support two 15-unit apartment buildings.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Access and Egress

The vehicular entrance and exit for the property shall be via the existing driveway located approximately as shown on the Site Plan (Schedule B).

2.3 Variance

The parking layout and the minimum number of parking spaces required may be varied in writing by the Development Officer without amending this agreement provided that the number of spaces for each apartment unit shall not be reduced below one (1).

2.4 Lighting

Exterior lighting for driveways and parking areas shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.5 Maintenance

- (a) The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owner shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.

- 3.2** There are no substantive matters in this development agreement. The agreement may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.4** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

- (c) If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the development proposed by this agreement. The Owner assumes all risks and must ensure that any

proposed development complies with this Agreement and all other laws pertaining to the Development.

- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Onus for Compliance on Owner

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.6 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.7 Costs

The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.8 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

)
)
) **3332758 NOVA SCOTIA LIMITED**
)

Witness) Per: _____
) Xhavid Kuka, President

Witness) Per: _____
) Jani Mroshaj, Vice President
)

DRAFT

SCHEDULE A

Property Description taken From Property Online May 26, 2021

PID 45354065

Place Name: GRAY STREET WINDSOR

Municipality/County: TOWN OF WINDSOR/HANTS COUNTY

Designation of Parcel on Plan: LOT W-7A

Title of Plan: PLAN OF SUBDIVISION OF LOT W-7A, LANDS OF MANNEX HOLDINGS LTD, WINDSOR, PARCEL A ADDED TO BLOCK W-7 TO FORM LOT W-7A, REMAINDER OTW-6A

Registration County: HANTS COUNTY

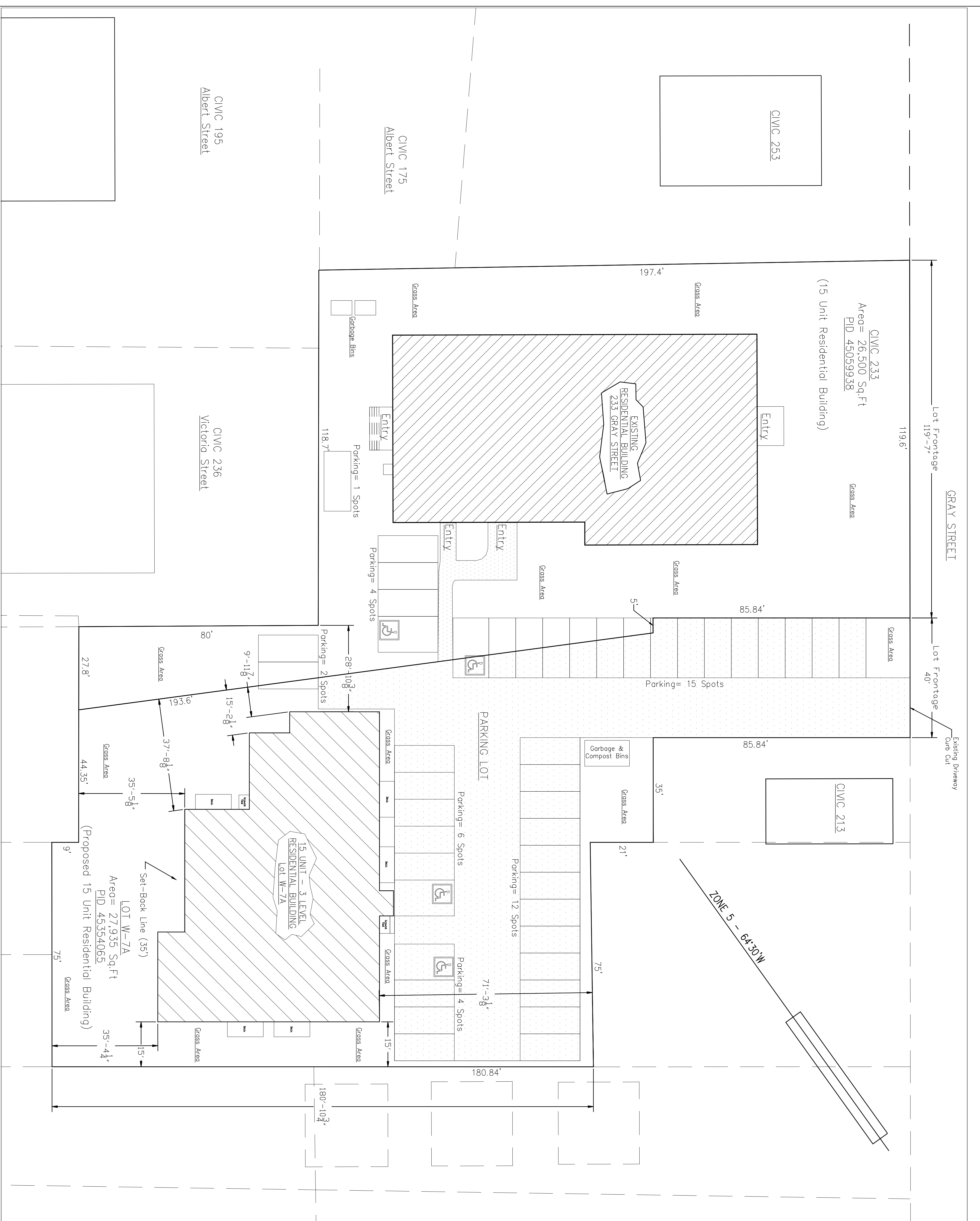
Registration Number of Plan: 82183444

Registration Date of Plan: 2005-06-13 14:16:27

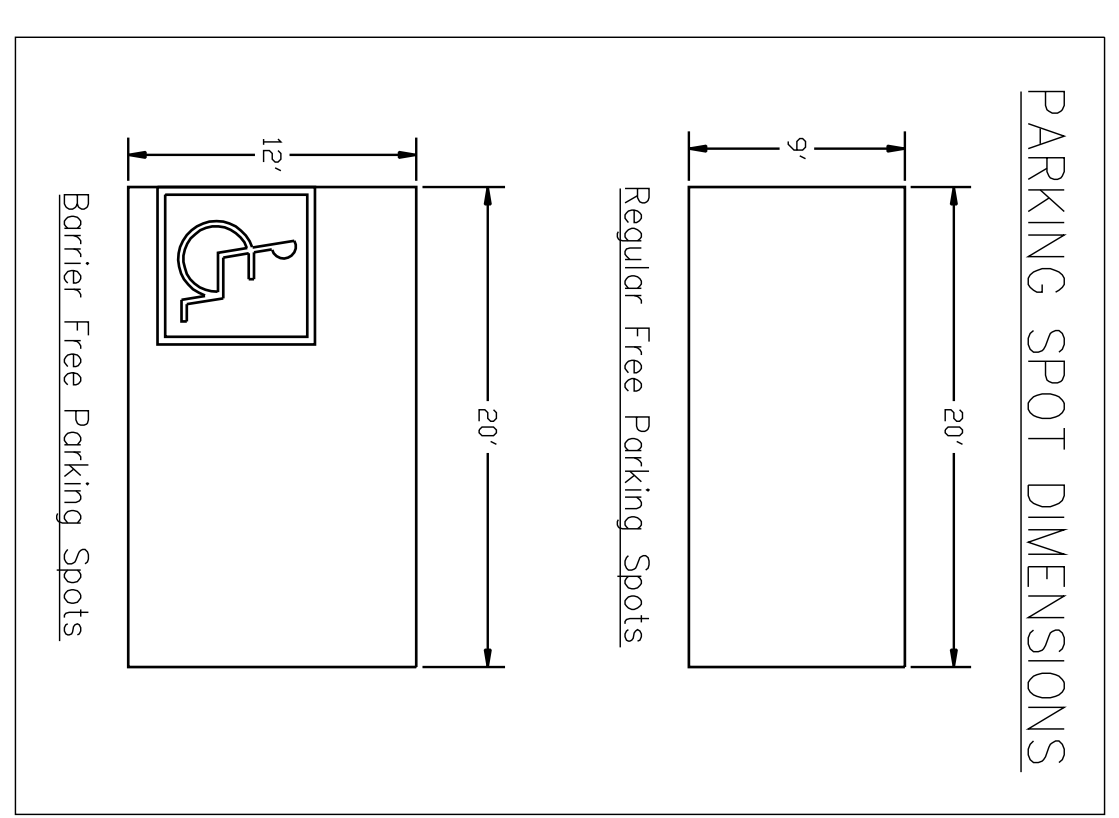
PID 45059938

ALL that lot of land situate at the Town of Windsor, County of Hants, Province of Nova Scotia, shown as Block W-6 on a plan of survey entitled Block W-6 & W-7, Lands Conveyed to Mannex Holdings Limited, dated February 19, 2002, by Bruce Lake, N.S.L.S. and registered in the Registry of Deeds at Windsor, Nova Scotia on November 19, 2004 as Plan No. 76688598.

SAVING and EXCEPTING Parcel A as shown on registered Plan No. 82183444



LOT DENSITY CALCULATION
Lot Area = 27,935 Sq.Ft.
Required for First 4 Units = 10,000 Sq.Ft.
1,500 Sq.Ft. For Each additional unit = 11 x 1,500 = 16,500 Sq.Ft.
Total = 26,500 Sq.Ft.
Lot Area is Good for 15 Units
LOT DENSITY CALCULATION
Lot Area = 27,935 Sq.Ft.
Building Area = 6,258 Sq.Ft.
Parking, Etc. Area = 12,847 Sq.Ft.
Landscaped Open Space Available = 8,830 Sq.Ft.
Required Landscaped Open Space = 250 Sq.Ft. Per Unit
= 15 Units x 250 = 3,750 Sq.Ft.
PARKING SPOTS - (Two Buildings)
Regular Parking Spots = 40 (9' x 20')
Barrier Free Parking Spots = 4 (12' x 20')
Total Parking Spots For two Buildings = 44



**PRELIMINARY ONLY
NOT FOR
CONSTRUCTION**

QUADRA ENGINEERING LIMITED
16 Geneva Drive
Halifax, N.S.
Cell: 902-431-0409
Call: 902-430-0385
quadra@quadraengineering.com

**233 GRAY STREET
WINDSOR NOVA SCOTIA**

REVISIONS	Date	Number
March 26, 2021	1	
May 13, 2021	2	
May 13, 2021	3	

**PROPOSED
SITE PLAN**

Scale: 1/4" = 1'
Date: March 23, 2021
File No: 2021-4
Dwg. No: 2 OF 11

All Drawings and Specifications are the property of Quadra Engineering Limited. They are not to be copied, reproduced, or used in any form without the written consent of Quadra Engineering Limited. No change to design, or material, or to take place without written consent of Quadra Engineering Limited. The drawings are subject to change without notice. The drawings are subject to change without notice. The drawings are subject to change without notice.

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber,
personally came and appeared , a
subscribing witness to the foregoing Indenture, who, having been by me duly
sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one
of the parties thereto, caused the same to be executed in its name and on its behalf
and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber,
personally came and appeared , a
subscribing witness to the foregoing Indenture, who, having been by me duly
sworn, made oath and said that, one of the parties thereto, signed, sealed and
delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**CANADA
PROVINCE OF NOVA SCOTIA**

AFFIDAVIT & PROOF OF EXECUTION

I, **NAME AND RESIDENCE** , Nova Scotia, make oath and say that:

1. I am **POSITION** of **3332758 NOVA SCOTIA LIMITED**, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this **DATE**, 2021 the Deponent came before me, made oath, and swore the foregoing affidavit at **PLACE**, Nova Scotia.

Print Name:
Authority (e.g. Commissioner of
Oaths): Please affix seal

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia, this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CLERK

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Public Information Meeting Notes
May 18, 2021 – June 1, 2021
File 21-02 A

101 Three Mile Plains Cross Road, Three Mile Plains; PID 45197456

Meeting date and time	A virtual Public Information Meeting was held on May 18, 2021 beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	<p>In attendance:</p> <ul style="list-style-type: none"> • Mayor Zebian • Councillor Francis (Chair) • Planner Poirier • Meeting Secretary Lake <p>As this meeting was held virtually there were no members of the public present.</p>
Applicant name and site location (Civic address and PID)	Planner Poirier outlined the request from Geoff Lunn to permit an automotive repair shop on the property at 101 Three Mile Plains Cross Road, Three Mile Plains (PID 45197456) by development agreement.
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between May 18 and June 1, 2021.</p> <p>One verbal comment was received from Richard Dauphinee, a resident of Three Mile Plains, in favour of the application.</p>
Adjournment	The meeting was adjourned at 6:06 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: Members of the Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-10

Subject: Development Agreement: 101 Three Mile Plains Cross Rd. PID 45197456; File 21-02 B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that the Planning and Heritage Advisory Committee (PAC/HAC) forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains (PID 45197456) which is substantively the same as the draft set out in Attachment C of the report to the Planning Advisory Committee dated June 10, 2021.

BACKGROUND

An application was received on January 15, 2021 from Geoff Lunn, with authorization from property owner Brian Lunn, to permit an automotive repair shop at 101 Three Mile Plains Cross Rd., Three Mile Plains. All necessary material for the application was submitted on January 18, 2021.

DISCUSSION

The approximately 14,500 ft² lot is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1) and is within the Three Mile Plains Growth Centre. Part 5.3 of the WHMPS contains the overall intention for properties designated Residential in the Three Mile Plains Growth Centre.

The lot is zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). An automotive repair shop is not permitted as-of-right in the Two-Unit Residential (R-2) zone.

The subject lot directly abuts properties with a variety of different zoning including Two Unit Residential (R-2), Local Industrial (LI), Resource Industrial (M-1), and Multiple Residential (R-3) (Figure 2). These properties are all designated Residential within the Three Mile Plains Growth Centre (Figure 1).

Development Agreements

A development agreement is a legal contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

The draft development agreement can be found in Attachment C.

Proposed Development Agreement

Section 6.1 of the WHLUB, *Development Agreements*, states that "*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

- (i) Resource Industrial (M-1) uses in the Growth Centres in accordance with Policy 5.7.2 of the Municipal Planning Strategy;*

Although there is no specific definition for a Resource Industrial (M-1) use, the best basis for determining what is considered a Resource Industrial (M-1) use is the list of permitted uses in the Resource Industrial (M-1) zone in the WHLUB. Any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment is a listed permitted use in the Resource Industrial (M-1) zone which would include an automotive repair shop.

Part 5 of the WHMPS contains the overall intention for Growth Centres in West Hants; Section 5.7 indicates the intention of Council to allow certain industrial development in the Growth Centres. Policy 5.7.2 establishes Council's intention to "*consider new resource-related industrial uses in the Growth Centres by development agreement*". The criteria for Policy 5.7.2 have been evaluated by staff in Attachment A.

