



West Hants
something inspiring awaits

**WEST HANTS REGIONAL MUNICIPALITY
Planning and Heritage Advisory Committee (PAC/HAC) Agenda
November 8, 2021 – 6:00pm
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 and Attendance**
- 2.0 Approval of Agenda and Additions**
- 3.0 Declaration of Conflict of Interest**
- 4.0 Approval of Minutes**
- 5.0 Questions Arising from PIMs**
- 5.1 File # 21-15 65 Fort Edward St., Windsor PID 45059797; Request to amend the designation from Community Use to Residential and the Zone from Open Space (OS) to Two Unit Residential (R-2)
- 6.0 Business Arising from the Minutes**
- 6.1 Update: File # 21-09 Payzant Drive, PIDs 45358314, 45366986, 45055167, 45276441, 45190493 and 45364775 Windsor LUB Amendment (Sara Poirier)
- 6.2 Update: File # 21-12 West Hants LUB Amendments: Hwy 14, Vaughan PID 45288750 (Sara Poirier)
- 6.3 Update: Civic Addressing By-law Amendment (Madelyn LeMay)
- 6.4 Update: File # 21-11 Windsor LUB Amendments: Farm Markets in the Fairground (FG) Zone (Madelyn LeMay)
- 6.5 Update: CDDI By-law (Sara Poirier)
- 7.0 Building and Development Activity Reports (October)**
- 8.0 New Business**
- 8.1 File # 20-25 Fairfield Court Development Agreement (Alex Dunphy)
- 8.2 File # 21-04 College Road MPS and LUB Amendments (Sara Poirier)

8.3 File # 21-14 O'Brien Street Development Agreement and Discharge (Sara Poirier)

9.0 Notices from Adjacent Municipal Units

10.0 Questions and Comments from the Public

11.0 Adjournment



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Alex Dunphy, Planner

Date: November 8th, 2021

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

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

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

...that PAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a one storey residential building containing three dwelling units at PID 45383742 on Fairfield Court, Windsor, in a manner substantively the same as the draft set out in Attachment C to the report #20-25 to the Planning and Heritage Advisory Committee dated November 8, 2021.

BACKGROUND

An application was received from David Howell on April 30th, 2021. The application was made to permit a one-storey triplex through development agreement at the property listed as PID 45383742, Fairfield Court, Windsor.

The property is just over 16 000 sq ft (0.14 acres) in area and is currently vacant.

Previous Uses

The property was rezoned from Two Unit Residential (R-2) to General Commercial (GC) in 2009 by the Town of Windsor after receiving an application from Brison Development Ltd. The application was to rezone the front portion of the larger lot along Payzant Drive to General Commercial (GC) to permit a variety of commercial uses. The application was approved and four lots along Payzant Drive are now zoned General Commercial (GC). Two of these lots have been developed as the Windsor Physiotherapy Clinic and the Windsor Vision Centre. The other two, including the subject lot, remain vacant.

DISCUSSION

As noted above, the property is zoned General Commercial (GC) and also falls within the Environmental Constraints Area on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 1). Permitted uses in this zone consist of a variety of commercial uses, as well as existing residential uses and residential uses located above commercial uses.

The property is designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 2). This designation displays the intention for residential development on the property, which matches the proposed development.

The property is located within the Environmental Constraints Area, which is dykeland designated under the *Agricultural Marshland Conservation Act*. New main buildings or accessory buildings larger than 800 sq ft in total floor area for a use permitted in the underlying zone require an environmental study (Policy 12.0.2). The property has also been identified as marshland, specifically within the Tregothic Marsh. The *Windsor Dykelands Background Report* (2001) specifies the property as part of the properties exempted by the Province from the requirements of Section 41 of the *Agricultural Marshland Conservation Act*. Exemption from Section 41 of the Act means that the owner does not have to apply for permission from the Marsh Body to allow construction.

The applicant requested permission from Council to rezone the lot to allow development of a single storey building consisting of three (3) dwelling units. Policies in the WMPS prohibit rezoning to the Medium Density Residential (R-3) (Policy 5.3.3) and High Density Residential (R-4) (Policy 5.4.3), which both permit this use. Although the rezoning is not possible, the application can be considered by development agreement pursuant to Policy 5.4.6.

Development Agreements

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

specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

The draft development agreement can be found in Attachment C.

Surrounding Neighbourhood

The subject lot directly abuts lots zoned General Commercial (GC) to the north, Two Unit Residential (R-2) to the east, Institutional (I) to the south, and Agriculture (AG) to the west.

Table 1: Use Abutting Subject Lot by Direction

North	Windsor Physiotherapy Clinic and the Windsor Vision Centre are zoned General Commercial (GC).
East	Single unit dwellings and two-unit dwellings all zoned Two Unit Residential (R-2).
South	The Hants County Community Hospital property is zoned Institutional (I).
West	A vacant lot zoned Agriculture (AG) is adjacent to the subject lot on the west side of Payzant Drive.

Proposed Uses

The property owner is proposing a new single storey residential building with three (3) dwelling units on the currently vacant lot.

Payzant Drive is a major collector road from the corner of Wentworth Road to Underwood Drive as shown on the Transportation Map (Map 2) of the WMPS. Fairfield Court is not shown on the Transportation Map but would meet the description of a local road in the WLUB. The Municipal Traffic Authority stated they had no concerns in regard to the movement of auto, rail and pedestrian traffic as long as the driveways enter Fairfield Court and not Payzant Drive.

The Development Officer has no concerns about the proposed three (3) unit single storey dwellings being able to locate in this area providing that the driveway access to the property is a minimum of fifty (50) feet from the intersection of Fairfield Court and Payzant Drive, the development is built according to the recommendations in the Environment Assessment, and the required parking and open space is provided.

DOCUMENT REVIEW

Land Use By-law

Section 6.1 of the WLUB allows multiple unit residential developments consisting of three (3) or more units in a Residential designation to be considered by development agreement in accordance with MPS policy 5.4.6.

Municipal Planning Strategy

The specific criteria related to this proposal to be considered by Council are contained in Policy 5.4.6.

Policy 5.4.6 establishes criteria which applies to specifically new multiple unit residential development consisting of three or more units. The criteria are examined in further detail in Attachment A. The proposal meets the criteria since:

- The proposal meets the High Density Residential (R-4) zone standards;
- The proposal is compatible with the residential character of the area; and
- The proposal meets the general provisions of policy 16.3.1 of the WMPS.

Policy 16.3.1 establishes the general criteria that all development agreements and amendments. The criteria are examined in further detail in Attachment A. The proposal meets the criteria since:

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

Municipal Climate Change Action Plan

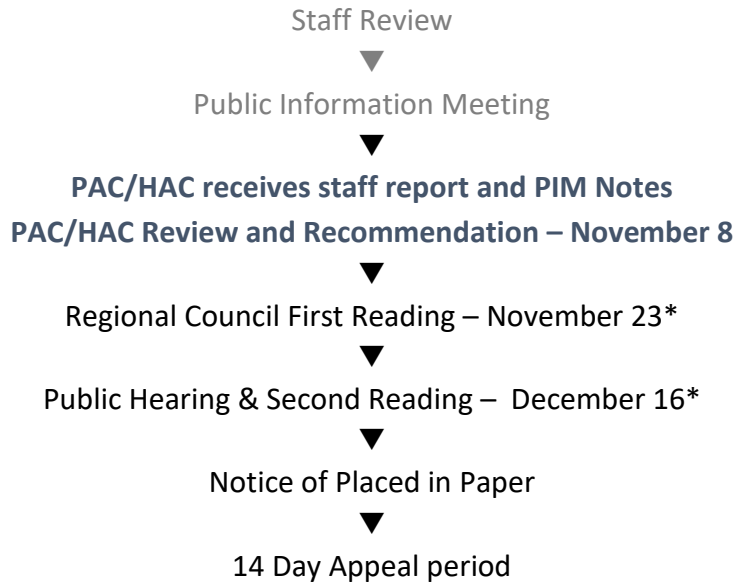
The *Simulated Flooding Extent for Observed 1997 Storm Surge (8.6 m O.D.)* of the *Windsor Municipal Climate Change Action Plan (MCCAP)* does not indicate that there will be any effect of inland flooding on this lot. The map describes the most likely scenario that the community of Windsor will face,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

Another scenario described in the MCCAP is a worst-case scenario where the high-water mark would reach an elevation of 9.4 m, due to a 100-year storm. This scenario is shown as the *Simulated Flooding Extent for Probable Maximum Flood due to Climate Change* map. On this map, the subject lot is shown to experience flooding, as along with a significant portion of the properties in Windsor. This property is within the boundary of the Tregothic Marsh and the Environmental Constraints overlay. As previously discussed, the developer will be required to provide the Development Officer an environmental study which identifies constraints to construction at the site prior to the issuance of a development permit.

NEXT STEPS

The proposed development agreement has been considered based on both the specific and general policies of the WMPS and has proven consistent with the intent, objectives, and policies of WMPS. As a result, it is reasonable to consider entering into the development agreement to permit a one storey, residential building with three (3) dwelling units at Fairfield Court, Windsor (PID 45383742).

Process



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to the application, PAC/HAC may:

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

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Environmental Constraints Map Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Figure 1 – Windsor GFLUM Extract

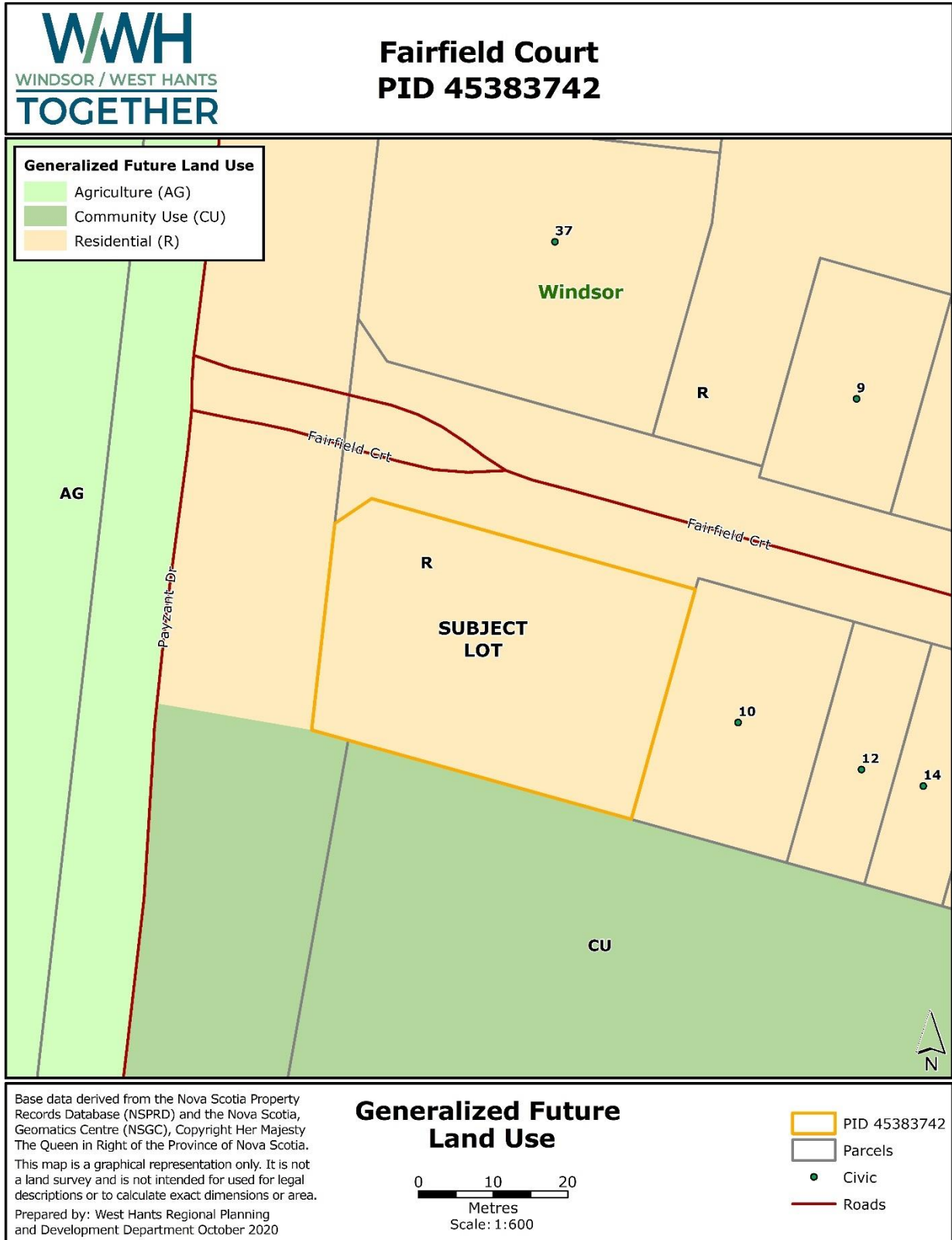


Figure 2 – Windsor Zoning Map Extract

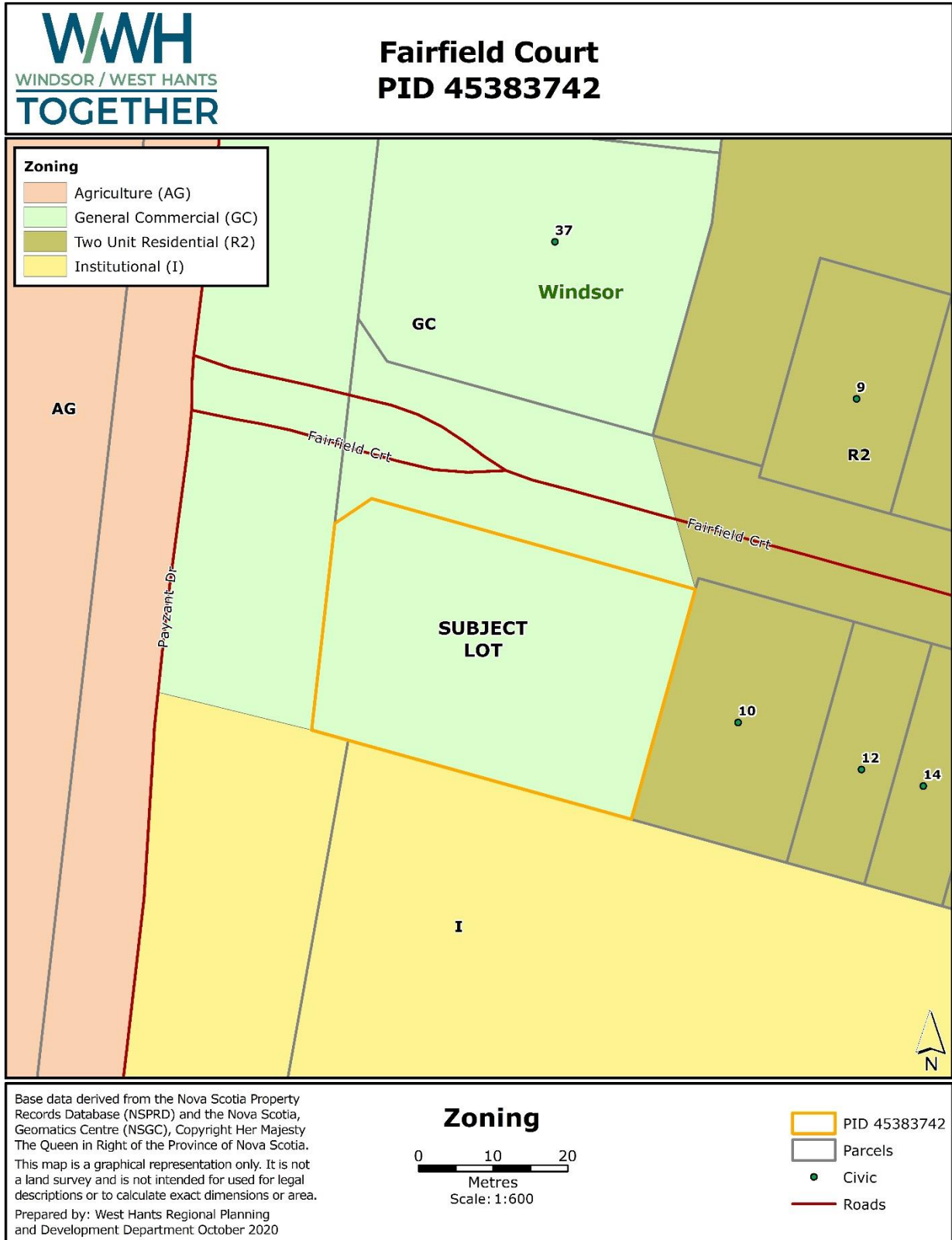
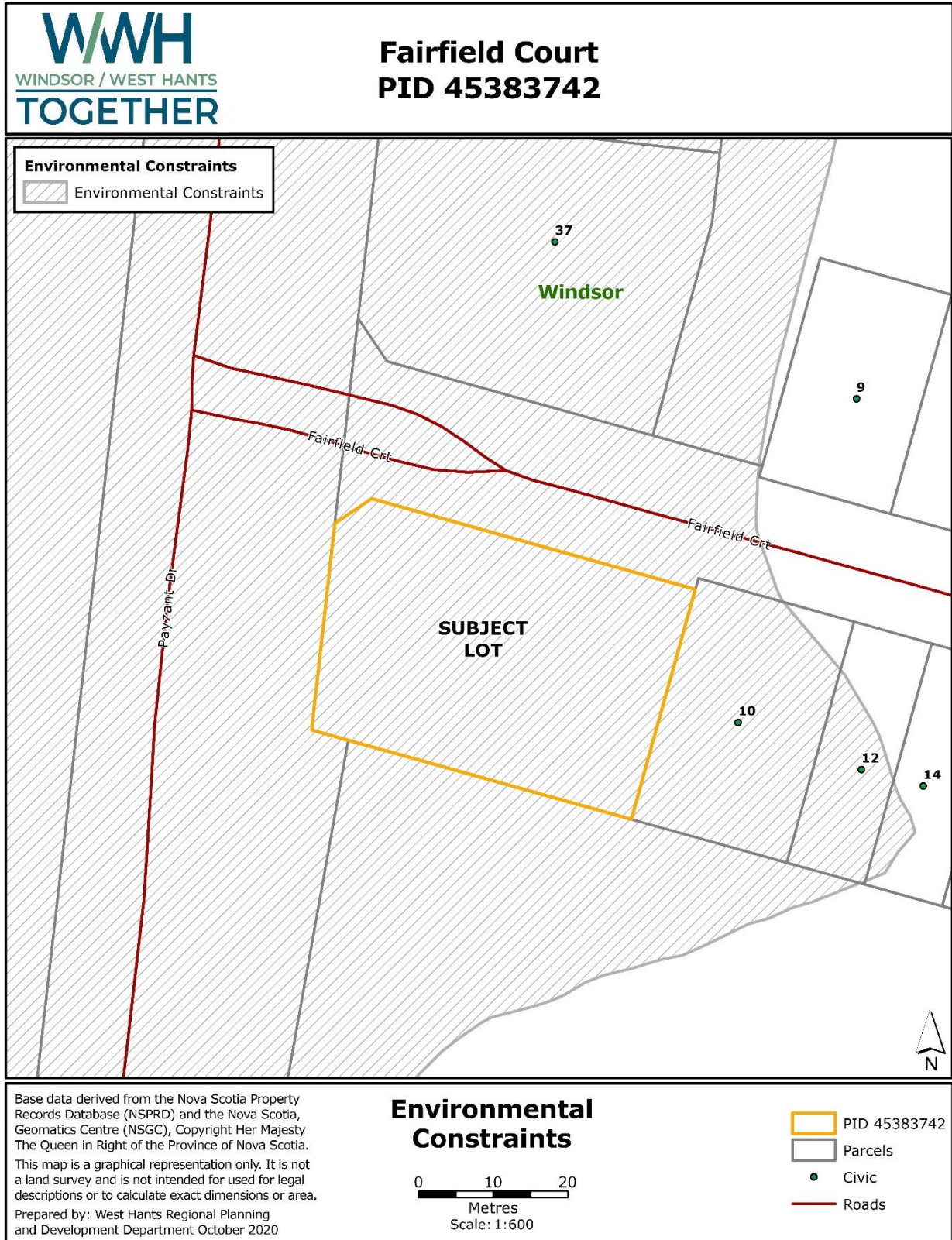


Figure 3 – Windsor Environmental Constraints Map Extract



Attachment A – Policy Summary for Development Agreement

<p>Policy 5.4.6 <i>It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:</i></p>	
<p><i>(a) the proposed use meets one of the following:</i></p>	
<p><i>(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or</i></p>	<p>The development is generally consistent with the High Density Residential (R-4) zone standards, with exception that the front and rear yard setbacks have been reduced to accommodate for the higher density in a single storey building.</p>
<p><i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i></p>	<p>Not applicable</p>
<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The development will be compatible with adjacent land uses. The proposal is intended to match the height and exterior appearance of surrounding one and two unit dwellings, while only slightly increasing density.</p>
<p><i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i></p>	<p>The Municipal Traffic Authority commented that the development is compatible and there are no concerns regarding traffic generation.</p>
<p><i>(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;</i></p>	<p>The development will have a relatively low impact on the neighbouring properties. The development agreement will permit fences, subject to the WLUB requirements for fences in residential zones. Landscaping is not required as the proposal is compatible with the surrounding land uses.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The development agreement includes parking requirements in accordance with section 5.25 of the WLUB.</p>
<p><i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the</i></p>	<p>The recreational space provided by the rear yard, which meets the requirements</p>

<i>development; for conversion of existing buildings, nearby public parks may be deemed sufficient;</i>	of the High Density Residential (R-4) zone will be sufficient for the proposed units.
<i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i>	Not applicable
<i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i>	Not applicable as the lot is not within Architectural Control District.
<i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i>	Not applicable
<i>(j) any other matter which may be addressed in a development agreement; and</i>	All necessary matters have been addressed.
<i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below

Policy 16.3.1	
<i>In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:</i>	
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works commented that the property has access to adequate water and sewer services for the proposed use.
<i>(ii) the adequacy of school facilities;</i>	
<i>(iii) the adequacy of fire protection;</i>	The local Fire Chief and Manager of Building and Fire Inspection Services have stated that there is adequate fire protection for the building.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Fairfield Court is not shown on the Transportation Map because it was developed following the creation of the map. Fairfield Court meets the description of a local road in the WLUB and the Traffic Authority has no concerns regarding the adequacy of road networks leading to the development.