Specific Requirements/Requests

The applicant submitted a rough site plan indicating the size of the proposed building for the automotive repair shop and the intended location for the building. Policy 5.7.2 (g) requires adequate buffering or screening, setbacks and yards to minimize potential land use conflicts with adjacent properties. Two (2) of the properties adjacent to the subject lot to the north and south, 97 and 107 Three Mile Plains Cross Rd., and the subject lot at 101 Three Mile Plains Cross Rd., are all owned by Brian Lunn. Staff recommend not requiring buffering, screening, setbacks, or yards on the subject lot where they are adjacent to the properties owned by the same property owner, Brian Lunn. However, for the abutting property to the east that has different ownership a planting strip consisting of a continuous row of trees or hedge of evergreens or shrubs arranged in such a way to form a dense or opaque screen will be required on the subject lot with a minimum width of 5 ft (1.52 m). This is similar to the existing WHLUB requirements for commercial businesses that abut residential uses.

For the hours of operation, the applicant has stated they intend to operate the business full-time, during daytime hours. The development agreement permits the automotive repair shop to operate between the hours of 8:00 a.m. and 5:00 p.m. daily.

Staff discussed parking requirements with the applicant and determined that six (6) parking spaces for the automotive repair shop would be sufficient. In terms of signage, the number of signs permitted in the WHLUB is adequate for the applicant.

In terms of access to the property, there is an existing driveway shared between 97 and 101 Three Mile Plains Cross Rd. that the applicant intends to use for the automotive repair shop. The Department of Transportation and Active Transit (DTAT) found the existing access to be suitable for the proposed use and suggested an agreement be established to ensure the driveway could be used for the automotive repair shop, particularly if there is ever a change in ownership of 97 Three Mile Plains Cross Rd. This has been incorporated into Clause 2.3, *Access and Egress*, in the proposed development agreement. The owner of 101 Three Mile Palins Cross Road will need to provide proof to the Development Officer of an easement agreement with any new owner of 97 Three Mile Plains Cross Rd. to ensure access can be maintained or a new access can be created contingent on approval from DTAT. The applicant found this requirement suitable and intends to make it a requirement of sale if the abutting property is ever sold.

When the Director of Public Works was asked to comment on the adequacy of water and sewer services for policy 16.3.1 (a) (i) they stated oil and petroleum products would need to be stored appropriately and not disposed of in the Three Mile Plains sewer system. Staff spoke with the applicant about their intentions for these products. The applicant mentioned an on-site oil heater would use some oil products and that all other oil and petroleum products would be recycled following Nova Scotia requirements, *Solid Waste-Resource Management Regulations made under Section 102 of the Environment Act. Clause 2.7, Water and Sewer Services*, of the proposed development agreement addresses storage and disposal of oil and petroleum products ensuring the

property owner is responsible and that these substances do not enter the Three Mile Plains sewer system.

Policy 5.7.2 (h) requires that open storage be limited to the rear yard. The applicant has indicated that they do not intend to have any open storage and may apply for permits for accessory buildings such as a shed for storage at a later date. Clause 2.5, *Storage*, of the development agreement prohibits open storage and permits accessory buildings for the automotive repair shop in accordance with Section 5.1 of the WLUB.

WHMPS Specific Criteria

Policy 5.7.2 of the WHMPS establishes Council's intention to consider new resource-related industrial uses in the Growth Centres by development agreement. The above policy establishes the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the remaining criteria are met since:

- the use is permitted in the Resource Industrial (M-1) zone;
- the development will not adversely affect adjacent land uses as the hours of operation are regulated to daytime hours and the expected noise is minimal as it will be contained within a new building; and
- the development has frontage on a collector street.

WHMPS General Criteria

Policy 16.3.1 of the WHMPS states general criteria for any development agreement considered in West Hants. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Manager of Building and Fire Inspection Services, Director of Public Works and Department of Transportation and Active Transit have no major concerns that have not been addressed in the development agreement.

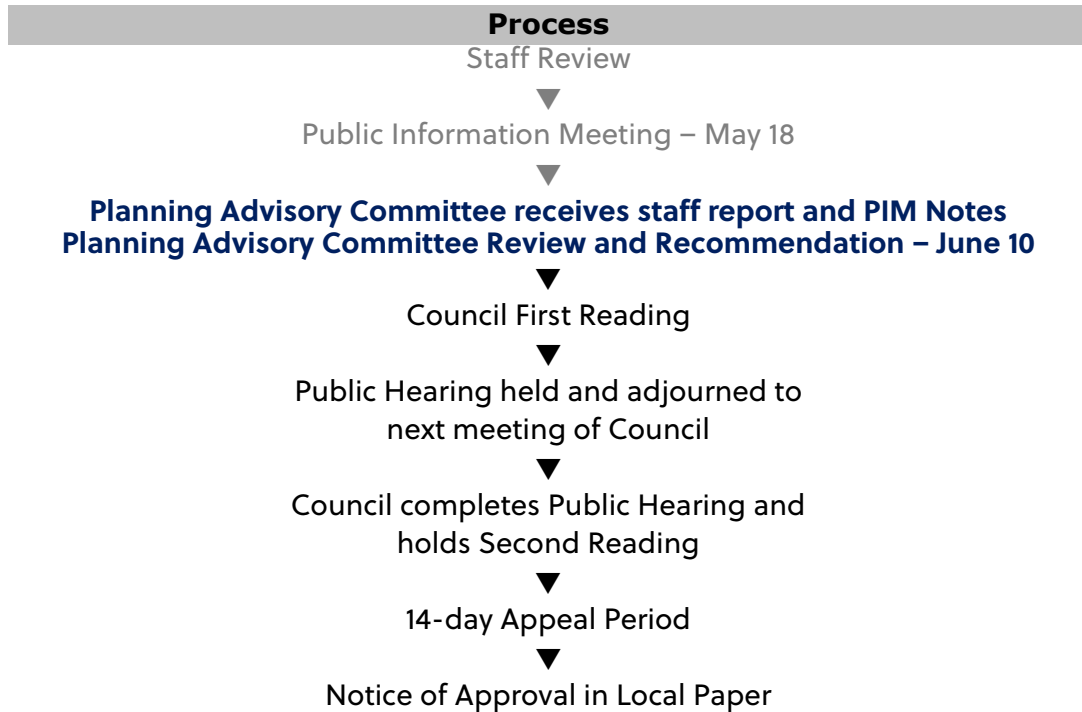
MCCAP

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the property. The Three Mile Plains Flood Risk Assessment Study does not identify the site as an area vulnerable to flooding.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives, and policies of the WHMPS. The amendment meets the specific and general criteria for a development agreement. As a result, it is reasonable to

consider permitting an automotive repair shop at 101 Three Mile Plains Cross Rd. by development agreement.



FINANCIAL IMPLICATIONS

There are no financial implications associated with this application.

ALTERNATIVES

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

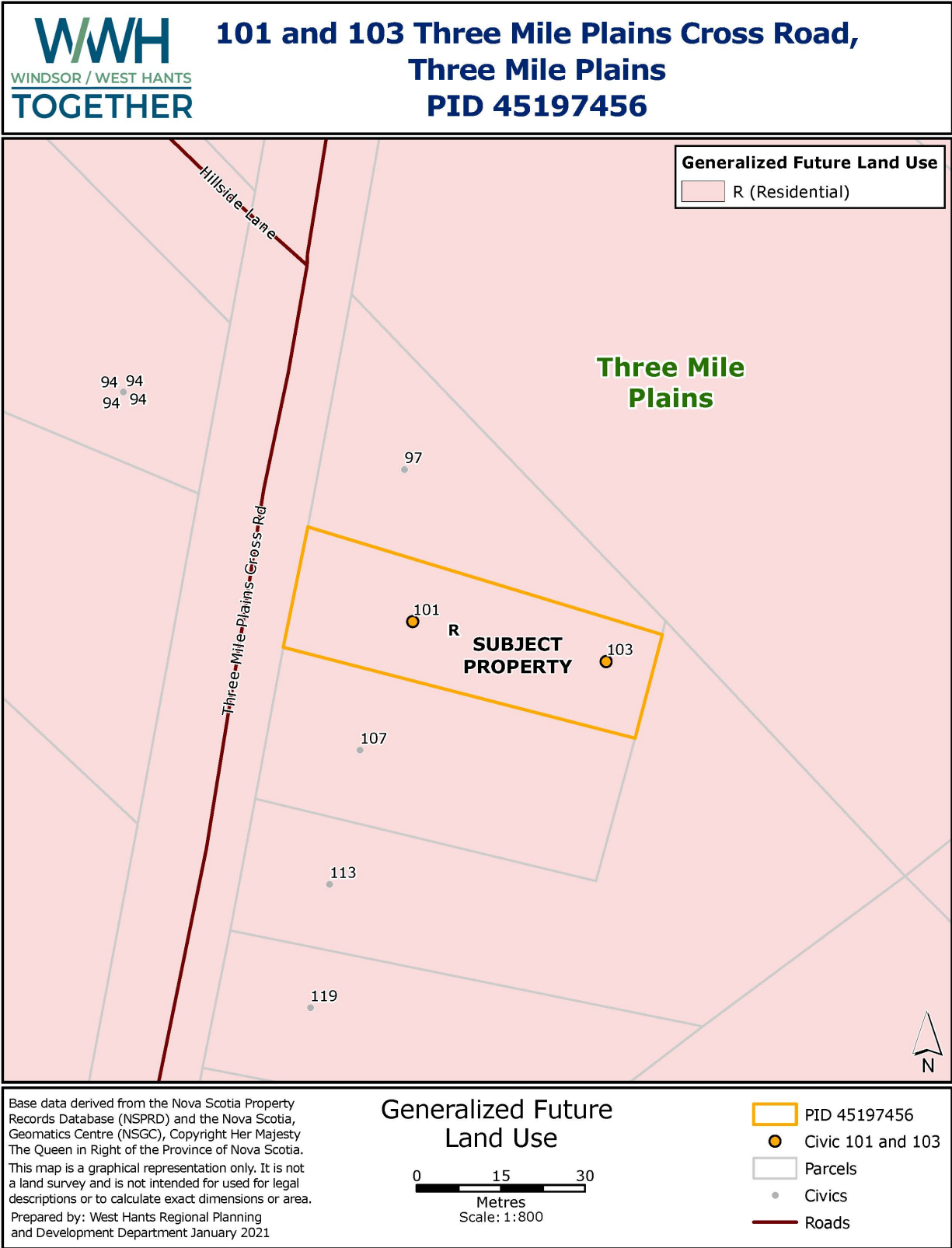
- recommend that Council hold First Reading and authorize a Public Hearing to approve the Development Agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

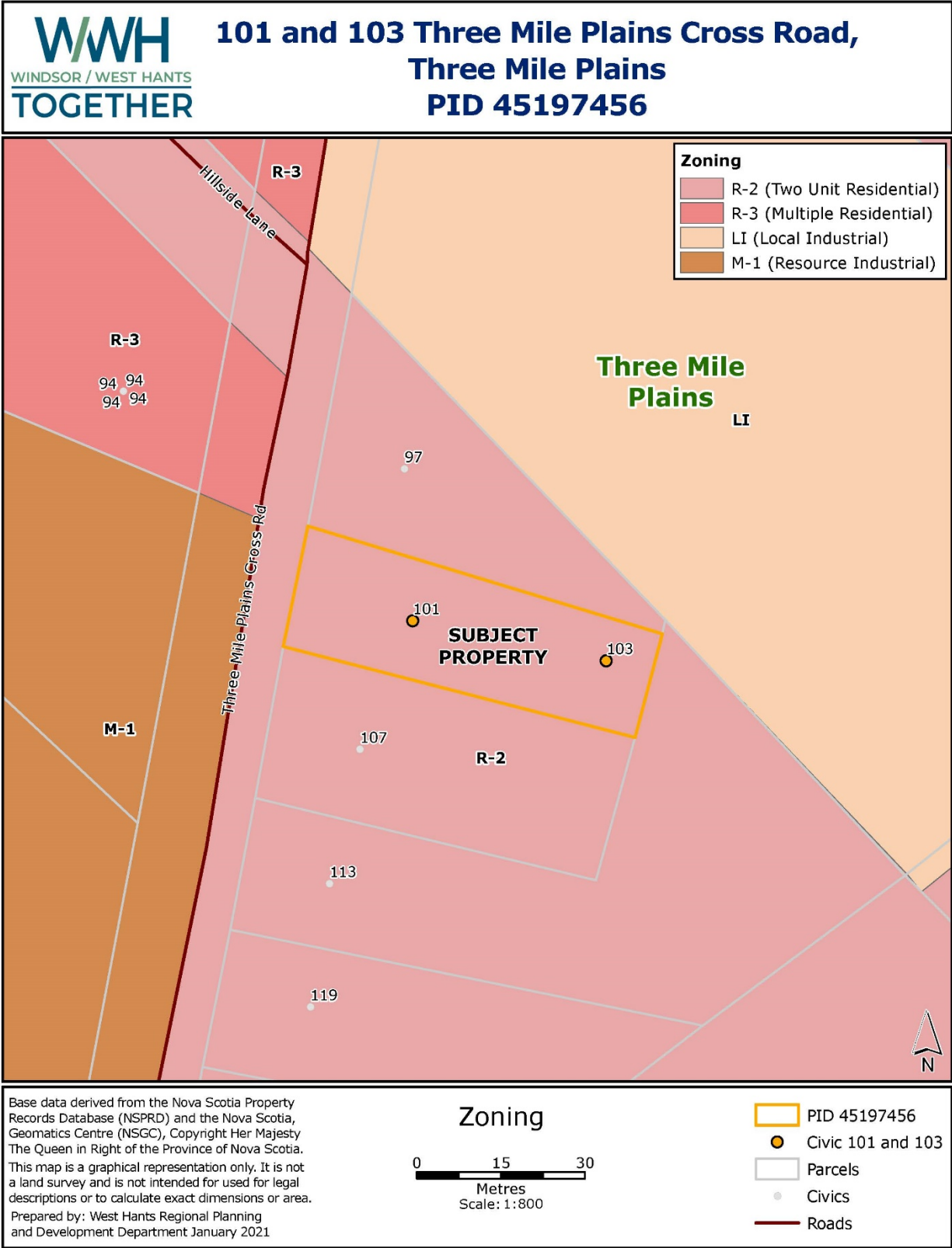
Figure 1	Generalized Future Land Use Map Excerpt
Figure 2	Zoning Map Excerpt
Attachment A	Specific Criteria for Development Agreement
Attachment B	General Criteria for Development Agreement
Attachment C	Draft Development Agreement

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

Figure 1
Generalized Future Land Use Map Excerpt



**Figure 2
Zoning Map Excerpt**



Attachment A

Specific Criteria for Development Agreement

Policy 5.7.2

It shall be the policy of Council to consider new resource-related industrial uses in the Growth Centres by development agreement subject to the following:

CRITERIA	COMMENT
<i>(a) the use is permitted in the Resource Industrial (M-1) zone;</i>	Any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment is permitted in the Resource Industrial (M-1) zone. The draft development agreement defines the propose use as an "automotive repair shop" which means "a commercial establishment for the repair or replacement of parts in automotive, farm or forestry vehicles, machinery or equipment".
<i>(b) the use is not considered obnoxious by virtue of noise, odours, dust, fumes or other emissions;</i>	The automotive repair shop will be contained within a new proposed building. The applicant has stated the building will be well insulated and they plan on having air conditioning in the building so the doors of the shop will be closed most of the time. The building will have an exhaust fan with a filter to prevent dust and odours from escaping.
<i>(c) the development will not adversely affect adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	The Department of Transportation and Active Transit (DTAT) have stated they do not anticipate a negative impact to traffic generation and safety with the proposed use. DTAT would not consider approving any widening of the existing access currently shared by 97 and 101 Three Mile Plains Cross Rd. but suggested an agreement be put in place to ensure continued access for the automotive use if there is ever a change in ownership of 97 Three Mile Plains Cross Rd. Both properties are currently owned by the same owner and will not require an agreement for access at this time, as the property

	owner cannot enter into an agreement with himself. However, if 97 Three Mile Plains Cross Rd. is sold to a new owner Clause 2.3 of the proposed development agreement requires the property owner to provide proof of an agreement with the new property owner to the Development Officer to ensure access for the automotive repair business can be maintained or the applicant will have to create a new access that is acceptable to DTAT.
<i>(ii) hours of operation;</i>	The hours of operation are regulated in Clause 2.9 of the proposed development agreement as 8 a.m. – 5 p.m. daily.
<i>(iii) noise; and</i>	Please see 5.7.2 (b) for further details.
<i>(iv) size of building.</i>	The size of the building is outlined in the site layout attached to the proposed development agreement. The size of the building is not unusual for the area and a planting strip is required between the abutting property to the east to reduce potential land use conflicts.
<i>(d) the development has frontage on an arterial or collector street;</i>	The lot has frontage on Three Mile Plains Cross Rd. which is a collector street.
<i>(e) safe and efficient roadway access can be provided;</i>	Please see 5.7.2 (i) for further details.
<i>(f) adequate parking and loading areas can be provided;</i>	Clause 2.4 of the proposed development agreement ensures a maximum of six (6) parking spaces are permitted for the automotive repair shop in the development agreement and an adequate parking area is outlined on the site layout.
<i>(g) adequate buffering or screening, setbacks and yards are provided to minimize potential land use conflicts with adjacent properties;</i>	The subject lot and property abutting the subject lot to the north (97) and south (107) are all owned by the same owner. Staff will not requiring buffering, screening, setbacks, and yard from these abutting properties as they have the same owner.

	There is one (1) abutting property to the east that has a different owner. Clause 2.8 in the draft development agreement requires a planting strip between the subject lot and this property to ensure adequate buffering.
<i>(h) open storage and display areas are adequately fenced or screened and limited to the rear yard where there is potential for conflict with adjacent non-industrial uses;</i>	Clause 2.5 of the proposed development agreement does not permit open storage or display areas. Accessory buildings associated with the automotive repair shop are permitted in accordance with Section 5.1 of the WHLUB.
<i>(i) any other matter which may be addressed in a development agreement;</i>	No other matters have been raised.
<i>(j) Policy 16.3.1.</i>	See Attachment B.

Attachment B
General Criteria for Development Agreement

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works stated that the property is capable of being serviced by municipal water and sewer. They have stated that oil and petroleum products will need to be properly stored and disposed of to ensure these products do not enter the Three Mile Plains sewer system. The applicant has been informed and intends to use oil for an on-site heater or dispose of these products through the provincial recycling programs. Clause 2.7 of the proposed development agreement addresses these concerns and ensures the property owner is responsible for the safe storage and disposal of these products.
<i>(ii) the adequacy of school facilities;</i>	No impact on school facilities is anticipated.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager of Building and Fire Inspection Services and the local Fire Chief have no concerns with regards to fire protection and emergency services. The Manager of Building and Fire Inspection Services has noted that the applicant purchased a steel structural (non-combustible) building. This will help with the close proximity of the structure to the property lines under the National Building Code. The Fire Chief stated that this is located on a well-maintained road and has a fire hydrant in the area. The adjacent properties appear to be well spread apart from this building if a fire were to occur.

<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>Please see 8.9.4 (f) for further details.</p>
<p><i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i></p>	<p>No municipal costs related to this amendment are anticipated.</p>
<p><i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i></p>	<p>As noted above in 16.3.1 (a) (i), the property is capable of being serviced by municipal water and sewer.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>Please see 8.9.4 (f) for further details.</p>
<p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The property is 14,451ft² in area and has sufficient space for the intended use based on the building materials required in the National Building Code. As abutting properties to the north and south are within the same ownership, no setbacks and yards have been required.</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>The use permitted by the development agreement will not create a pattern of development that is unusual for the area.</p>
<p><i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</i></p>	<p>Based on a preliminary site visit the lot is fairly flat and there are no evident concerns in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding. The Municipal Climate Change Action Plan (MCCAP) Inland and Coastal Flooding maps and Three Mile Plains Flood Risk Assessment do not show any risks of either inland or coastal flooding on the property. The applicant will be responsible if any issues arise in terms of the suitability of the area for the proposed uses.</p>

<p><i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by laws and regulations; and</i></p>	<p>The proposed amendment meets all relevant municipal, provincial and federal regulations.</p>
<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>Please see Attachment A for further details.</p>

**Attachment C
Draft Development Agreement**



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the Municipal Government Act, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

Brian C. Lunn and Joleen Ann Lunn, of 107 Three Mile Plains Cross Road, Three Mile Plains, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owners")

OF THE SECOND PART

WHEREAS the Owners are the registered owners of a parcel of land located at 101 Three Mile Plains Cross Road (PID 45197456) hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (June 26, 2008) (the "Municipal Planning Strategy") and zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (June 26, 2008) (the "Land Use By-law") and is in Three Mile Plains Growth Centre; and

WHEREAS the applicant on behalf of the Owners has requested that the Municipality enter into a development agreement to permit an Automotive Repair Shop on the Property (the "Development") and Section 6.1 (i) of the Land Use By-law enables Council to consider a development agreement for any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment as it is a listed permitted use in the Resource Industrial (M-1) zone; and

WHEREAS the Council of the Municipality, at a meeting held on (DATE), approved this request and adopted this Agreement by policy;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

"Automotive Repair Shop" means a commercial establishment for the repair or replacement of parts in automotive, farm or forestry vehicles, machinery or equipment.

1.2 Schedules

The following attached schedules shall form part of this agreement:

- Schedule A - Legal Description
- Schedule B –Site Layout

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (a) *Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, approved on May 13, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the West Hants Land Use By-law, approved on May 13, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the West Hants Subdivision By-law, approved on May 13, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Automotive Repair Shop.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Development Location and Design

The proposed Automotive Repair Shop shall be located entirely within the proposed building located at 101 Three Mile Plains Cross Road identified as "Shop" on the Site Layout, Schedule B.

2.3 Access and Egress

The Owners shall use the driveway access shown on the Site Layout for the Automotive Repair Shop. The driveway access is shared with PID 45002912 which is owned by Brian C. Lunn. If PID 45002912 is sold to someone who is not one of the Owners in this agreement, the Owners shall within 90 days provide the Development Officer either proof of an easement agreement with the new property owner to use the existing driveway access for the Automotive Repair Shop or proof of approval to create a new access to the Property that meets Department of Transportation and Active Transit requirements. Upon written request of the Owners, the Development Officer may grant an extension for the Owners to provide the proof at a later date without such an extension being deemed to be an amendment to this Agreement. The Development Officer, after consultation with the Municipal Engineer, may in their sole discretion approve minor incidental changes to the layout of the driveway.

2.4 Parking

A maximum of six (6) parking spaces may be used as part of the Automotive Repair Shop. The parking shall be located approximately as shown on Schedule B.

2.5 Storage

No open storage or display areas shall be permitted. Accessory buildings for the Automotive Repair Shop shall be permitted in accordance with section 5.1 of the Land Use By-law.

2.6 Signs and Lighting

Signage and illumination shall be in accordance with sections 5.18 and 7.0 of the Land Use By-law which control lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to minimize light spilling, glare or light cast over neighbouring properties or the street.

2.7 Water and Sewer Services

The Property is capable of being serviced by municipal water and sewer. Oil and petroleum products must be stored and disposed of entirely at the Owners' responsibility and expense in a manner that ensures these products do not enter the Three Mile Plains Sewer System.

2.8 Landscaping

The part of the Property directly adjoining PID 45002904 and within 5 ft (1.52 m) shall not be used for any purpose other than a planting strip consisting of a continuous row of trees or hedge of evergreens or shrubs arranged in such a way to form a dense or opaque screen and having a minimum width of 5 ft (1.52 m) measured perpendicular to the lot line.

2.9 Hours of Operation

The hours of operation for the Automotive Repair Shop shall be limited to between 8:00 a.m. and 5:00 p.m. daily, Monday to Sunday, inclusive.

2.10 Maintenance

- (a) The Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owners shall maintain the driveway to a level adequate to allow for access by emergency service vehicles.

PART 3 CHANGES and DISCHARGE

- 3.1** The Owners shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1 *Use* of this Agreement; and
 - (b) the location of the shop, parking, and driveway shown on Schedule B of this agreement.
- 3.4** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners following a resolution of Council to give such Notice:
 - (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

- (c) at any time upon the written request of the Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owners may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than 24 months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owners shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within ten days of completion of any work which requires the engineered design.
- (b) The Owners shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owners from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

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

5.2 Severability of Provisions

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

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owners about the suitability of the Property for the development proposed by this agreement. The Owners assume all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owners in writing. In the event that the Owners have not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

The Owners shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act.

5.8 Assignment of Agreement

The Owners may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.9 Written Notice

- (a) The Municipality may serve notice on the Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Brian C. Lunn and Joleen Ann Lunn, 107 Cross Road, Windsor, NS, B0N 2T0 or at any other address provided by the Owners.
- (b) The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0.

5.10 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Owners. No other agreement or representation, oral or written, shall be binding.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**
) **MUNICIPALITY**

)
)
)
)
)

Per: _____

Witness

) Abraham Zebian, Mayor
)

) Per: _____

Witness

) _____, Municipal Clerk
)
)
)
)
)
)
)
)
)

Per: _____

Witness

) Brian C. Lunn
)
)

Per: _____

Witness

) Joleen Ann Lunn
)

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2021, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Brian C. Lunn**, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

AFFIDAVIT OF CLERK
THE REGION OF WINDSOR AND WEST HANTS MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

, Municipal Clerk

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Brian C. Lunn and Joleen Ann Lunn, the "Deponents", make oath and swear that:

1. **We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit "spouse" means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2021
the Deponent came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Brian C. Lunn

Joleen Ann Lunn

Schedule A
Legal Description – PID 45197456

All that lot of land at Three Mile Plains, in the County of Hants shown as Lot 2 on a plan of lands of Cedric K. and Ruth M. Lunn made by Robert S. Redden, N.S.L.S., dated May 14, 1980 and revised on May 16, 1980, approved on June 4, 1980 by the Municipality of West Hants and filed at the Registry of Deeds at Windsor as plan number P 2952, and said lot being described as follows:

Beginning on the South east boundary of the Cross Road at Three mile Plains, at a survey market driven in the ground distant 205 feet more or less in a direction South 30 degrees 40 minutes 0 seconds West from the Northwestern corner of lands of Robert Lockhart;

Thence South 54 degrees 49 minutes 0 seconds East 211.96 feet to a survey marker driven in the ground;

Thence South 34 degrees 12 minutes and 40 seconds West 66.97 feet to a survey marker;

Thence North 55 degrees 52 minutes and 20 seconds West 207.54 feet to the Southeast boundary of the Cross Road;

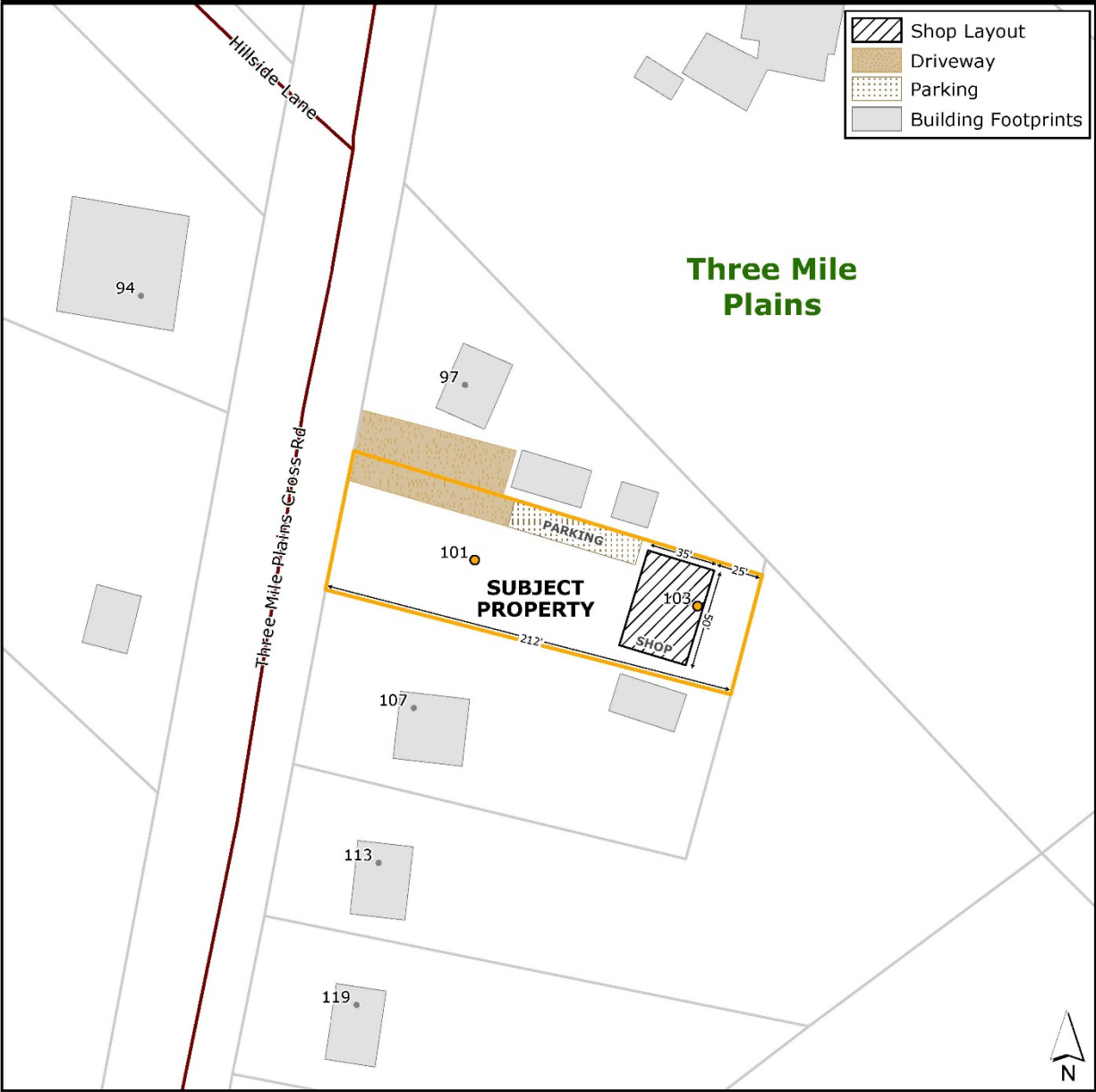
Thence North 30 degrees 40 minutes and 0 seconds East along the Southeast boundary of the Cross Road 71 feet to the place of beginning, containing an area of 14,451 square feet.