<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority commented that they do not have any concerns regarding movement, provided the driveway enters Fairfield Court.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the lot has adequate area and frontage for the proposed use. There are no further concerns about the intended use providing parking, access, and recreational space.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The lot is designated Residential and is intended to be developed in a manner similar to the proposal. The Development Officer has no concerns about the pattern of the development.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i></p>	<p>The lot appears to be flat and dry, there were no concerns recorded during the site visit.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment B – Draft Development Agreement



West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202_.

BETWEEN:

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

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

GATEWAY INVESTMENTS INCORPORATED, a body corporate, with a head office at 258 King Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Fairfield Court, PID 45383742, hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned General Commercial (GC) on the Zoning Map of the Windsor Land Use By-law and is in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit a single storey residential building containing three (3) dwelling units on the Property (the “Development”); and

WHEREAS Policy 5.4.6 of the Municipal Planning Strategy and Section 6.1 (b) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development consisting of three or more units in the Residential designation; and

WHEREAS the Council of the Municipality, at a meeting held on **(DATE)**, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

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

(b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;

(c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a single storey residential building containing three (3) dwelling units.

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

2.2 Development Location and Design

The development location and design shall be generally consistent with the layout shown on Schedule B.

2.3 Site Requirements

- (a) The residential building shall conform to the following site requirements:

Minimum Lot Area		3,000 ft ² (278.70 m ²) for each dwelling unit
Minimum Lot Frontage		100 ft (30.48 m)
Minimum Front Yard		25 ft (7.62 m)
Minimum Rear Yard		25 ft (7.62 m)
Minimum Side Yard	Payzant Drive side	15 ft (4.57 m)
	Other side	5 ft (1.52 m)
Maximum Height of Main Building		35 ft (10.67 m)
Maximum Height of Accessory Building		15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Windsor Land Use By-law, *Accessory Buildings and Structures*.
- (c) Fences shall be permitted on the Property provided that:

- (i) the Owner gets a development permit for the fence;
- (ii) opaque fences in a required front yard shall not exceed a height of 3 ft (0.91 m);
- (iii) no fence in a rear or side yard shall exceed a height of 8 ft (2.44 m);
- (iv) a fence must conform to Section 5.41 of the Windsor Land Use By-law, *Visibility at Street Intersections*; and
- (v) no permanent fence, or part thereof, shall be constructed of sheet metal, corrugated fibreglass or metal panels, chicken wire, snow fencing or rubber tires.

2.4 Access and Egress

- (a) The Property is limited to a maximum of two (2) driveways onto Fairfield Court.
- (b) The driveway(s) must:
 - (i) provide access/egress from Fairfield Court, and
 - (ii) the nearest edge of each driveway must be constructed at least 50 ft (15.24 m) from the closest point of the intersection of Fairfield Court and Payzant Drive.

2.5 Parking

The Owner shall provide a minimum of 1.5 parking spaces per dwelling unit for a total of 5 parking spaces on the Property, each a minimum of 10 by 20 feet exclusive of driveways and manoeuvring aisles. Parking shall be located approximately as shown in Schedule B. The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Windsor Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to minimize light spilling, glare or light cast over neighbouring properties or the street.

2.7 Maintenance

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

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

2.8 Servicing

(a) Waste Collection

The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Fairfield Court as shown in Schedule B.

(b) Water and Sewer Services

The development must connect to Municipal Water and Sewer service.

(c) Environmental Study

- (i) In accordance with Policy 12.0.2 of the Windsor Municipal Planning Strategy, prior to a development permit being issued for development on the Property, the Owner shall submit an environmental study conducted by a qualified person which identifies constraints to construction at the site. Without limiting the generality of the foregoing, the study will describe the susceptibility to flooding, drainage problems, and the bearing capacity and suitability for construction of soils at the site, and will identify suitable construction methods, including flood proofing measures, to overcome the constraints which are found to exist at the site.
- (ii) In accordance with Section 27.3 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with an environmental study required in Section 2.8 (c)(i) in this development agreement, any future alterations or additions shall also follow the construction methods set out in the environmental study.

2.9 Variance

In accordance with Section 5.40 of the Windsor Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum site requirements established in 2.3 (a);

- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matter is a substantive matter:
- (a) the uses permitted on the Property as listed in Section 2.1 of this agreement, *Use*.
- 3.4** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.6** Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

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

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal,

Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

The Owner shall pay all costs associated with registering this Agreement and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 258 King Street P.O. Box 2018 Windsor, NS, CA B0N 2T0, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants

Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED) **WEST HANTS REGIONAL**
In the presence of:) **MUNICIPALITY**

)
)
)
)
)
)
)

) Per:

Witness

)
)

Abraham Zebian, Mayor

) Per:

Witness

)
)
)
)
)
)
)
)

Deanna Snair, Municipal Clerk

Incorporated

) **Gateway Investments**

)
)
)

Per: _____

)

Witness

)

David Howell, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 202_, before me, the
subscriber, personally came and appeared
, a subscribing witness to the foregoing Indenture, who, having been by me
duly sworn, made oath and said that **WEST HANTS REGIONAL
MUNICIPALITY**, one of the parties thereto, caused the same to be
executed in its name and on its behalf and its corporate seal to be thereunto
affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 202_, before me, the
subscriber, personally came and appeared
, a subscribing witness to the foregoing Indenture, who, having been by me
duly sworn, made oath and said that, one of the parties thereto, signed,
sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY**

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

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

Sworn before me at _____, Nova Scotia,
this _____, 20__.

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

Deanna Snair, Clerk

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

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

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, David Howell, Nova Scotia, make oath and say that:

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

I certify that on this _____, 20__ the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

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

DAVID HOWELL

Schedule A
Legal Description – PID 45383742

Registration County: HANTS COUNTY
Street/Place Name: PAYZANT DRIVE /WINDSOR
Title of Plan: PLAN OF SURVEY OF LOT C-1 TO C4 INC, BEING A S/D OF LOT
2-W-1, LANDS OF BRISON DEVEL LTD, PAYZANT DR, WINDSOR
Designation of Parcel on Plan: LOT C-1
Registration Number of Plan: 97677786
Registration Date of Plan: 2011-01-31 11:40:07

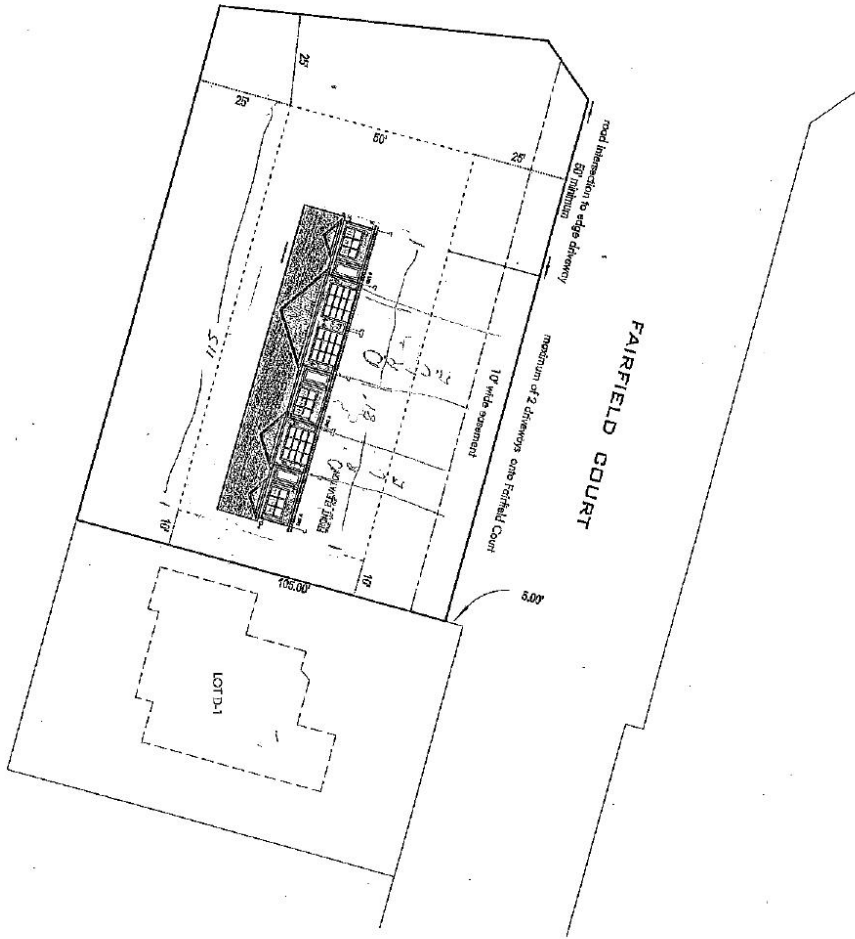
*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: HANTS COUNTY
Registration Year: 2011
Plan or Document Number: 97677786

**Schedule B
Site Plan**

PAYZANT DRIVE



GRID NORTH

Attachment C – Public Information Meeting Notes

Public Information Meeting Notes
October 14, 2021- October 29, 2021
File 21-08A
Fairfield Court PID # 45383742

Meeting date and time	A public information meeting was held on October 14, 2021 beginning at 6 p.m. The meeting was broadcast live on the Municipal Facebook page.
File Number	20-25
Attending	<p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Jim Ivey, PIM Chair <p>Five (5) Staff Members:</p> <ul style="list-style-type: none"> • Madelyn LeMay, Director, Planning and Development • Sara Poirier, Senior Planner • Alex Dunphy, Planner • Vanessa Lake, Meeting Secretary • Mark Phillips, CAO <p>Applicant:</p> <ul style="list-style-type: none"> • David Howell • Chrystal Fuller <p>As this meeting was held virtually there were no members of the public present.</p>
Applicant David Howell Gateway Investments Incorporated David Howell (President)	<p>Mr. Dunphy outlined the application for a development agreement to permit a one storey, three unit residential dwelling, PID 45383742.</p> <p>A presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The presentation portion of the PIM ended at approximately 6:15 p.m



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-08

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

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider amending the text and the map of the Windsor Municipal Planning Strategy and the map of the Windsor Land Use By-law to include PID 45336203 on College Road in the College Road Comprehensive Development District designation and zone in a manner substantively the same as the draft set out in Figure 3, Figure 4 and Attachment A of the report to the Planning and Heritage Advisory Committee report #21-04 dated November 8, 2021.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received on September 23, 2021 from Krista Beeler, Administrator, and Ed Sherman, Director of Infrastructure and Environmental Services, at Dykeland Lodge on behalf of the Hants County Residence for Senior Citizens. The application was to consider permitting a variety of uses including affordable and senior housing, long term care, assisted living, independent living, commercial space and a community centre on the property at PID 45336203 on College Road. The lot is currently vacant and is owned by Hants County Residence for Senior Citizens.