Together with the rights of the Mortgagor/Grantor under an agreement dated May 1, 1998 and registered at the said Registry of Deeds in Book 832, page 762, Document number 1642.

Schedule B
Site Layout

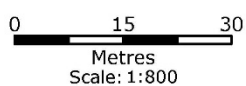


103 Three Mile Plains Cross Road,
Three Mile Plains
PID 45197456



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

Site Layout



- PID 45197456
- Civic 101 and 103
- Parcels
- Civics
- Roads

Public Information Meeting Notes
April 28, 2021 – May 11, 2021
File 21-05 A
20 Empire Lane, Windsor; PID 45055746

Meeting date and time	A virtual Public Information Meeting was held on April 28, 2021 beginning at 7 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Four (4) members of staff:</p> <ul style="list-style-type: none"> • Director LeMay • Planner Poirier • Meeting Secretary Lake • CAO Phillips <p>As this meeting was held virtually there were no members of the public present.</p>
Applicant name and site location (Civic address and PID)	Planner Poirier outlined the request from Ramsay Duff, Chief Executive Officer of MacLeod House to amend a development agreement (1998) at 20 Empire Lane in Windsor to allow an additional three (3) dwelling units within the existing building, change the layout of the multipurpose room and lounge to accommodate these three (3) additional units, and change the style of apartments outlined in the development agreement in both phase 1 and 2 to be more flexible to market demand.
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between April 28 and May 11, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The meeting was adjourned at 7:10 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: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-10

Subject: Development Agreement: 20 Empire Lane, PID 45055746; File #21-05

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.

BACKGROUND

A completed application was received on March 11, 2021 from Ramsay Duff, Chief Executive Officer of MacLeod Group to consider amending the development agreement registered on the property to permit an additional three (3) apartments within the existing building on the property at 20 Empire Lane, Windsor. The applicant also requested amendments to the development agreement to allow the change of layout of the multi-purpose room and lounge to accommodate these three (3) additional units and to change the style of apartments outlined in the development agreement in both phase

1 and 2 to be more flexible to market demand. The lot is the site of MacLeod House which currently has twenty seven (27) apartments, and a multi-purpose room, lounge, kitchen, dining room, and a hair salon.

DISCUSSION

The 3.86 acre subject lot is located on Empire Lane in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor.

The lot is zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2).

The subject lot is also within the Wentworth Road Gateway District and the Environmental Constraints area. Part 8.6 of the WMPS discusses the overall intention for properties within the Wentworth Road Gateway District and Part 12.0 of the WMPS outlines the restrictions on properties within the Environmental Constraints area.

The subject lot directly abuts properties with a variety of different zoning and designations (Table 1).

Table 1: Use Abutting Subject Lot By Direction

North	The property abutting the subject lot to the north is designated Commercial and zoned Shopping Centre (SC).
East	The property to the east of the subject lot is within the Windsor Industrial park on Centennial Drive. It is designated Industrial and zoned Light Industrial (LI-1).
South	The property to the south of the subject lot is designated Commercial and zoned Wentworth Road Commercial (WR-C). The properties on the south side of Wentworth Road are designated Commercial and zoned General Commercial (GC).
West	Empire lane and the properties that extend north from Empire Lane are designated Commercial and zoned Shopping Centre (SC). The properties on the west side of Empire Lane are designated Commercial and zoned High Density Residential (R-4).

Development Agreement

A development agreement is a legal contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may

consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

Current Development Agreement

The current development agreement was permitted under Policy 7.11.3 of the 1991 WMPS as amended to August 2004. The background discussion for this policy states that "In 1997, the Town received a request to permit a motel to convert its individual units to multiple residential use, while still retaining the more commercial aspects of the motel such as the lounge, restaurant, hairdressers' shop, and banquet and meeting facilities. Such a mixed use development was not permitted either through a rezoning or a development agreement. To permit Council to consider such developments, amendments were made to the Municipal Planning Strategy and Land Use By-law."

- "Policy 7.11.3** It shall be the intention of Council to permit mixed use multiple residential / commercial uses by development agreement in areas designated Shopping Centre where the maximum total commercial floor area is not greater than forty percent of the total floor area, subject to consideration of the following criteria:
- (a) the commercial use is permitted in either the Town Centre (TC) or Shopping Centre (SC) Commercial Zones;
 - (b) that adequate provision is made to minimize conflict between commercial and residential development with respect to access, parking, noise, and hours of operations;
 - (c) the provision for screening of outdoor storage and waste materials;
 - (d) the location of the proposed development does not comprise the commercial integrity of the area, or restrict existing commercial development patterns;
 - (e) the adequate fire protection can be provided;
 - (f) that adequate provision is made for parking and for safe pedestrian and vehicular access to the site;
 - (g) the architectural design and scale of the proposed development is compatible with the surrounding area;
 - (h) that adequate landscaping, amenity areas, and natural or artificial buffering will be provided;
 - (i) Policy 21.2"

This policy was specifically created to allow Council to consider the conversion of the building at 20 Empire Lane from a motel to a multiple residential building with some

commercial uses by development agreement. This policy no longer exists in the current WMPS.

The MacLeod House was permitted through a development agreement between the Town of Windsor and Schaffner Enterprises Ltd. This agreement was registered on the property twice, once on March 10, 1998 as document 900 and once on June 24, 1998 as document 2485. The development agreement permits:

- residential development of twenty seven (27) apartments in phase 1 (already constructed) and twenty four (24) apartments in phase 2 (not yet developed);
- a multipurpose room for the use of the residents;
- a lounge;
- a dining room/restaurant; and
- a hair salon.

Proposed Development Agreement

The applicant requests that Council consider amending the agreement to permit an additional three (3) apartments within the existing building as part of the phase 1 development by increasing the number of apartments in phase 1 to thirty (30) units in total. The applicant has also requested some amendments to the agreement to allow the conversion of the multipurpose room to accommodate the three (3) additional units, conversion of the lounge to the new multi-purpose room, and to provide more flexibility to the type of apartments they can provide in both phase 1 and 2.

A few additional minor changes to the development agreement to align with the current planning policies, regulations and definitions include:

- change the permitted use from "hair salon" to "personal service shop" which could include but is not limited to a barber, hairdresser, beautician, masseur, tailor, dressmaker and shoemaker, as well as a sun tanning shop, a formal rental shop and depots for collecting dry cleaning and laundry. This better aligns with the applicant's proposal of providing space for a hair stylist and foot care specialist;
- remove the specifications on where the multi-purpose room and residential uses will enter and exit;
- add maintenance of the pedestrian walkway in general conformance with the site plan to Section 2.3, *Access and Egress*;
- add that the developer should include landscaping within parking areas for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt to Section 2.7, *Landscaping*, to meet the requirements of criteria 8.6.16 (e);
- remove the section "Fire Protection" which stated that the construction/building plans for each phase were required to be sent to the Office of the Provincial Fire Marshall for approval. Our Manager of Building and Fire Inspection Services noted that the municipal inspectors would inspect the building plans to ensure they conform with the National Building Code and that this clause is no longer necessary;

- add more details to Section 2.9, *Environmental Constraints Area*, to in accordance with the current regulations for building in the Environmental Constraints Area;
- add Section 2.13, *Outdoor Storage*, to prohibit outdoor storage in accordance with Policy 9.2.1 (i);
- remove the requirement that the architectural style of the building be constructed in conformity with the plans attached to the 1998 agreement to provide the developer modern design flexibility for phase 2;
- change the list of non-substantive matters to a list of substantive matters in Section 3.3; and
- add Clause 4.1 (d) which specifies a time limit of sixty (60) months for the development of Phase 2. Unless an extension of this time period is requested by the property owner, Phase 2 shall no longer be permitted to be developed.

The applicant finds all of these changes acceptable. The draft development agreement is located in Attachment C.

Section 6.0 of the WLUB, *Development Agreements*, states that “*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy*”:

- (j) development proposals in the Wentworth Road Gateway District in accordance with Policy 8.6.15 of the Municipal Planning Strategy for: large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area; regional shopping centres; institutional uses; mixed use; multiple unit residential; or light industrial development; and
- (l) mixed use development in the Commercial designation or the Industrial designation outside the industrial parks in accordance with Policy 9.2.1 of the Municipal Planning Strategy;

Part 8.0 of the WMPS contains the policies for the commercial areas in Windsor. Section 8.6 of the WMPS discusses the policies for the Wentworth Road Gateway District specifically. Policy 8.6.15 establishes Council’s intention to “*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*”. The subject lot is within the Wentworth Road Gateway District therefore the development agreement can also be considered under this policy.

Part 9.0 of the WMPS contains the policies for mixed use development in Windsor. Policy 9.2.1 establishes Council’s intention to “*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*”. The subject lot is designated Commercial therefore the development agreement can be considered under this policy.

The criteria for both Policy 8.6.15 and 9.2.1 have been evaluated by staff in Attachment A.

Windsor Municipal Planning Strategy

Environmental Constraints Areas

Although the property owner is planning to renovate the existing building for the additional three (3) apartment units, the development agreement allows an addition of twenty-four apartment units in phase 2 through a major addition to the existing building.

Since construction of the building at 20 Empire Lane in the early 1970's, the Windsor planning documents have been updated. The subject lot is now included in the Environmental Constraints designation (Figure 3) which means that it has been identified as marshland, specifically within the Tregothic Marsh. Properties within the Environmental Constraints designation have to meet more stringent requirements, including completing an environmental study, before being issued a development permit for any new building. Since the owner is utilizing the existing building that was constructed prior to 2002 they do not have to meet these requirements unless they are proposing to construct new buildings on site. The existing building may be enlarged, reconstructed, repaired or renovated provided all other requirements of the WLUB are met.

The Windsor Dykeland's Background Report (2001) specifies that the subject lot, and approximately 40 percent of the properties within the Tregothic Marsh, have been exempted by the Province from the requirements of Section 41 of the *Agricultural Marshland Conservation Act*. The *Agricultural Marshland Conservation Act* (2001) protects marshland for agricultural purposes. Being exempt from this portion of the *Act* means that the owner would not have to apply to the Marsh Body to allow any future construction. Any new construction on site including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of the WLUB and any other requirements of the Regional Municipality.

WMPS Specific Criteria

Policy 8.6.15 establishes Council's intention to "*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*" and Policy 9.2.1 establishes Council's intention to "*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*". These policies both establish criteria to be considered by Council. These criteria are examined in detail in Attachment A. In summary, the criteria are met since:

- the proposed development will not conflict with neighbouring uses;
- the proposed development consists of a combination of residential and commercial uses;
- adequate landscaping, open space and natural or artificial buffering is provided; and
- no outdoor storage is permitted.

WMPS General Criteria

The proposal meets the general criteria for amendment set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and

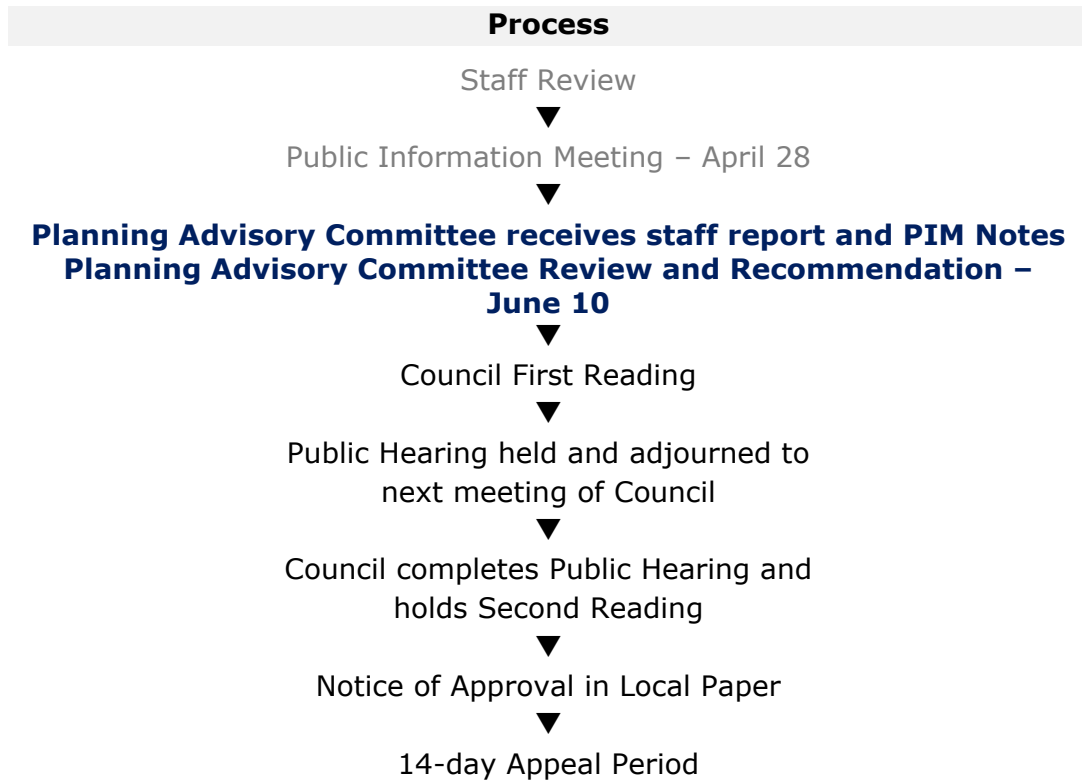
- the Fire Chief, Manager of Building and Fire Inspection Services, Development Officer, Director of Public Works and Traffic Authority have no major concerns.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) highlights two simulated flooding scenarios. The first scenario is based on a storm surge that occurred in 1997, which shows the expected damage is to occur along the coastline. The second scenario shows the simulated flooding extent for probable maximum flood due to climate change. Under this scenario most of the community of Windsor including the subject lot would experience flooding and properties within the Tregothic Marsh Body will experience extensive flooding.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of the general policies of the WMPS and is consistent with the intent, objectives and policies of the WMPS. It also meets the general criteria for development agreements in Windsor. As a result, it is reasonable enter into a development agreement to permit an additional three (3) dwelling units in the existing building, changing the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, and changing the style of apartments in both phase 1 and 2.



FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, PAC/HAC may:

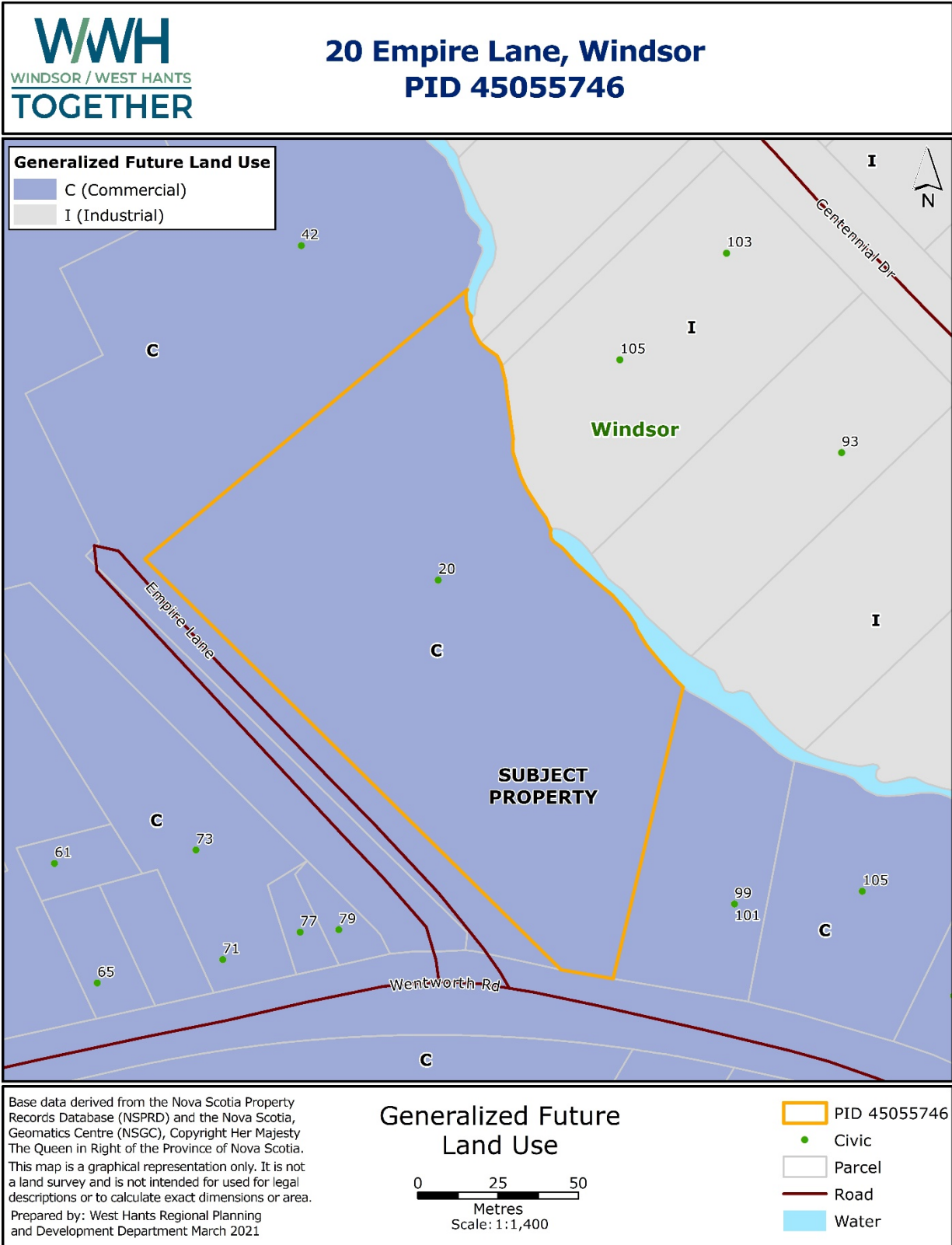
- recommend that Council hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Environmental Constraints Extract
Attachment A	Specific Criteria for Amendment
Attachment B	General Criteria for Amendment
Attachment C	Draft Development Agreement

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

**Figure 1
Windsor GFLUM Extract**



**Figure 2
Windsor Zoning Map Extract**

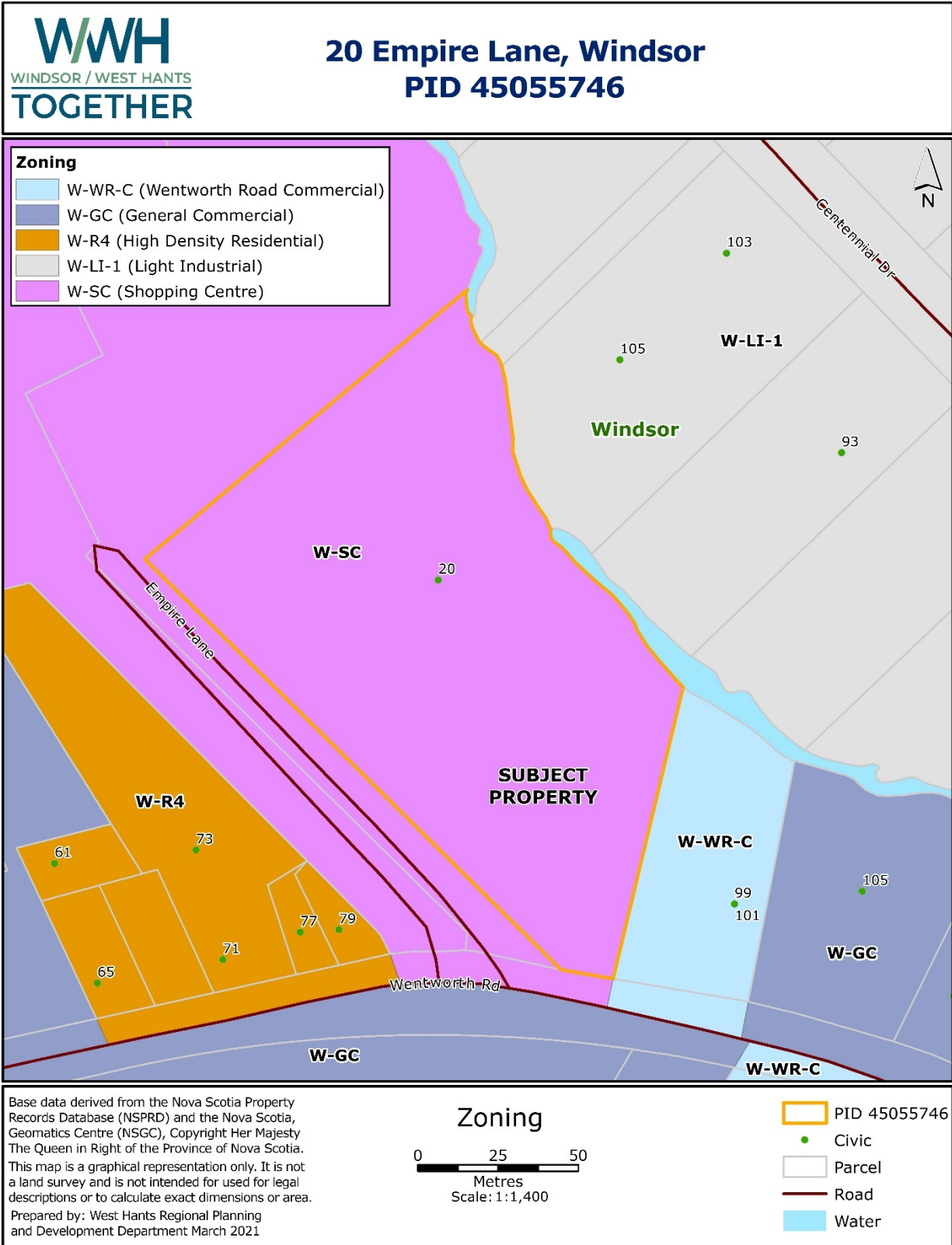
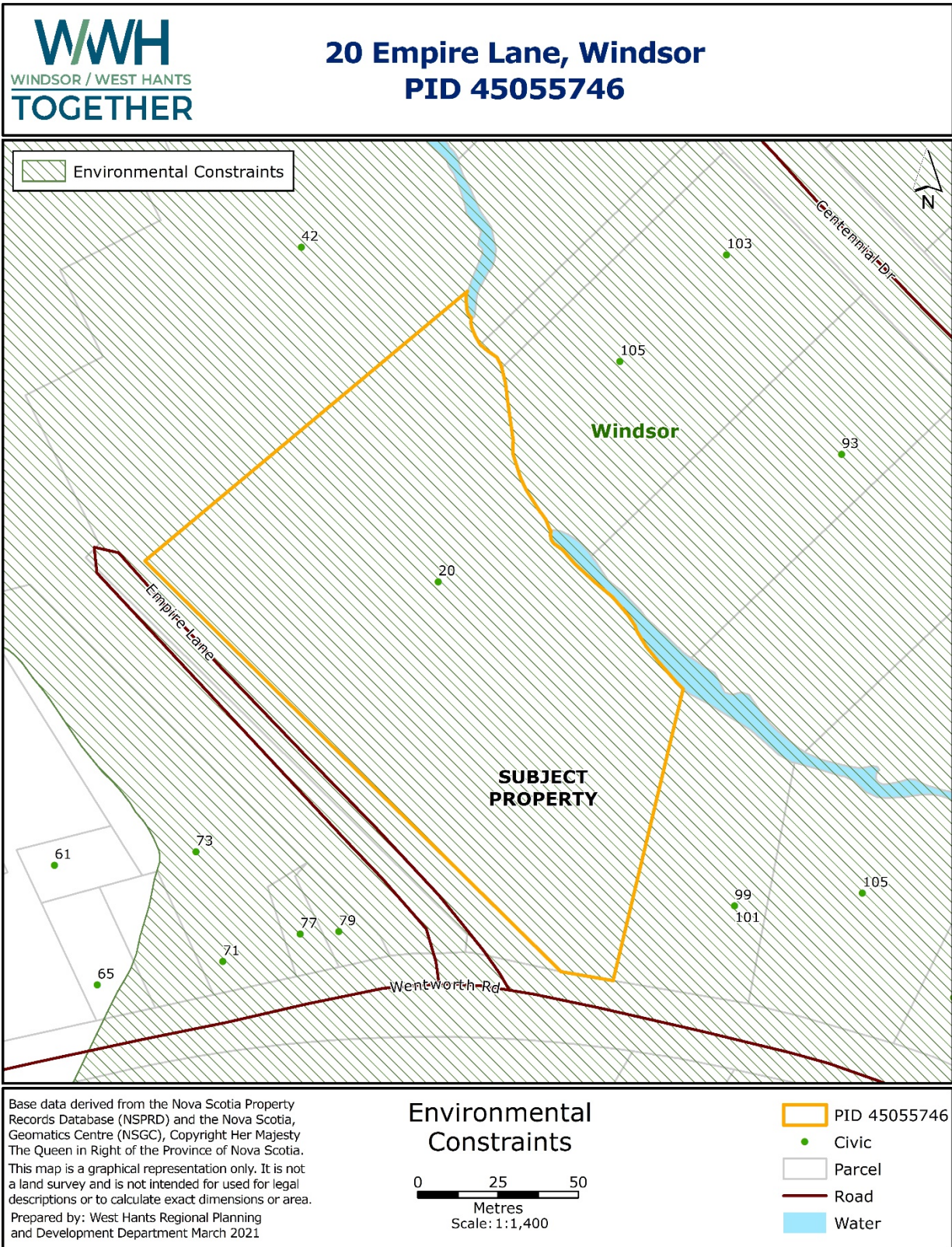


Figure 3
Windsor Environmental Constraints Extract



Attachment A
Specific Criteria for Amendment

Policy 8.6.15 It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area, regional shopping centres, institutional uses, mixed use, multiple unit residential, or light industrial development by development agreement in accordance with the relevant policies of this Strategy and the specific provisions for development in the Wentworth Road Gateway District as contained in Policy 8.6.16.

Policy 8.6.16 It shall be the policy of Council to have due regard to the following in reviewing proposals in the Wentworth Road Gateway District for rezoning to the WR-C zone pursuant to Policy 8.6.14 or development agreements pursuant to Policy 8.6.15:

CRITERIA	COMMENT
<i>(a) the proposed use will not conflict with neighbouring uses;</i>	<p>The additional three (3) units will be contained within the existing building which will not conflict with neighbouring uses.</p> <p>Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff do not anticipate any conflict with neighbouring uses as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.</p>
<i>(b) the architectural design and scale of the proposed development is compatible with surrounding commercial and/or residential buildings and enhances the appearance of the streetscape, consistent with the objectives of</i>	<p>There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The design and scale of the building is compatible with the surrounding commercial, industrial and residential zoning.</p>

<p><i>the Wentworth Road Gateway District;</i></p>	<p>The objectives of the Wentworth Road Gateway District are to:</p> <ul style="list-style-type: none"> • to identify Wentworth Road as important entrance route into Windsor, for pedestrians and cyclists as well as for vehicles; • to promote a sense of welcome and arrival to town; and • to assist in visitor orientation and direction to the Town Centre, as the main business district. <p>The existing building is set back from Wentworth Road. There are a variety of trees and other landscaping elements on the portion of the lot that abuts Wentworth Road. The addition in phase 2 will most likely be of similar design and scale as the existing building which is seen to be compatible with the surrounding area.</p>
<p><i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i></p>	<p>The existing building contains mainly residential uses. All apartment units have windows which are along the exterior of the building. The expansion permitted in Phase 2 also contains residential uses which would incorporate windows for each unit and avoid the appearance of solid blank walls.</p>
<p><i>(d) the developer provides a traffic study, acceptable to the Town and conducted by a qualified person, which demonstrates that the surrounding street network will efficiently accommodate the anticipated traffic flows and that the development will not necessitate major infrastructure improvements such as traffic lights at the expense of the Town;</i></p>	<p>The Manager of Public Works Operations and Traffic Authority was asked to comment on this application. They responded that "Currently there is a traffic study being undertaken for this driveway/street intersection and other surrounding intersections by West Hants Regional Municipality. I'm confident that the DA would not change the outcome of the study or cause the need for major infrastructure improvements based on this alone. I have no concerns about traffic impact due to the development."</p>

	Therefore, staff have not required a traffic study to be provided by the applicant as part of this application.
<i>(e) the provisions of Policies 8.6.4 and 8.6.8;</i>	The provisions of Policy 8.6.4 and 8.6.8 are met as Clause 2.7 of the draft development agreement includes the provisions for landscaping to contribute to the overall attractiveness of the streetscape, create a safe and pleasant pedestrian environment, and to avoid the appearance of uninterrupted expanses of asphalt particularly in Phase 2. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.
<i>(f) any other matter which may be addressed in a development agreement or land use by-law; and</i>	All other matters have been addressed elsewhere in this report.
<i>(g) the provisions of Policy 16.3.1</i>	See Attachment B.