The subject lot is zoned Two Unit Residential (R-2) and within the Residential designation. The lot is approximately 24.7 acres in size.

DISCUSSION

The subject lot is located on College Road in Windsor. The lot is currently designated Residential on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor.

The subject lot is zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). The proposed long term care facility, affordable housing, commercial space and a community centre uses are not permitted in the Two Unit Residential (R-2) zone.

The subject lot directly abuts properties with a variety of different zoning and designations. The designation of the properties abutting the subject lot include Residential, Agriculture and College Road Comprehensive Development District and the zoning of these abutting lots are Single Unit Residential (R-1), Two Unit Residential (R-2), Agriculture (AG) and College Road Comprehensive Development District (CR-CDD).

Former Windsor Municipal Planning Strategy

The former Windsor Municipal Planning Strategy (1991) designated all of the north side of College Road, from the Gladys Manning Memorial Property to Lake Pesaquid and extending to Lebreau Creek, as the College Road Comprehensive Development District. It stated that *“The nature and status of the remaining developable lands at College Road are such that they require a method of land use control that defines in rather precise terms the number, nature, phasing and location of structures and uses from an uncharacteristically broad classification of uses, and provides for a comprehensive statement of the developers intentions prior to any structure or use being established. The concerns and conditions are best satisfied by the adoption of policy to establish a Comprehensive Development District (CDD) at these properties, and to allow development of all or part of the CDD by agreement.”* During the previous plan review in 2005,

Council determined that only the Gladys Manning Property on College Road would be designated and zoned as the College Road Comprehensive Development District (CR-CDD) because no other development had been proposed or completed within the CR-CDD since its creation. Development within the CR-CDD is limited to “residential, institutional or recreational development and other limited services and uses in support of this development” by development agreement, which restricted the development permitted on abutting agricultural lots.

Staff recommend amending the designation and zoning of PID 45336203 on College Road to the College Road Comprehensive Development District (CR-CDD) as it abuts the Gladys Manning Property which is designated and zoned CR-CDD, the current proposal for the site aligns with the intent of the CR-CDD policies, and the subject lot is approximately 24.7 acres in size which is sufficient to accommodate a comprehensively designed development.

Windsor Municipal Planning Strategy

There is no specific policy that allows Council to consider expanding the CR-CDD however Policy 16.1.1 (c) states that “it shall be the policy of Council to review and make amendments to this Strategy when Council deems it necessary because of a change in policy intentions or the development environment.” This application reflects changes in the development environment in that the need for housing has increased, especially for affordable and senior housing, long term care, and assisted living.

Section 219 (1) of the *Municipal Government Act* states that where a council adopts a municipal planning strategy amendment that contains policies about regulating land use and development, the council shall, at the same time, adopt a land-use by-law amendment that shall enable the policies to be carried out. This allows both the amendment to the text and map of the Municipal Planning Strategy and the map of the Land Use By-law to happen concurrently.

Proposed amendments to the text and map of the Windsor Municipal Planning Strategy can be found in Attachment A and Figure 3. The proposed amendment to the Windsor Land Use By-law map is located in Figure 4.

Text Amendment

Proposed amendments to the text of the Windsor Municipal Planning Strategy would align the text of the WMPS with the proposed map amendment. The text amendments will update some of the background information for the CR-CDD and designate the subject lot owned by the Hants County Residence for Senior Citizens CR-CDD on the Generalize Future Land Use Map (Attachment A).

Map Amendment

The subject lot is currently designated Residential on the Generalized Future Land Use Map (Figure 1). The proposed amendment is to designate the property within the CR-CDD (Figure 3).

Windsor Land Use By-law

The College Road Comprehensive Development District (CR-CDD) zone does not permit any uses as-of-right. The only development permitted in the CR-CDD must be done by development agreement and can include a mixture of residential, institutional or recreational development with or without convenience and specialty stores, medical offices, personal service shops, and other similar limited services and uses in support of the primary development.

No text amendment to the Windsor Land Use By-law is being proposed as part of this application. The applicant will be applying to have Council consider the proposed development of the subject lot by development agreement if this initial application to amend the WMPS and WLUB is approved by Council.

Map Amendment

The subject lot is currently zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law (Figure 2). The proposed amendment is to rezone the property to the College Road Comprehensive Development District zone (Figure 4).

WMPS Specific Criteria

There are no specific criteria for this amendment.

WMPS General Criteria

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

- the proposal is not premature or inappropriate for the area;
- the subject lot is adequate in terms of the dimensions and shape; and
- the proposal is not anticipated to significantly change the pattern of development in the area.

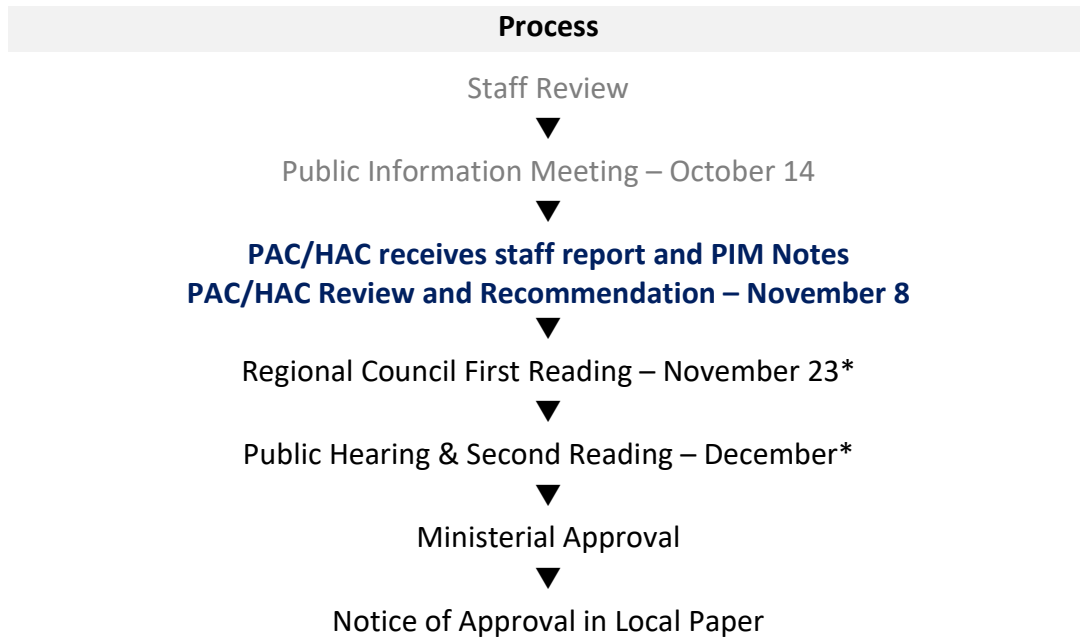
MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) highlights two simulated flooding scenarios. The first scenario is based on a storm surge that occurred in 1997, which shows the expected damage is to occur along the coastline. The second scenario shows the simulated flooding extent for probable maximum flood due to climate change. Under this scenario most of the community of Windsor will experience extensive flooding. The subject lot in this application does not appear to be affected under this scenario, however College Road itself may experience flooding. The Public Works Department will be requested to comment on this during the development agreement process.

NEXT STEPS

As noted above, the proposed amendments have been considered within the context of the general policies of the WMPS and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to amend the text and the map of the WMPS and the

map of the WLUB to include PID 45336203 on College Road in the College Road Comprehensive Development District designation and zone.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality with regard to amending the text and the map of the Windsor Municipal Planning Strategy and map of the Windsor Land Use By-law.

ALTERNATIVES

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

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

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Proposed GFLUM Amendment Extract
Figure 4	Windsor Proposed Zoning Amendment Extract

- Attachment A Draft Amendments to the Windsor Municipal Planning Strategy
- Attachment B General Criteria for Amendment
- Attachment C Public Information Meeting Notes

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract

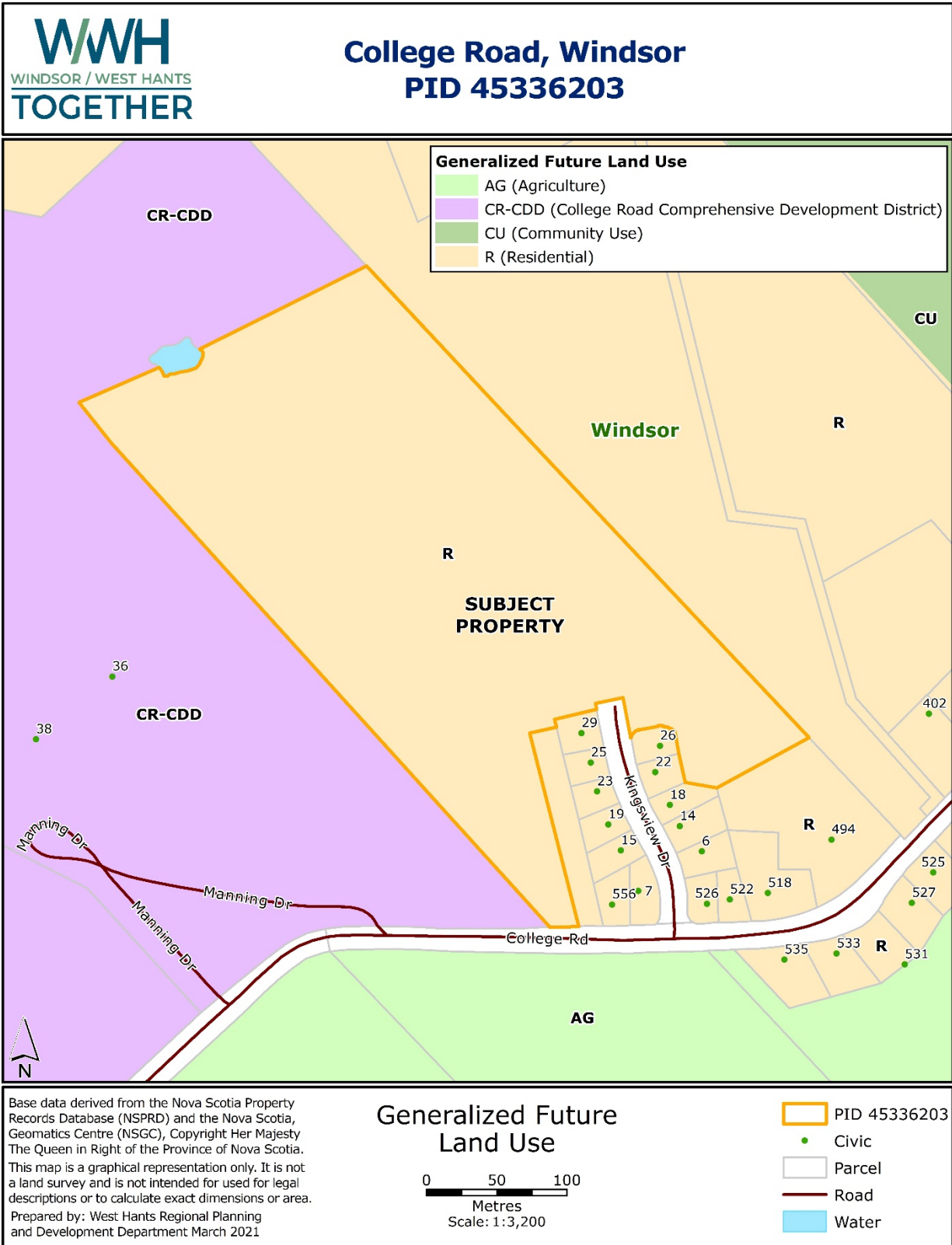


Figure 2
Windsor Zoning Map Extract

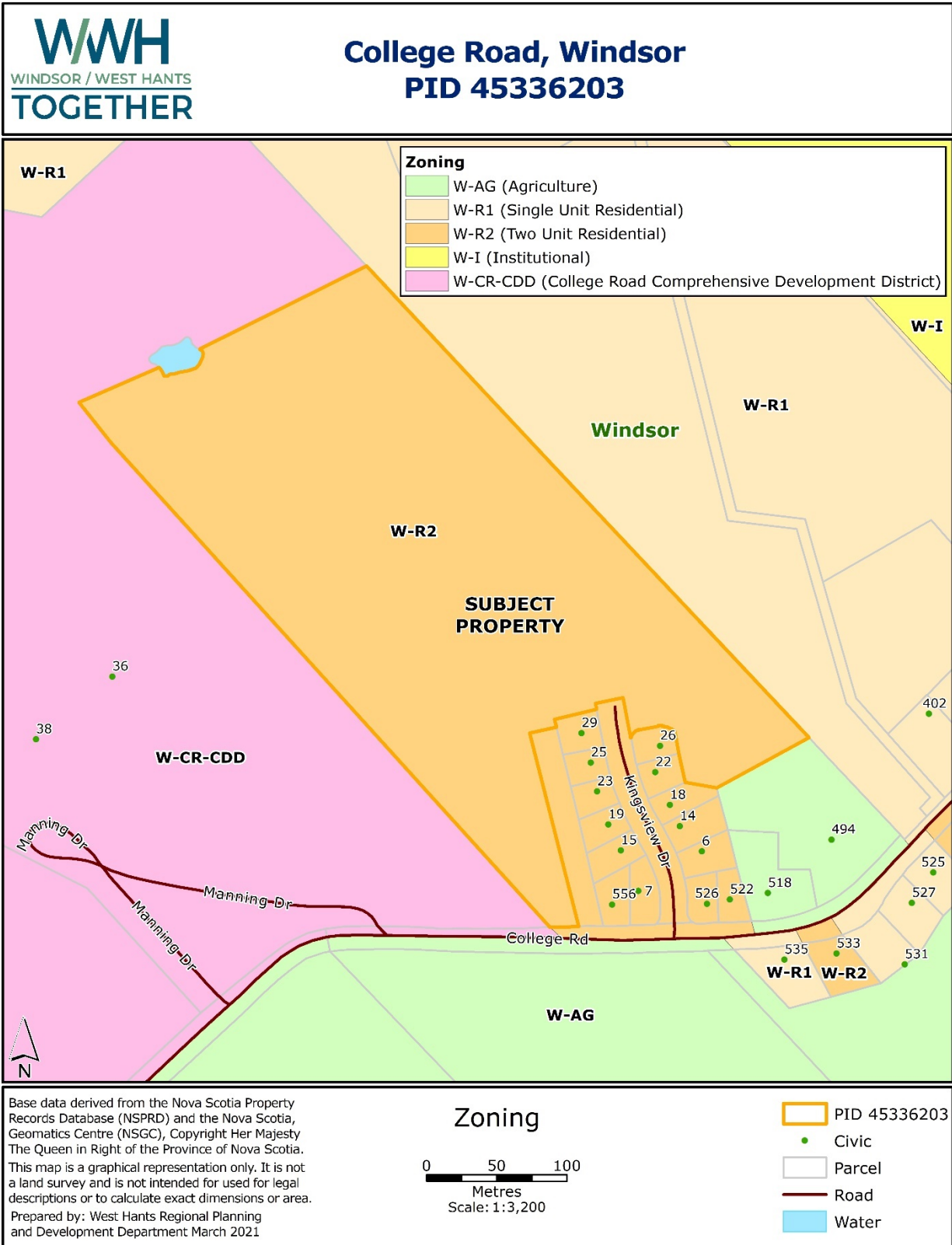


Figure 3
Windsor Proposed GFLUM Amendment Extract

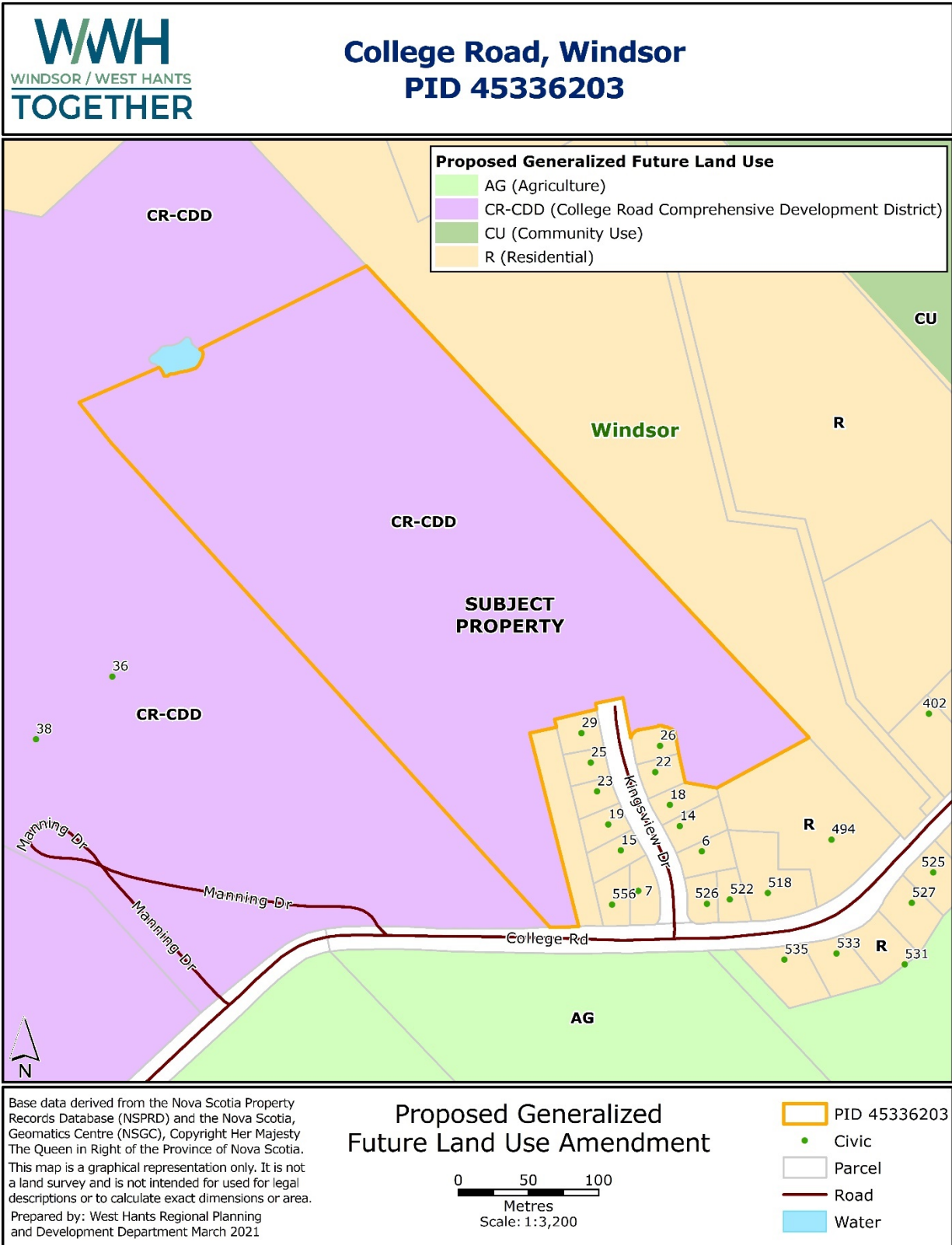
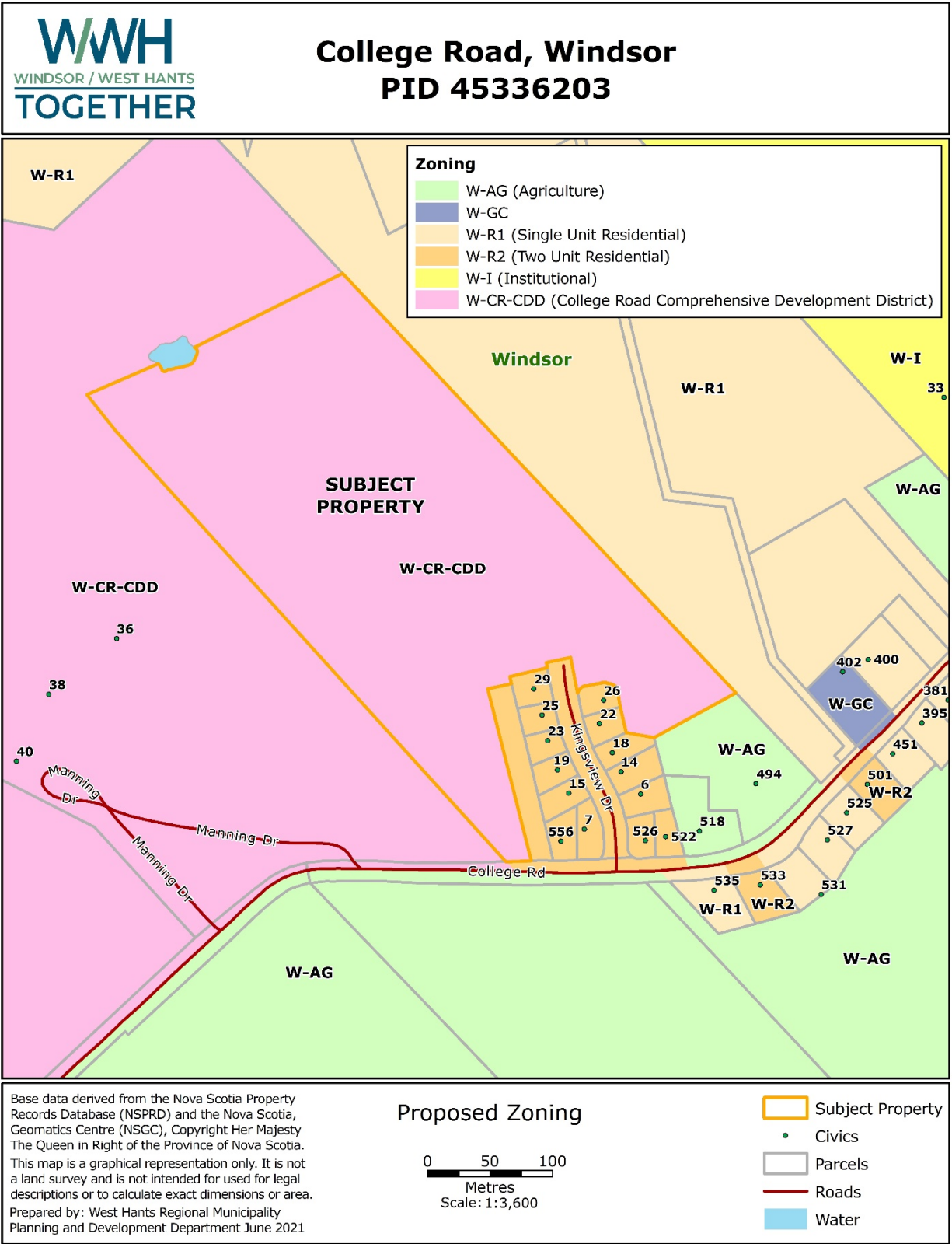


Figure 4
Windsor Proposed Zoning Map Extract



Attachment A

Draft Amendments to the Windsor Municipal Planning Strategy

Text amendments to the Windsor Municipal Planning Strategy to include the property at PID 45336203 on College Road in the College Road Comprehensive Development District (CR-CDD) designation.