Policy 9.2.1 It shall be the intention of Council to consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks, subject to the following:

CRITERIA	COMMENT
<i>(a) the proposed development consists of a combination of uses which may include commercial, light industrial, recreational, institutional and residential;</i>	The proposed development consists of a residential development of thirty (30) apartments in phase 1 and twenty four (24) apartments in phase 2, a multipurpose room, a dining room/restaurant, and a hair salon. This would be considered a mix of residential and commercial uses.
<i>(b) the architectural design of the development is sensitive to the existing built form and character of the surrounding area, and in particular:</i>	

<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>There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The subject lot is not within an Architectural Control District and is not a designated heritage property therefore no significant architectural elements of the building have been identified.</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 development is not located within 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 additional three (3) units will be contained within the existing building which does not change the density and scale of the development significantly.</p> <p>Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff have no concerns regarding this density and scale of development as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.</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 building was constructed in the early 1970's as a motel and a development agreement was entered into in 1998 for the multiple unit dwelling with some commercial uses. The proposed additional three (3) dwelling units will be contained within the existing building. Staff do not consider this development to restrict the</p>

	surrounding commercial or industrial development patterns.
<i>(e) where a light industrial use is proposed, it is not considered obnoxious or incompatible with the proposed residential or commercial components nor with adjacent land uses;</i>	Not applicable as the applicant is not proposing any light industrial uses.
<i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i>	Clause 2.7 of the draft development agreement includes the provisions for landscaping to ensure there is adequate natural landscaping and buffering on the subject lot.
<i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i>	<p>The Development Officer commented that the original agreement required one (1) parking space per dwelling unit with all residential parking being required adjacent the residential wing of the development. Three (3) additional parking spaces will be required for the three (3) additional dwelling units for a total of thirty (30) parking spaces. The developer indicates that a total of 36 parking spaces will be provided for the 30 dwelling units which is adequate.</p> <p>The Manager of Public Works Operations and Traffic Authority has no concerns regarding vehicular or pedestrian access in relation to this proposal. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building.</p>
<i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to</i>	The only residential dwellings located near the subject lot abut the lot on the west side of Empire Lane. Empire Lane is a two-lane local road with a median

<p><i>access, parking, noise and hours of operation;</i></p>	<p>separating the lanes. It is not anticipated that the proposed additional three (3) dwelling units will cause any conflict with these residential dwellings with respect to access, parking and noise. Hours of operation are not discussed in the development agreement as the commercial uses cater mostly to residents within the building and are not anticipated to cause any issues.</p>
<p><i>(i) no outdoor storage is permitted;</i></p>	<p>The Windsor Land Use By-law does not define outdoor storage but defines "open storage" as "the outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale". Clause 2.13, <i>Outdoor Storage</i>, in the draft development agreement prohibits open storage.</p>
<p><i>(j) any other matter which may be addressed by development agreement; and</i></p>	<p>All other matters have been addressed elsewhere in this report.</p>
<p><i>(k)the provisions of Policy 16.3.1.</i></p>	<p>See Attachment B.</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>	The Director of Public Works confirmed that the lot is served by adequate municipal water and sewer services.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the applicant has advised that they market the apartments to seniors.
<i>(iii) the adequacy of fire protection;</i>	In response to an inquiry, the local Fire Chief does "not have any fire related concerns as this renovation work will be under the building permit and fire inspection process". The Manager of Building and Fire Inspection Services stated that the proposal is not premature or inappropriate in terms of the adequacy of fire protection and has no building or fire related concerns.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Manager of Public Works Operations and Traffic Authority has no concerns related to the adequacy of road networks adjacent to or leading to the development with this development agreement amendment.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	No municipal costs related to this amendment are anticipated.

<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Manager of Public Works Operations and Traffic Authority has no concerns about traffic impact due to the development.</p> <p>There is no rail transportation in the area.</p> <p>There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer has no concerns with respect to the adequacy of the dimensions and shape of the lot for the intended use. The lot is 3.86 acre in size which is large enough to accommodate the proposed buildings and the required parking.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The surrounding area has a variety of commercial zoning plus some industrial and high-density residential zoning. This proposal is not anticipated to change the pattern of development in the area.</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 and there are no evident concerns in terms of steepness of grade, soil or geological conditions.</p> <p>There is a watercourse running along the north east property line.</p> <p>The subject lot is within the Environmental Constraints designation which means that any new construction on the subject lot including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of</p>

	<p>the WLUB and any other requirements of the Regional Municipality.</p> <p>The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) shows that most of the community of Windsor including the subject property would experience flooding under a simulated flooding extent for probable maximum flood due to climate change.</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 other matters have been addressed elsewhere in this report.</p>

**Attachment C
Draft Development Agreement**



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

MACLEOD GROUP HEALTH SERVICES LIMITED, a body corporate, with a head office at Suite 305, 219 Main Street, Antigonish, in the County of Antigonish, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at 20 Empire Lane, Windsor, PID 45055746, hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Commercial on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (September 21, 2005) and zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (September 21, 2005) and is within the Wentworth Road Gateway District and the Environmental Constraints designation; and

WHEREAS the Owner has requested that the Municipality discharge a development agreement between Schaffner Enterprises Ltd. and the Town of Windsor to permit residential development, a multipurpose room, a lounge, a dining room / restaurant, and a

hair salon dated March 6, 1998 and recorded at the Land Registry Office on March 10, 1998 and June 24, 1998 as document 900 and 2485; and

WHEREAS the Owners have requested to enter into a new development agreement which increases the number of apartments in phase 1 to thirty (30) units in total, changes the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, changes the style of apartments in both phase 1 and 2, and accommodates other minor changes; and

WHEREAS Policy 8.6.15 and Policy 9.2.1 of the Windsor Municipal Planning Strategy (the "Municipal Planning Strategy") and Section 6.1 (j) and (l) of the Windsor Land Use By-law (the "Land Use By-law") provide that mixed use, multiple unit residential in the Commercial designation and the Wentworth Road Gateway District be considered by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2021, approved this request;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw, except those defined as follows:

- (a) "Senior citizen home" means a multiple unit dwelling designed for occupation by senior citizens and constructed and maintained by a public housing authority or non-profit organization;
- (b) "Home for special care" means a dwelling unit where people live together and receive care, and can include a nursing home, a home for the aged, a home for the disabled and a residential care facility as defined in *the Homes for Special Care Act*;

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A – Legal Description

Schedule B – Site Plan A1

Schedule C – Schematic A: New Layout – Floor Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (b) *Land Use Bylaw* means the Land Use Bylaw of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (c) *Subdivision Bylaw* means the Subdivision Bylaw of the Town of Windsor approved on January 24, 2012, as amended, or successor bylaws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) residential development:
 - (i) Phase 1: a maximum of thirty (30) apartments consisting of a mix of studio and one (1) bedroom style;
 - (ii) Phase 2 (proposed future expansion): a maximum of twenty-four (24) apartments consisting of a mix of studio, one (1) bedroom and two (2) bedroom style;
- (c) a dining room and restaurant;
- (d) a multipurpose room for the use of the residents, and for special functions associated with the dining room / restaurant such as receptions, meetings, and banquets; and
- (e) a personal service shop.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

2.2 Development Location and Design

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Phase 1 residential development shall be located entirely within the existing building located as shown on the site plan in Schedule B.
- (b) The Phase 2 residential development shall be developed in a manner consistent with the intent of this development agreement and the Land Use By-law and substantively the same as the "proposed future expansion" shown on Schedule B.

- (c) The commercial components of the development shall be permitted only in the areas noted as dining room, restaurant, multipurpose room, and beauty parlour on Schedule C.
- (d) Commercial floor space shall not exceed 40 percent of the total floor area of the development.

2.3 Access and Egress

- (a) The vehicular entrance and exit for the Property shall be in general conformance with the entrance and exit shown on Schedule B.
- (b) The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) The pedestrian walkway provided from Wentworth Road to the edge of the parking lot at the entrance of the building shall be maintained in general conformance with the walkway shown on Schedule B.

2.4 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) One (1) parking space, at a minimum size of 10 feet by 20 feet, shall be provided for each dwelling unit.
- (c) One parking space, at a minimum size of 10 feet by 20 feet, shall be provided for every 100 ft² (9.29 m²) of floor area of the multi-purpose room.
- (d) Parking areas and parking spaces shall be paved, clearly demarcated and lined by the Owner.
- (e) Parking required for the residential component shall be clearly separated from other parking in the area and demarcated by signage as being for the use of residents only.
- (f) The number of parking spaces and loading spaces may be varied by the Development Officer.

2.5 Signs

- (a) The Owner shall be permitted two (2) ground signs on the lot.
- (b) The ground signs shall not:
 - (i) exceed a height of 15 ft. (4.57 m) from the grade level to the highest part of the sign;
 - (ii) exceed 50 sq. ft. (4.62 m);
 - (iii) be located within 75 ft. (22.86 m) from a residential dwelling unit on the lot; or
 - (iv) be illuminated.

2.6 Lighting

Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.7 Landscaping

The Owner shall:

- (a) keep all undeveloped areas of the Property landscaped;
- (b) include tree cover as part of the landscaping along the south Property line abutting Wentworth Road, at a maximum spacing of 20 ft. (6.09 m), each tree having a minimum caliper of 2 inches. Existing trees may be included as part of the requirement;
- (c) along the eastern Property line provide either:
 - (i) built screening, and a combination of trees, shrubs, and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) high and 5 ft. (1.5 m) wide; or
 - (ii) a combination of shrubs, trees and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) wide;where trees are to be a minimum of 5 ft. (1.5 m) in height, at a maximum spacing of 10 ft. (3.05 m), and shrubs a minimum of 1.5 ft. (0.5 m) in height.
- (d) include landscaping within parking areas required for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt.

2.8 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Empire Lane.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m) to an abutting property.

(b) Water and Sewer Services

The Owner acknowledges that:

- (a) the Property is served by a private water main that services the Fort Edward Mall;
- (b) that the private sewer lateral serving the building has been noted by the Director of Public Works as having had problems which have resulted in regular cleaning being required;

- (c) prior to a development permit being issued by the Municipality, the Owner must provide verification that the Owner's Engineer has checked to ensure that the private sewer lateral is capable of servicing the proposed development;
- (d) if the private sewer lateral is not capable of servicing the proposed development, any costs necessary to upgrade the service are the responsibility of the Owner.

2.9 Environmental Constraints Area

The Property is located within the Environmental Constraints designation in Windsor.

- (a) For any new buildings, including the development of Phase 2, or any new accessory buildings larger than 800 ft² (74.32 m²) in total floor area, the developer must complete an environmental study, in accordance with Section 27.0 of the Windsor Land Use By-law, and submit the study to the Development Officer prior to the issuance of development and building permits for the proposed use.
- (b) The Development Officer and/or the Municipality's Building Official may refuse a permit for such new buildings if the Owner's application does not incorporate compliance with the flood proofing or other construction methods recommended by the environmental study.
- (c) In accordance with Section 27.2 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with a required environmental study, any future alterations or additions shall also follow the construction methods set out in the environmental study.
- (d) No building shall be used for:
 - (i) a residential institution such as a hospital, senior citizen home, home for special care or similar facility where flooding could pose a significant threat to the safety of residents if evacuation became necessary; or
 - (ii) any use associated with the warehousing or the production of hazardous materials.

2.10 Subdivision

No alterations to the lot configuration are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

2.11 Maintenance

- (a) The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs,

walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

- (b) The Owner shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

2.12 Phased Development

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Owner agrees to construct each phase of the development in conformity with the Plans attached hereto.
- (c) Phase 1 shall include the completion of:
 - (i) the pedestrian walkway from Wentworth Road to the Main Entry as identified on Schedule B; and
 - (ii) the landscaping required along the lot line as specified in Section 2.7 (b) and (c) of this Agreement.
- (d) Phase 2 shall include a new pedestrian walkway ending from the walkway completed in Phase 1, to the 'Future Entry', shown on Schedule B.

2.13 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale will be prohibited.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality, or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1 *Use* of this Agreement.
- 3.4** Upon conveyance of land by the Owner to either:
 - (a) the road authority for the purpose of creating or expanding a public street over the Property; or
 - (b) the Municipality for the purpose of creating or expanding any municipally owned facility over the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or public facility, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

- 3.5** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.6** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.7** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for

the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

- (d) Development of Phase 2 shall commence not later than sixty (60) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, development of Phase 2 shall no longer be permitted and this Agreement may be discharged in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owner shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.
- (b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the development proposed by this agreement. The Owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.8 Assignment of Agreement

The Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.9 Written Notice

(a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Suite 305, 219 Main Street, Antigonish, or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

This agreement replaces and discharges the development agreement dated March 6, 1998 between the Town of Windsor and Schaffner Enterprises Ltd. recorded at the Registry of Deeds in Hants County, Nova Scotia on March 10, 1998 in Book 829 at pages 210 as document #900 and on June 24, 1998 in Book 837 at pages 283 as document #2485, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL MUNICIPALITY**

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Witness

Per: _____

) Abraham Zebian, Mayor

)

Witness

) Per: _____

) _____, Municipal Clerk

)

)

)

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)
)
) **MACLEOD GROUP HEALTH SERVICES LIMITED**

)
)
)
)
)
)
)

Witness

Per: _____
) Ramsay Duff, Chief Executive Officer

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, _____ of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (The "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the Municipal Government Act, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the Municipal Government Act, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

, Clerk

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Ramsay Duff, Nova Scotia, make oath and say that:

1. I am Ramsay Duff, Chief Executive Officer of MacLeod Group Health Services Limited, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this **Month Day**, 2021 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

Print Name:

Authority (e.g. Commissioner of Oaths):
Please affix seal

Schedule 'A'
Legal Description – PID 45055746

MUNICIPALITY: Town of Windsor

DESIGNATION OF PARCEL ON PLAN: Lot C1 and Lot C2 (as an addition)

TITLE OF PLAN: Plan Showing Lands of Fort Edward Shopping Mall Ltd.