[Blue text = Amendments to the WMPS]

5.0 RESIDENTIAL

5.7 College Road Comprehensive Development District

College Road is a dead-end street which currently serves agricultural land, a Provincial Heritage Property known as [Richmond Hill Farm owned by Heritage Trust of Nova Scotia](#), the Gladys M. Manning Retirement Community, [the Dykeland Lodge property](#), Howard Dill Enterprises, Kings-Edgehill School, the Gordon Hughes Tennis Club-Windsor, and a number of residential uses.

Under the previous Municipal Planning Strategy, a Comprehensive Development District (CDD) was applied to all properties on the north side of College Road from the Gladys Manning Retirement Community west to the [Town Windsor](#) limits at Lebreau Creek. Council wished to see a cohesive approach to development of this land including a phasing plan and a comprehensive statement of the developers' intentions prior to any structure or use being established. The intent was that development in the CDD would consist of mixed uses including major residential, institutional or recreational development, and other limited services and uses in support of these major uses. Development would proceed only by development agreement. In establishing the CDD, Council wanted to be able to exert particular control over the development of properties with specific environmental and topographic constraints that could present servicing and development problems. Council also wished for more flexibility in providing for a broader mix of land uses.

Although Phases 1, 2 and 3 of the Gladys Manning Retirement Community were built under this policy, no other new development proceeded during the 12 years since the CDD was created. In fact, the limitations of the CDD may have affected agricultural development on some of the existing farms in the area. In addition, some of the CDD fell under new provincial legislation which limits development on agricultural dykeland.

Council feels the CDD may be somewhat redundant given that this Strategy establishes new policies to allow for mixed development by development agreement. In addition an Environmental Constraints designation (see Section 12), which applies to dykeland and other areas with topographic or environmental hazards, provides more control over the development of these areas. As a result, Council wishes to limit the CDD to the Gladys Manning property, which has already been partially developed under this policy, [and the Dykeland Lodge property](#).

Matters that Council shall consider prior to the approval of an agreement include compatibility of uses and structures, servicing requirements, vehicle and pedestrian traffic, environmental suitability of the site, financial capability of the [Town Municipality](#) to absorb any costs relating to the development, and timeliness of the development.

Policy 5.7.1

It shall be the policy of Council to establish the College Road Comprehensive Development District (College Road CDD) which allows residential, institutional or recreational development and other limited services and uses in support of this development. As-of-right development shall not be permitted.

Policy 5.7.2

It shall be the policy of Council to designate the Gladys Manning Retirement Community property [and the Dykeland Lodge property](#) as College Road CDD as shown on the Generalized Future Land Use Map (Map 1).

Attachment B
General Criteria for Amendment

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

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	As this is a text and map amendment to the Windsor Municipal Planning Strategy and map amendment to the Windsor Land Use By-law most of the criteria are not applicable as no uses are permitted as-of-right in the College Road Comprehensive Development District (CR-CDD). Any proposed development on site would have to go through the development agreement process at which time staff would evaluate the specific application against the criteria.
<i>(ii) the adequacy of school facilities;</i>	Not applicable.
<i>(iii) the adequacy of fire protection;</i>	Not applicable.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Not applicable.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	Not applicable.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Not applicable.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The subject lot is approximately 24.7 acres in size which is adequate to provide some or all of the uses permitted by development agreement in the College Road Comprehensive Development District.
<i>(d) the pattern of development which the proposal might create;</i>	This proposal is not anticipated to significantly change the pattern of development in the area. The abutting Gladys Manning property is currently designated College Road Comprehensive

	Development District which has been developed as per development agreement originally entered into in 1991 and amended in 2005.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i>	<p>The subject lot is relatively flat along College Road and gradually gets steeper towards the north west end of the property. There are no evident concerns in terms of steepness of grade, soil or geological conditions.</p> <p>There is a water body at the rear property line.</p> <p>The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) shows that the subject lot does not appear to be affected under a simulated flooding extent for probable maximum flood due to climate change, however College Road itself may experience flooding.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p>
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial and Federal regulations will have to be met.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	There are no other relevant policies of this Strategy.

Attachment C
Public Information Meeting Notes
October 14 – October 29, 2021
File 21-04
College Road, Windsor PID 45336203

Meeting date and time	A virtual Public Information Meeting was held on October 14, 2021 beginning at 6:14 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips <p>Applicant:</p> <ul style="list-style-type: none"> • Krista Beeler, Administrator at Dykeland Lodge • John Bregante, Board Member of Dykeland Lodge <p>As this meeting was held virtually there were no members of the public present.</p>
<p>Applicant Krista Beeler and Ed Sherman at Dykeland Lodge on behalf of the Hants County Residence for Senior Citizens</p> <p>Property College Road, Windsor PID 45336203</p>	<p>Planner Poirier outlined the application to redesignate and rezone the lot at PID 45336203 on College Road from the Residential designation and Two Unit Residential (R-2) zone to the College Road Comprehensive Development District designation and zone.</p> <p>A formal presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The meeting was adjourned at 6:20 p.m.



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-08

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

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor, in a manner substantively the same as the draft set out in Attachment C to the report #21-14 to the Planning and Heritage Advisory Committee dated November 8, 2021, taking note that this development agreement will discharge and replace the development agreement recorded at the Registry of Deeds on April 9, 2010 as document 9561229.

...that PAC/HAC recommends that Council require that the development agreement with 3331814 Nova Scotia Limited be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received on September 1, 2021 from Chrystal Fuller from Brighter Community Planning & Consulting on behalf of the property owner Clark Wilkins. The application is to consider the development of:

- Two (2), four (4) storey, 56-unit apartment buildings;
- 122 parking spaces which include 80 underground parking spaces;
- up to 10,000 sq ft of commercial space on the ground floor of one building; and
- a minimum of 20,000 sq ft of outdoor amenity space.

A development agreement registered on the property in 2010 permitted two (2), four (4) storey residential buildings with a maximum of 66 residential units and ground floor commercial in one building to a maximum of 10,000 sq ft. The property owner has requested that development agreement be discharged as part of this application.

The subject lot is owned by 3331814 Nova Scotia Limited; Mr. Wilkins is the Director of that company.

DISCUSSION

The property is currently two separate vacant lots, PID 45055928 and 45055902, which are in the process of being subdivided/consolidated to end up with a lot configuration similar to the proposed parcel shown in Figures 1-3. The Development Officer has advised that the approximately 3 acre proposed subject lot will be known as PID 45055902.

The subject lot is located on O'Brien Street in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor. Mixed use, multiple unit buildings are not permitted as-of-right in the General Commercial (GC) or Highway Commercial (HC) zone.

The northern portion of the subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. The Windsor Dykeland's Background Report (2001) specifies that the subject lot, and approximately 40 percent of the properties within the Tregothic Marsh, have been exempted by the Province from the requirements of Section 41 of the Agricultural Marshland Conservation Act. The Agricultural Marshland Conservation Act (2001) protects marshland for agricultural purposes. Being exempt from this portion of the Act means

that the owner would not have to apply to the marsh body to allow any future construction within the designated area of the subject lot.

Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building. The property owner is not proposing any of the buildings to be constructed on the Environmental Constraints area of the subject lot, however if they were the buildings would have to meet Section 27.0 of the WLUB. This is also outlined in Section 2.11 (c), *Environmental Study*, of the draft development agreement.

The subject lot is currently undergoing remediation due to previous contamination on the site. More information on site remediation can be found in the report entitled "Land Use By-law Map Amendment: 543 O'Brien Street, Windsor; PID 45055928" to the Windsor Area Advisory Committee dated October 1, 2020. The property owner will be required to provide the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" prior to a development permit being issued for the site. This is outlined in Section 2.10, *Site Remediation*, of the draft development agreement.

The subject lot directly abuts properties designated Commercial, Community Use, and Residential, and zoned General Commercial (GC), Highway Commercial (HC) and High Density Residential (R-4).

Development Agreement

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

Current Development Agreement

The current development agreement was approved by Council on February 23, 2010, and registered on the property on April 9, 2010. It was considered by Council using Policy 9.2.1 of the WMPS and permits two (2), four (4) storey buildings, a maximum of 66 residential units, and ground floor commercial in one building to a maximum of 10,000 sq ft. This development

was never constructed due to the site contamination limitations caused by the abutting property which was held in different ownership at the time. The property owner has requested that development agreement be discharged as part of this application.

Proposed Development Agreement

The applicant proposes to develop two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building. The site will have a minimum of 20,000 sq ft of outdoor amenity space. The permitted uses on the lot are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C).

The property owner is proposing a total of 122 parking spaces on the lot with 80 of those spaces being located underground, below each building, and six (6) parking spaces containing electric vehicle charging stations. The WLUB currently requires 1.5 parking spaces per dwelling unit at a size of 10 ft by 20 ft. Due to the location of the lot in the community of Windsor and proximity of the lot to surrounding services, staff determined that it would be appropriate to reduce the amount of required parking per dwelling unit. As outlined in Section 2.5, *Parking*, of the draft development agreement, parking will be required at one (1) space per dwelling unit and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses. The size of each parking space will be 9 ft x 20 ft.

Section 2.4, *Access and Egress*, of the draft development agreement outlines that the developer will be required to construct a 5 ft wide sidewalk from O'Brien Street to the building entrances. This will ensure pedestrian safety and promote active transportation use to surrounding services.

As per the draft development agreement the developer will be required to provide certain plans, studies and certifications to the Development Officer prior to a development permit being issued for the proposed uses. These include:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties as outlined in Section 2.9, *Site Drainage*;
- copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" as outlined in Section 2.10, *Remediation*;
- design plans of the water and sewer servicing connections and layout including location and connection design of the fire hydrant(s) as outlined in the 2.11 (b), *Water and Sewer Services*, and 2.12 (a), *Fire Safety*;

- an Environmental Study if any portion of the main buildings are intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law as outlined in Section 2.11 (c), *Environmental Study*.

These plans, studies and certifications will ensure the site is remediated to Nova Scotia Environment standards for the proposed uses, that the Fire Chief will be able to provide adequate fire protection, and that the stormwater will be managed on site to reduce the impact on surrounding properties.

The WLUB requirements for signs and lighting will be used to regulate signs and illumination on the subject lot, as outlined in Section 2.7, *Signs and Lighting*, of the draft development agreement. Waste collection will be provided privately by the developer (Section 2.11 (b)(i)) and outdoor storage will be prohibited in order to meet criteria 9.2.1 (i) (Section 2.15).

Section 3.3 of the draft development agreement outlines substantive matters of the development agreement. Substantive matters are any items that Council has determined that would significantly alter the intended effect of the development agreement if changed. If a request is received from the developer to change a substantive matter outlined in a development agreement, the request must go through the entire development agreement process including Public Hearing before Council prior to Council making a final decision on the proposed amendment. Staff have determined the following items in this draft development agreement are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
- (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
- (d) the fire safety requirements listed in Section 2.12, *Fire Safety*; and
- (e) the timelines for construction in Section 2.14, *Phasing*.

Other items such as engineered building design, accessible parking, elevators, sprinkler systems, and barrier free units will be required by the Manager of Building and Fire Inspection Services as per the National Building Code requirements. A full review of the building plans would be conducted when the property owner applies for development and building permits. These items are not listed in the draft development agreement as the National Building Code would take precedence over the development agreement as outlined in Section 5.1, *Compliance with other By-laws and Regulations*, in the draft development agreement.

Land Use By-law

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

- (l) mixed use development in the Commercial designation or the Industrial designation outside the industrial parks in accordance with Policy 9.2.1 of the Municipal Planning Strategy;”

Municipal Planning Strategy

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor. Part 9.0 of the WMPS contains the policies for mixed use development in Windsor. Policy 9.2.1 establishes Council’s intention to “consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks”. The subject lot is designated Commercial therefore the development agreement can be considered under this policy.

WHMPS Specific Criteria

Policy 9.2.1 establishes Council’s intention to consider entering into a development agreement to permit mixed use development by development agreement in the Commercial designation subject to specific criteria. These criteria are examined in detail in Attachment A. In summary, the criteria are met since:

- the proposed development consists of a combination of residential and commercial uses;
- the location of the proposed development does not adversely affect the existing pattern of development in the surrounding area or restrict existing commercial development patterns;
- adequate parking and safe pedestrian and vehicular access to the site is provided; and
- no outdoor storage is permitted.

WHMPS General Criteria

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

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Manager of Building and Fire Inspection Services, Development Officer, and the Public Works Department have no major concerns which were not addressed in the draft development agreement.

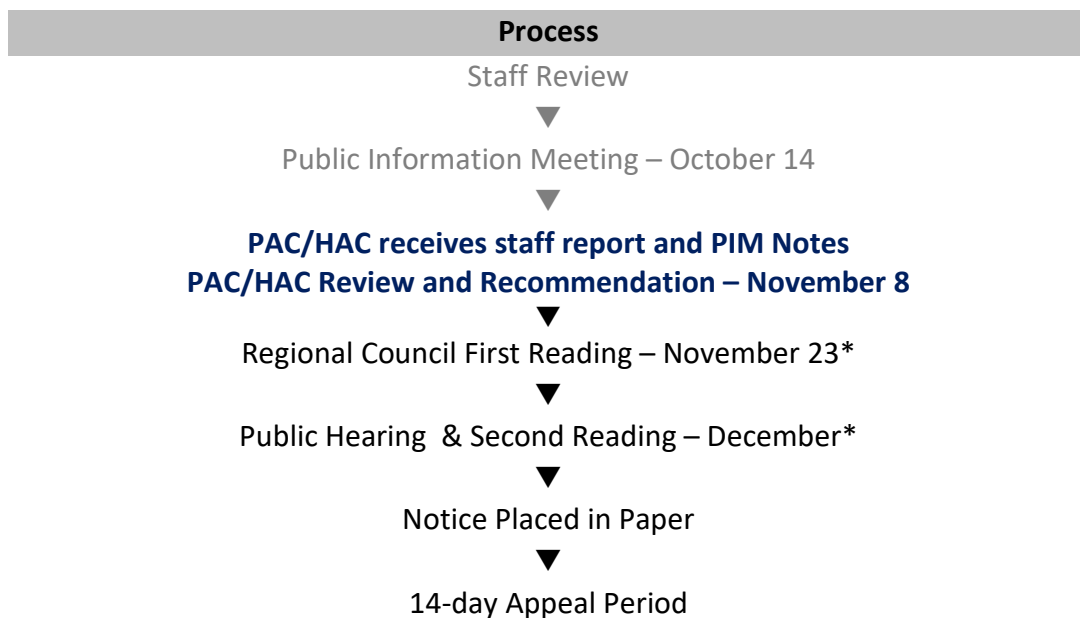
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

The Director of Public Works has requested that a stormwater management plan for the site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), *Site Drainage*, of the draft development agreement.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies and criteria of the WMPS and is consistent with the intent, objectives and policies of the WMPS. As a result, it is reasonable enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings which includes up to 10,000 sq ft of commercial space on the ground floor of one building at PID 45055902 on O'Brien Street, Windsor.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

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

ATTACHMENTS

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

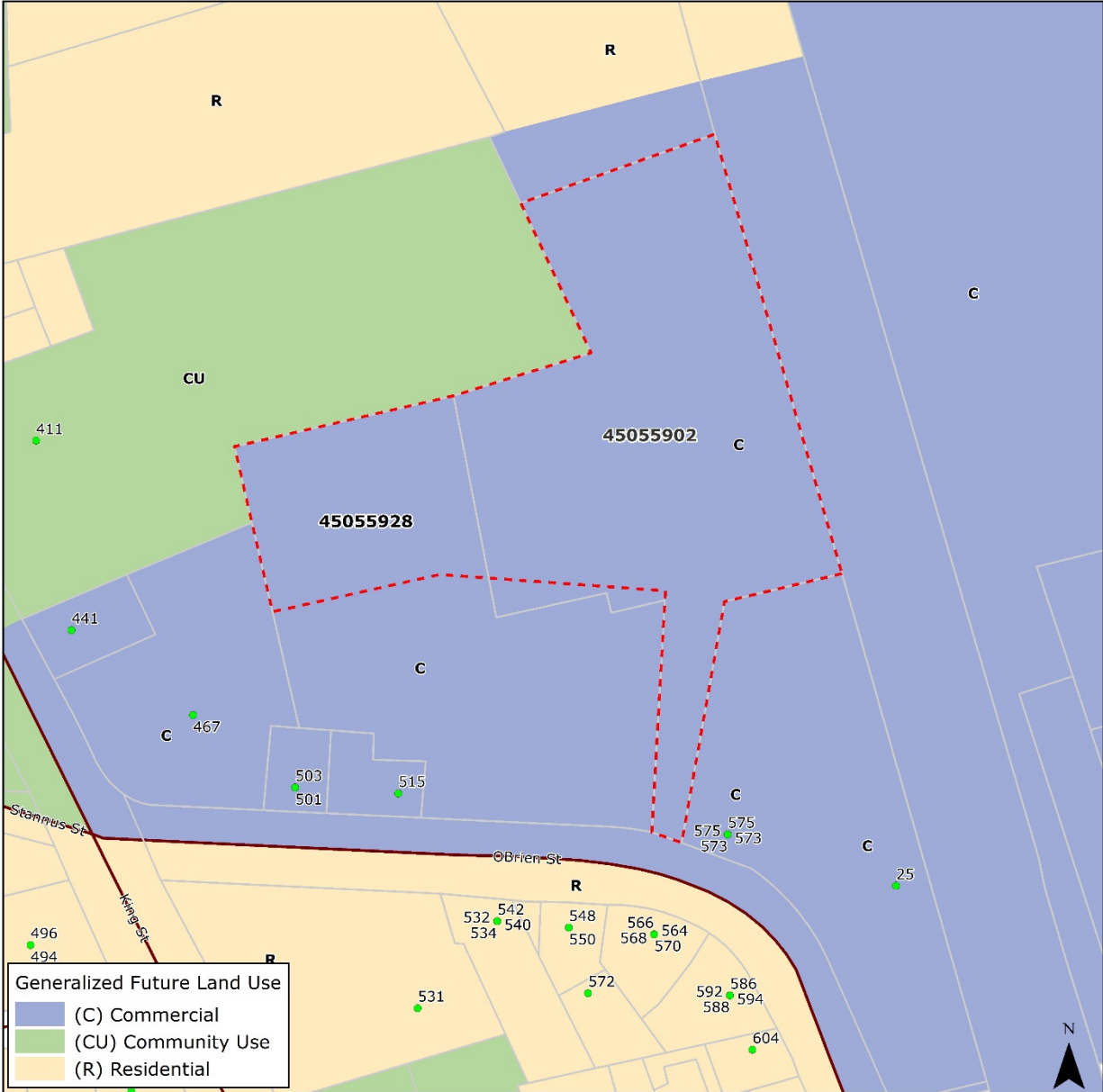
Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract



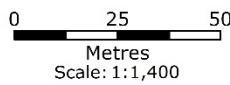
O'Brien Street, Windsor
PID 45055902 and 45055928