REGISTRATION DISTRICT: Hants County

REGISTRATION REFERENCE: P-2816

Lot C-2 was approved as an addition to Lot C-1.

The above described lot more fully described as C-1 and C-2 in the deed registered in the registration district of Hants County in Book 676 at page 27.

SUBJECT TO a water line maintenance easement as contained in the deed registered in the registration district of Hants County in Book 305 at Page 145.

ALSO SUBJECT TO a 15' wide right of way as contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 149.

AND ALSO SUBJECT TO the right of way contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 306.

AND ALSO SUBJECT TO restrictive covenants as contained in the deed registered in the registration district of the County of Hants in Book 305 at 145.

AND ALSO SUBJECT TO a Development Agreement with the Town of Windsor dated March 6, 1998 and registered March 10, 1998 at the Hants County Registry of Deeds in Book 829 at Page 210 as Document # 900 and re-registered June 24, 1998 in Book 837 at Page 283 as Document # 2485.

TOGETHER WITH a roadway easement and Restrictive Covenants contained in the deed registered in the registration district of the County of Hants in Book 305 at Page 145.

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

Compliance:

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

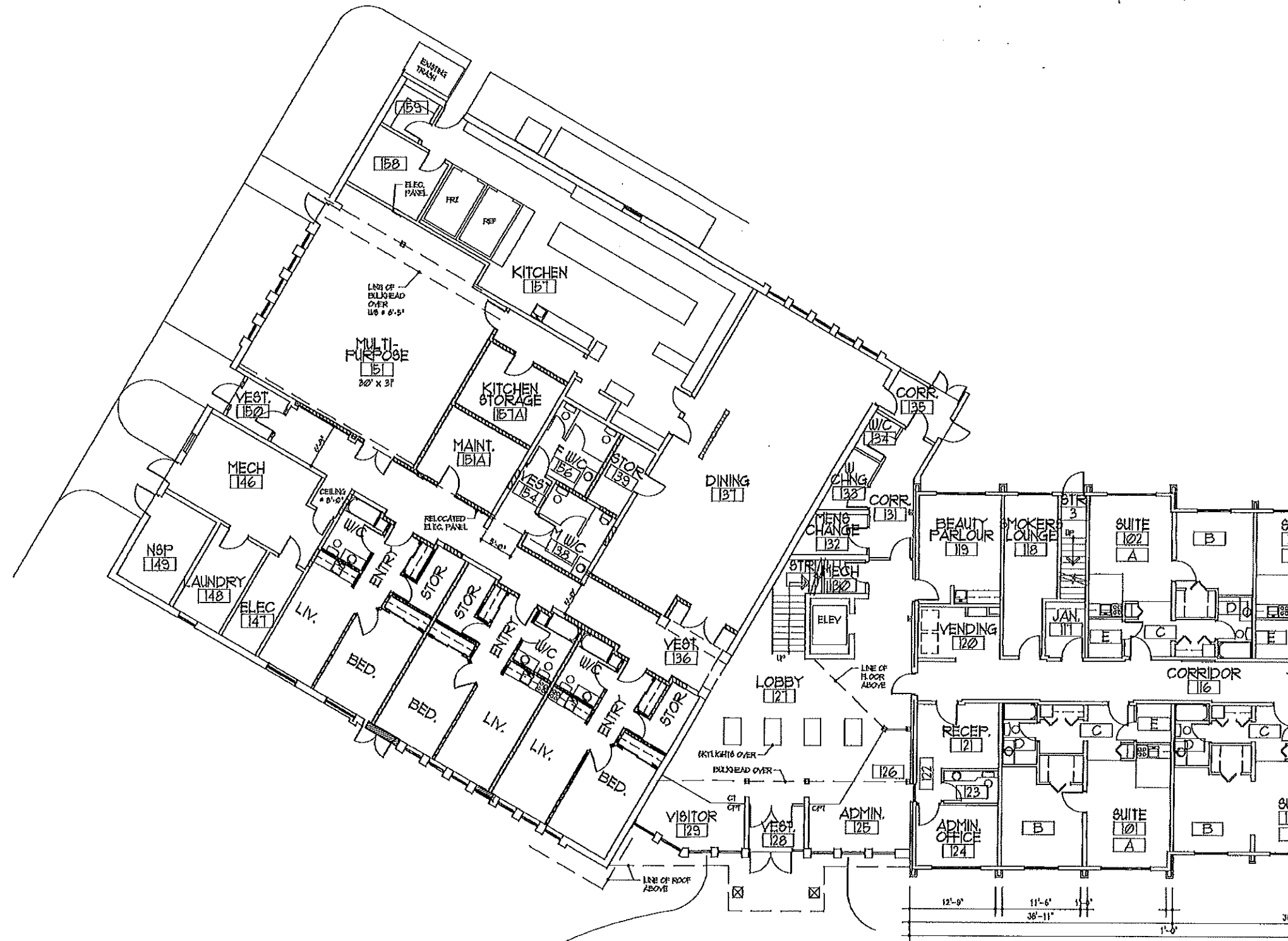
Registration District: HANTS COUNTY

Registration Year: 1979

Plan or Document Number: 2816

Schedule C – Schematic A: New Layout – Floor Plan

Schematic A:



Wall Legend

- EXISTING WALL TO REMAIN
- - - EXISTING TO BE REMOVED
- ==== NEW WALL

NOTE:
DIMENSIONS TO CENTRE LINE OF GRID
UNLESS NOTED OTHERWISE

1	REVISED FOR REVIEW	JAN 2021
No.	REVISION	DATE

Archibald & Fraser
architects ltd.
P.A. 2020 0001, ARCHIBALD & FRASER ARCHITECTS LTD. 2020 0001

PROJECT
MACLEOD HOUSE
70 EMPIRE LANE
WINDSOR, NOVA SCOTIA

DRAWING
FLOOR PLANS

SCALE 1/8" = 1'-0"	DATE JAN 2021
DRAWN C.L.C.	REVIEWED

DEAL

CONSULTANT'S No.	DRAWING No.
PROJECT No.	301
856	

301 - NEW LAYOUT
MULTI-PURPOSE RENOVATION
SCALE: 1/8" = 1'-0"



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

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

Date: May 13, 2021

Subject: General Policies: Second Set

1.0 LEGISLATIVE AUTHORITY

Municipal Government Act (MGA) Part 8

2.0 BACKGROUND

West Hants Regional Municipality has a separate Municipal Planning Strategy, Land Use By-law and Subdivision By-law for each of Hantsport, West Hants and Windsor. As part of the plan review, planning staff are working on updating the planning documents and combining the nine (9) documents into three (3) documents: one Municipal Planning Strategy, Land Use By-law and Subdivision By-law for the Region. To help ensure a smooth transition, staff are reviewing the general policies of each MPS and developing one consistent policy where possible. Policies regarding cemeteries, "yards", frontage on a street, and standards of measurements for use in the planning documents are attached as Attachment A.

3.0 DISCUSSION

There are no specific policies regarding these matters in any of the existing planning documents.

4.0 NEXT STEPS

Attachment A

General Policies - Second Set

Cemeteries

More than sixty (60) cemeteries have been identified in WHRM, many pre-dating land use regulation. Council respects the use of these cemeteries and does not intend to require changes to existing cemeteries.

Policy

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

- x.1 consider cemeteries in existence on (projected approximate date of adoption of this MPS) to be permitted uses in the zones in which they are located; and
- x.2 require all new cemeteries to have road frontage and access to a private or public road.

(Questions for PAC:

-should cemeteries have parking requirements in the LUB?

-what types of Zones should new cemeteries be located in?)

Yards

A Yard is an open, uncovered space on a lot between the main wall of a building and a lot line. The National Building Code and the Provincial Fire Code each have requirements for separation between buildings or between a building and a lot line to reduce the spread of fire. Yards are also considered important for maintenance of buildings and land, private outdoor space, solar exposure, air circulation, and the ability to have accessory uses or buildings on a lot.

Policy

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

- x.3 establish minimum yard requirements to separate buildings from lot lines in a manner consistent with the intent of each specific zone to allow for maintenance of buildings and land, private outdoor space, solar exposure, air circulation, waste storage, vision at intersections, and the separation of land uses in order to reduce land use conflicts; and
- x.4 regulate the encroachments permitted into yards for features such as exterior staircases, ramps, canopies, eaves, and utilities.

Frontage on a Street

Since access to lots is important not only for vehicles and pedestrians but also for emergency vehicles, Council will require most new lots to have frontage on either a public or private street. In more rural areas, Council will also permit the creation of a maximum of two lots on a right-of-way from an area of land which existed before subdivision was regulated (August 6, 1984).

Policy

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

- x.5 require all lots to have frontage on public or private streets except:
 - (a) those existing before the effective date of the first land use regulations as set out in Policy (now listed as G23) ; and
 - (b) in (rural designations) a maximum of two lots created from an area of land existing before the effective date of subdivision regulation (August 6, 1984) may be served by a right-of-way.

Standards of Measurement

- x.6 The Imperial system of measurement is used throughout this By-law and in all cases represents the required standard. Metric measurements are approximate and for convenience only.

(should be placed in Administrative policies)



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: Planning/Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Planner

Date: May 13, 2021

Subject: Plan Review Household Livestock

1.0 LEGISLATIVE AUTHORITY

Municipal Government Act (MGA) Part 8

2.0 BACKGROUND

West Hants Regional Municipality (WHRM) has a separate Municipal Planning Strategy, Land Use By-law and Subdivision By-law for Hantsport, West Hants and Windsor. As part of the plan review, planning staff are working on updating the planning documents and combining the nine (9) documents into three (3) documents: a Municipal Planning Strategy (MPS), Land Use By-law (LUB) and Subdivision By-law (SUB) for the Region. To help ensure a smooth transition, staff are reviewing the general policies of each MPS and developing one consistent policy where possible. The policies on household livestock from each of the three (3) documents and the staff recommended policies appear in Attachment A.

3.0 DISCUSSION

Household livestock policies were approved by the former West Hants and Windsor Councils in 2019 and 2017, respectively. The current WHRM Council considered changes to the Hantsport documents as recently as January 2021. There are significant differences among the existing household livestock policies in the three (3) sets of documents.

West Hants, as a predominantly rural community, provides the most options in terms of livestock permitted based on the size of the property. Livestock are permitted in any residential or resource zone except within the Growth Centres

of Falmouth and Three Mile Plains where a property must be at least one (1) acre for livestock to be permitted.

In Windsor, policy 6.0.9 states that agricultural uses such as keeping horses and other livestock are prohibited except in the Agricultural zone. However, the former Windsor Council approved an amendment to the Windsor Land Use By-Law to create a category for Urban Agricultural Uses to permit small-scale livestock operations in the former town. On properties that have residential or Town Centre (TC) zoning and a single unit or two-unit dwelling a maximum of four (4) laying hens and one (1) beehive per 2,000 ft² (185 m²) are permitted.

Horses are the only livestock permitted in Hantsport as there are no agricultural zones in Hantsport. Horses are only permitted on properties zoned Single Unit Residential (R-1) and Two Unit Residential (R-2). In January 2021, Council considered a request from the former Hantsport Area Advisory Committee to permit a variety of livestock in the community. WHRM Council did not approve this request as development in Hantsport was determined to be similar to the Growth Centres and therefore the opinion of the then-PAC/HAC was that the same livestock requirements should apply. Staff did not support this view.

Staff have prepared recommendations for the Regional MPS and LUB which combine the approaches used in each jurisdiction. The major change proposed is to permit four (4) laying hens and one (1) beehive per 2,000 ft² (185 m²) in Windsor, Hantsport, and the Growth Centres on properties smaller than one (1) acre. Although there have been concerns in the past about permitting livestock in these more developed areas, four (4) laying hens are currently permitted in Windsor. Complaints have been received about only one property, and no complaints about that property have been received in the past year. WHRM Council determined the development pattern in Hantsport and the Growth Centres was similar enough to have the same requirements for livestock. The communities of Hantsport and Windsor, as former towns, have similar development patterns in terms of lot sizes and uses permitted. Staff recommend that the same requirements for livestock could apply for Windsor, Hantsport, and the Growth Centers, but this could also be varied at the will of the specific community. Staff recommend permitting the four (4) laying hens in each community as staff have previously recommended the keeping of small amounts of livestock in Hantsport and the Growth Centres, specifically on November 16, 2017, for the following reasons:

"In the development of this amendment, staff consulted Devin Lake a planner that worked on household chicken by-laws for the Town of Windsor. He based the Town of Windsor by-laws on by-laws in the Town of Truro which were developed with the agricultural collage to determine appropriate lot size for chickens. Lot size and set back requirements for Hantsport and West Hants are based on the bylaws in the Town of Truro and a review of other relevant municipal household chicken by-laws in Nova Scotia. The maximum amount of chickens in other municipalities can range from 2 to 5. The Municipality of the County of Kings has the highest maximum of 5 and Truro has no maximum

limit. Staff have also reviewed news articles on the topic of household chickens, many suggest a maximum of 3 to 7 as chickens are social animals. For these reasons, a maximum of six (6) laying hens was chosen for Hantsport and West Hants."

The PAC/HAC can recommend removing the ability to have laying hens in Windsor to align with the current requirements in Hantsport and the Growth Centers. If the PAC/HAC wishes to recommend different requirements for laying hens in Windsor, Hantsport, or the Growth Centres, the PAC/HAC will need to identify the specific reason for the difference in requirements.

Staff have recommended allowing beekeeping in all areas of the municipality that have residential or Town Centre (TC) zoning and where a single or two-unit dwelling is the main use. This brings the rest of the Region in alignment with the provisions in Windsor.

Staff have proposed changes to permit household livestock as accessory to a residential use as opposed to tying the requirements to a specific zone. In the existing West Hants requirements household livestock are permitted in any residential or resource zone regardless of type of residential use.

The Windsor documents include requirements for feed storage and maintenance of areas and enclosures used for livestock. Staff have reviewed the *Municipal Government Act* and have not identified enabling legislation that would permit the Municipality to regulate these requirements. Staff have removed these requirements from the proposed recommendation. Requirements for feed storage and maintenance of areas and enclosures used for livestock could be included but could not really be enforced.

All other recommended requirements for household livestock remain the same as in the existing documents as staff considered the differences to be based on specific community needs. The keeping of horses in Hantsport permitted on lots over one (1) acre has not been incorporated for the community of Windsor as Windsor has an agricultural zone that permits a variety of livestock. In Hantsport there is no existing agricultural zone but the planning documents were amended in 2015 as residents had a desire to specifically own horses and maintain them within the community. Staff have maintained those differences in the proposed requirements.

Just as with definitions, these household livestock policies will be included in the draft documents for future review by the public. Public review of these policies and regulations as a separate item is not recommended.

4.0 NEXT STEPS

Once content is agreed to by PAC/HAC, these policies will be placed on file to be incorporated during the plan review.

5.0 FINANCIAL IMPLICATIONS

There are no financial implications for the Region associated with the filing of this report.

6.0 ALTERNATIVES

Should PAC not wish to accept the draft policies as written, it may:

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

7.0 ATTACHMENTS

Attachment A Draft MPS and LUB requirements for Household Livestock

Report Content Prepared by: Planners and Development Officers

Attachment A

Draft MPS and LUB requirements for Household Livestock

Hantsport	West Hants	Windsor	Recommendation
Municipal Planning Strategy			
<p>RP-4A It shall be the policy of Council to permit the keeping of horses in the R-1 and R-2 Zone subject to an area requirement for each horse as contained in the Land Use By-law. (As amended August 17, 2015)</p>	<p>4.9 Household Livestock Unlike commercial farms where the agricultural use is considered the main use of a property, household livestock operations or hobby farms are accessory to the main residential use of a lot. The ability to keep one or two horses or a small number of other livestock is a valued feature of rural life. Since West Hants is primarily a rural municipality, Council will permit the keeping of household livestock in any residential area, including the Growth Centres, provided the property is large enough to accommodate the number of animals and all setbacks for barns and manure storage are met.</p> <p>Policy As a result, it shall be the policy of Council to:</p> <p>4.9.1 allow household livestock operations within residential areas of West Hants subject</p>	<p>Policy 6.0.9 <i>It shall be the policy of Council that agricultural uses involving the keeping of horses and other livestock shall be prohibited within the Town of Windsor except in the Agriculture (AG) zone.</i></p>	<p>Household Livestock Unlike commercial farms where the agricultural use is the main use of a property, hobby farms or household livestock operations are accessory to the main residential use of a property. The ability to keep one or two horses or a small number of other livestock is a valued feature of rural life. Since WHRM is primarily rural, Council will permit the keeping of household livestock in any residential area, including within the Growth Centres and the communities of Windsor and Hantsport provided the property is large enough to accommodate the number of animals and all setbacks for barns and manure storage are met.</p> <p>Policy As a result, it shall be the policy of Council to:</p> <p>X.X allow household livestock operations as accessory to a residential use subject to regulations governing:</p> <ul style="list-style-type: none"> (a) minimum property size; (b) maximum number of livestock permitted based on property size and designation;

	<p>to LUB regulations governing (4.9.1):</p> <ul style="list-style-type: none"> (a) minimum lot size; (b) limits on the number of livestock permitted in Growth Centres, Village and Hamlets; (c) separation distances from adjacent properties, watercourses and wells; and (d) containment of household livestock within the property through buildings, fences or enclosures. 		<ul style="list-style-type: none"> (c) setbacks from abutting properties; (d) separation distances from watercourses and wells; (e) containment of household livestock within the property through buildings, fences or enclosures.
Hantsport	West Hants	Windsor	Recommendation
Land Use By-Law			
	<p>Household Livestock 5.17 Household livestock operations shall be permitted in any residential or resource zone subject to the following:</p> <ul style="list-style-type: none"> (a) the requirements for non-intensive livestock operations as contained in Section 18.6 and 18.7 of this By-law; (b) for purposes of this section, a lot may include multiple abutting properties held by the same owner; (c) the slaughtering of household livestock 	<p>Urban Agricultural Uses <i>(Amendment WLUB 16-01 Effective April 17, 2017)</i> 5.44 (a) In all Residential zones and the Town Centre zone, up to four (4) chicken laying hens shall be permitted on a property where the primary use is a single detached or 2-unit dwelling. For lots smaller than 465 m2 (5000 ft2), 1 chicken laying hen shall be permitted per 92 m2 (1000 ft2) of lot area. The following regulations are applicable to the keeping of chickens:</p>	<p>Household Livestock X.X Household livestock operations shall be permitted as accessory to a single or two-unit dwelling subject to the following:</p> <ul style="list-style-type: none"> (a) the requirements for non-intensive livestock operations as contained in Section X.X and X.X of this By-law; (b) for purposes of this section, a property may include multiple abutting properties held by the same owner; (c) the slaughtering of household livestock shall be permitted on the property except in the Growth Centres and the

	<p>shall be permitted on the lot;</p> <p>(d) livestock shall not be permitted on lots less than one (1) acre in Growth Centres</p> <p>(e) the number of animals permitted on a lot less than one (1) acre shall be limited to:</p> <p>(i) Lots less than ¼ an acre (10,890 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits and chickens (including Roosters, Broilers and Laying Hens) to a total of five (5) animals. <p>(ii) Lots ¼ acre (10,890 sq. feet) up to and including ½ an acre (21,780 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits, turkeys and chickens (including Roosters, Broilers and Laying Hens) to a total of ten animals. <p>(iii) Lots over ½ an acre (21,780 sq. feet) to one (1) acre (43,560 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits, turkeys, sheep, hogs, and chickens (including Roosters, Broilers and Laying Hens) to a total of fifteen animals with 	<p>(i) Chicken laying hens must be contained on the property and kept in a secure coop, constructed to ensure adequate shelter is provided for the animals;</p> <p>(ii) Setbacks for any structure (laying hen coop or run) shall be pursuant to the accessory building requirements outlined in Section 5.1;</p> <p>(iii) Feed for the laying hens shall be properly stored in an enclosed vessel(s), and areas or enclosures intended for the keeping of the laying hens must be properly cleaned and maintained to prevent odours from emanating onto abutting properties;</p> <p>(iv) The keeping of roosters and/or the slaughtering of animals is prohibited;</p> <p>(v) In the case of fractional numbers when calculating animal units, the number of animal units permitted will be rounded down to the nearest whole number.</p> <p>(b) Beekeeping is permitted on properties zoned</p>	<p>communities of Windsor and Hantsport;</p> <p>(d) household livestock shall be contained within the limits of the property by means of fencing, enclosures or buildings;</p> <p>(e) Setbacks for any structure associated with the household livestock shall be in accordance with the accessory building requirements established in Section X;</p> <p>(f) beekeeping is permitted on properties with residential or Town Centre zoning where the property is at least 465m² (5000 ft²) in lot area and the primary use of the property is a single or two unit dwelling. One (1) beehive/2000 ft² of lot area may be permitted. It shall be the responsibility of beekeepers to:</p> <p>(a) Obtain a valid Beekeeper & Apiary Registration from the Nova Scotia Department of Agriculture, and conform to all policies pursuant to the Nova Scotia Bee Industry Act;</p> <p>(b) Adhere to good management practices and maintain bees in a condition that will reasonably prevent swarming and aggressive behaviour, especially by providing adequate water to</p>
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	<p>no more than two (2) sheep or one (1) hog.</p> <p>(f) the maximum number of animal units permitted on a lot larger than one (1) acre shall be limited to one (1) animal unit for the first full acre and one (1) additional animal unit for each additional full half acre to a maximum of eight (8) animal units;</p> <p>(g) household livestock shall be contained within the limits of the property by means of fencing, enclosures or buildings;</p>	<p>Residential or Town Centre where the property is at least 465m² (5000 ft²) in lot area and the primary use of the property is a single detached or 2-unit dwelling. 1 beehive/2000 ft² of lot area may be permitted. It shall be the responsibility of beekeepers to:</p> <p>(i) Obtain a valid Beekeeper & Apiary Registration from the Nova Scotia Department of Agriculture, and conform to all policies pursuant to the Nova Scotia Bee Industry Act;</p> <p>(ii) Adhere to good management practices and maintain bees in a condition that will reasonably prevent swarming and aggressive behaviour, especially in providing adequate water to prevent bees from seeking water on abutting properties;</p> <p>(iii) Requeen bees when necessary to prevent undue swarming or aggressive behavior;</p> <p>(iv) Collect and relocate bee swarms originating from a managed hive to a</p>	<p>prevent bees from seeking water on abutting properties;</p> <p>(c) Ensure the appropriate height of bee flight paths by situating beehives a minimum of 2.15m (7 ft.) above grade; or placing a solid fence that is 2m (6 ft.) in height along any section of abutting property line(s), within 9m (29.5 ft.) of any beehive;</p> <p>(d) Situate beehive entrances away from neighbouring properties, and at a minimum of 3m (10 ft.) from any property line.</p> <p>(g) in addition to the provisions of beekeeping in (f), household livestock shall not be permitted on properties less than one (1) acre in Growth Centres, Windsor, and Hantsport except for the following:</p> <p>(i) four (4) laying hens shall be permitted on a property accessory to a residential use. For properties smaller than 465 m² (5,000 ft²), one (1) laying hen shall be permitted per 92 m² (1,000 ft²) of property area.</p> <p>(h) In all other areas of the Municipality, the number of animals permitted on a property</p>
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		<p>parcel of land outside of the Town;</p> <p>(v) Ensure the appropriate height of bee flight paths by situating beehives a minimum of 2.15m (7 ft.) above grade; or placing a solid fence that is 2m (6 ft.) in height along any section of abutting property line(s), within 9m (29.5 ft.) of any bee hive;</p> <p>(vi) Beehive entrances are situated away from neighbouring properties, and the beehives are a minimum of 3m (10 ft.) from any and all property lines.</p>	<p>less than one (1) acre shall be limited to:</p> <p>(i) properties less than ¼ an acre (10,890 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits and chickens (including roosters, broilers and laying hens) to a total of five (5) animals. <p>(ii) properties ¼ acre (10,890 sq. feet) up to and including ½ an acre (21,780 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits, turkeys and chickens (including roosters, broilers and laying hens) to a total of ten animals. <p>(iii) properties over ½ an acre (21,780 sq. feet) to one (1) acre (43,560 sq. feet)</p> <ul style="list-style-type: none"> • a combination of rabbits, turkeys, sheep, hogs, and chickens (including roosters, broilers and laying hens) to a total of fifteen animals with no more than two (2) sheep or one (1) hog. <p>(i) in Hantsport, in addition to the beekeeping and laying hens permitted in (f) and (g), for properties larger than one (1) acre horses shall be permitted, provided they are kept in a fenced area with a minimum of one (1) acre (43,560 sq. feet) for each horse.</p>
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(j) in Windsor, for properties larger than one (1) acre only the laying hens permitted in (g) shall be permitted except in the agricultural zone where other livestock are permitted in accordance with (k).

(k) In all other areas of the Municipality, the maximum number of household livestock animal units permitted on a property larger than one (1) acre shall be limited to one (1) animal unit for the first full acre and one (1) additional animal unit for each additional full half acre to a maximum of eight (8) animal units;

(i) Number of livestock equal to one (1) household livestock animal unit is as follows:

Type of Livestock	Household Livestock Operations
Dairy Cows	1
Dairy Heifers	1
Beef Cows	1
Beef Feeders (150 - 500 kg)	2
Veal calves	3
Bulls	1
Horses and ponies (≥225 kg)	1
Miniature horses and ponies (<225 kg)	2

			<table border="1"> <tr><td>Sheep</td><td>4</td></tr> <tr><td>Sows (Breeding/Gestation)</td><td>2</td></tr> <tr><td>Sows (Farrow to Finish)</td><td>1</td></tr> <tr><td>Sows (Farrow to Wean)</td><td>2</td></tr> <tr><td>Weaners</td><td>10</td></tr> <tr><td>Hogs (Feeders)</td><td>2</td></tr> <tr><td>Laying Hens (whole year)</td><td>25</td></tr> <tr><td>Broiler Chickens</td><td>25</td></tr> <tr><td>Turkey Broilers (5 kg)</td><td>25</td></tr> <tr><td>Mink (female including young)</td><td>10</td></tr> <tr><td>Rabbits (female including young)</td><td>20</td></tr> <tr><td>Llamas/Alpacas</td><td>1</td></tr> <tr><td>Ostriches/Emus</td><td>1</td></tr> </table>	Sheep	4	Sows (Breeding/Gestation)	2	Sows (Farrow to Finish)	1	Sows (Farrow to Wean)	2	Weaners	10	Hogs (Feeders)	2	Laying Hens (whole year)	25	Broiler Chickens	25	Turkey Broilers (5 kg)	25	Mink (female including young)	10	Rabbits (female including young)	20	Llamas/Alpacas	1	Ostriches/Emus	1
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	<p>Non-Intensive Livestock 18.6 No building or structure housing a non-intensive livestock operation on a lot greater than one (1) acre shall be located within: (a) 50 ft (15.24 m) of an adjoining property in the Growth Centre, Village or Hamlet designations; (b) 40 ft (12.19 m) of an adjoining property in a resource designation; (c) 40 ft (12.19 m) of a public street or private road; and</p>		<p>Non-Intensive Livestock X.X No building or structure housing a non-intensive livestock operation on a property greater than one (1) acre shall be located within: (a) 50 ft (15.24 m) of an abutting property in the Growth Centres, Hamlets, community of Brooklyn, Hantsport or Windsor; (b) 40 ft (12.19 m) of a lot line in the rest of the Region; and (c) 100 ft (30.48 m) of a water well or watercourse.</p> <p>X.X Manure storage for a non-intensive livestock operation on a</p>																										

	<p>(d) 100 ft (30.48 m) of a water well or watercourse</p> <p>18.7 Manure storage for a non-intensive livestock operation on a lot greater than one (1) acre shall not be located within:</p> <p>(a) 100 ft (30.48 m) of an adjoining residential, commercial or institutional property unless contained in a concrete or wooden enclosure a minimum of 5 ft (1.52 m) in height and built on a concrete pad, in which case the separation distance may be reduced to 50 ft (15.24 m);</p> <p>(b) 40 ft (12.19 m) of an adjoining resource property; and</p> <p>(c) 100 ft (30.48 m) of a water well or watercourse.</p>		<p>property greater than one (1) acre shall not be located within:</p> <p>(a) 100 ft (30.48 m) of an abutting property containing a residential, commercial or institutional use unless contained in a concrete or wooden enclosure a minimum of 5 ft (1.52 m) in height and built on a concrete pad, in which case the separation distance may be reduced to 50 ft (15.24 m);</p> <p>(b) 40 ft (12.19 m) of an abutting resource use; and</p> <p>(c) 100 ft (30.48 m) of a water well or watercourse.</p>
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