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

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

Generalized Future Land Use



- Proposed Parcel
- Parcels
- Civics
- Roads

Figure 2
Windsor Zoning Map Extract

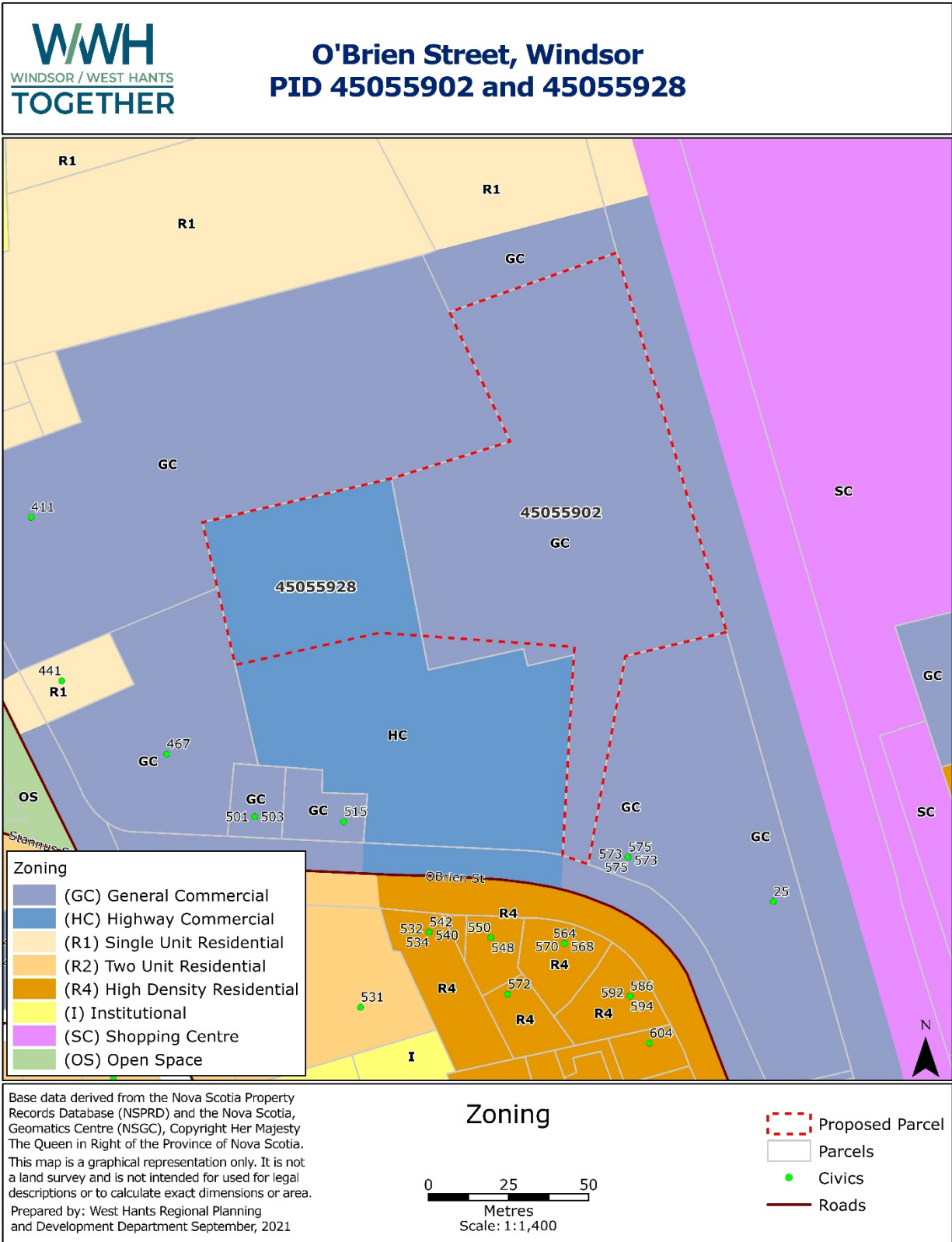
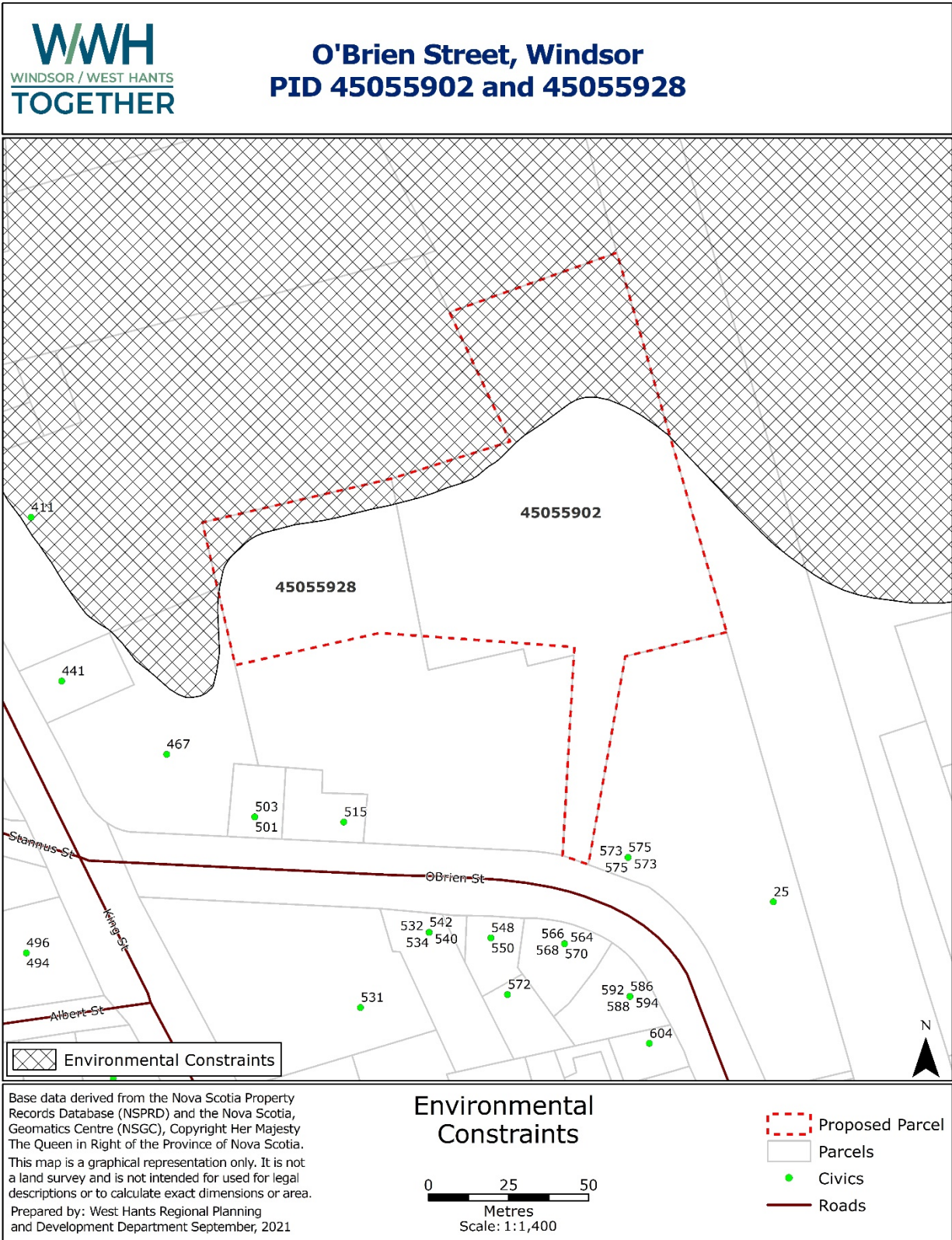


Figure 3
Windsor Environmental Constraints Extract



Attachment A
Specific Criteria for Amendment

Policy 9.2.1

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

CRITERIA	COMMENT
<p><i>(a) the proposed development consists of a combination of uses which may include commercial, light industrial, recreational, institutional and residential;</i></p>	<p>The proposed development consists of a combination of residential and commercial uses which include two (2), four (4) storey, 56-unit apartment buildings with up to 10,000 sq ft of commercial space on the ground floor of one building.</p>
<p><i>(b) the architectural design of the development is sensitive to the existing built form and character of the surrounding area, and in particular:</i></p>	<p>The applicant is proposing the apartment buildings to:</p> <ul style="list-style-type: none"> • be four storeys in height with underground parking, • have a flat roof or minimal pitched roof, • be constructed of concrete, • have defined main entry ways, and • have balconies for all apartments. <p>The property owner is proposing four storey buildings which are not common in Windsor. The frontage of the subject lot on O'Brien Street is only wide enough to provide driveway access to the lot, therefore the buildings will be set back at least 150 ft. from O'Brien Street which will reduce the visual impact of the four storey buildings from the street and surrounding properties.</p> <p>The existing built form and character of the surrounding area is varied as the area consists of commercial and residential uses. The residential uses surrounding the property range from two storey single unit dwellings to small scale two and one-half storey apartment buildings. The residential buildings have wood</p>

	<p>or vinyl siding, relatively flat or pitched roofs and rectangular shaped windows. The commercial uses are one or two storey buildings, constructed of brick or concrete, with a defined main entry way and limited windows.</p> <p>Due to the varied nature of the surrounding development and the fact that the subject lot is not located within an architectural control district, staff have not written any aesthetic design requirements into the development agreement.</p>
<p><i>(i) where the proposal involves the redevelopment of an existing building, the heritage of the building is taken into consideration and any significant architectural elements which contribute to the appearance of the public façade(s) are retained; and;</i></p>	<p>Not applicable as the subject lot is currently vacant.</p>
<p><i>(ii) if the proposed development is located in an Architectural Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i></p>	<p>Not applicable as the subject lot is not located in an Architectural Control District.</p>
<p><i>(c) the density and scale of the development are compatible with the surrounding area;</i></p>	<p>The property owner is proposing a total of 112 units on an approximately 3 acre lot; a density of about 37 units per acre. With an average household size of two (2) people per unit as noted in the 2016 census from Statistics Canada, this development would provide housing for an additional 224 people in Windsor, or approximately 75 people per acre.</p>

	<p>If the High Density Residential (R-4) zone is used as a guide, a density of 28 units per acre would be permitted on the subject lot. This would equate to approximately 56 people per acre. However, the High Density Residential (R-4) zone is limited to three storeys in height. With this proposal being for two, four storey buildings, the additional storey on each building increases the number of units and the density on the subject lot.</p> <p>As the building will be set back at least 150 ft. from O'Brien Street and the application is being considered by development agreement and does not have to meet the High Density Residential (R-4) zone requirements, staff feel that the fourth storey which increases the density of the subject lot and increases the housing stock for the community of Windsor would be compatible with the surrounding area.</p>
<p><i>(d) the location of the proposed development does not adversely affect the existing pattern of development in the surrounding area, or restrict existing commercial and/or industrial development patterns;</i></p>	<p>The location of the proposed development is not anticipated to adversely affect or restrict the existing pattern of development. Almost all of the abutting lots are already developed as commercial or residential uses. The subject lot is designated Commercial however has very limited street frontage which would not necessarily be conducive to a commercial use.</p>
<p><i>(e) where a light industrial use is proposed, it is not considered obnoxious or incompatible with the proposed residential or commercial components nor with adjacent land uses;</i></p>	<p>Not applicable as no light industrial uses are being proposed.</p>
<p><i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i></p>	<p>The applicant is proposing to provide a minimum of 20,000 sq ft of recreational space and a balcony for each apartment unit.</p>

	<p>If the High Density Residential (R-4) requirements are used as a guide they would be required to provide 27,140 sq ft of recreational space based on the number and size of units being proposed.</p> <p>This property is within walking distance to several parks and community amenity spaces therefore staff consider the proposed amenity space being provided for this development to be adequate.</p>
<p><i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i></p>	<p>Under the current Windsor Land Use By-law, 1.5 parking spaces are required per residential unit and 1 parking space is required for every 300 sq ft of commercial floor area. As outlined in Section 2.5, <i>Parking</i>, of the draft development agreement, the developer will be required to provide a minimum of one (1) parking space per dwelling unit and a minimum of one (1) parking space for every 300 sq ft of gross floor area dedicated to commercial uses. The applicant is proposing a total of 122 parking spaces with 80 of those spaces being provided underground to reduce the impermeable surfaces and maximize green spaces on site. Staff feel that this number of parking spaces should be sufficient for the proposed uses based on the location and walkability of the subject lot.</p> <p>Section 2.4 (c), <i>Access and Egress</i>, of the draft development agreement ensures that the developer will construct a 5 ft (1.6m) wide sidewalk from O'Brien Street to the building entrances which would be suitable to ensure safe pedestrian movement on the site. The Manager of Operations has stated that they have no concerns with respect to safe pedestrian and vehicular access to the site.</p>

<p><i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to access, parking, noise and hours of operation;</i></p>	<p>There are two existing residential dwellings nearby which abut O'Brien Street and are designated Commercial. It is not anticipated that these properties will be affected by the proposed uses with respect to access, parking, noise, and hours of operation.</p> <p>The access to the property will be from O'Brien Street. The property owner is proposing that the majority of the parking for the lot will be located underground. The anticipated noise will be minimized through minimum setback requirements. The hours of operation were not limited in the draft development agreement as the proposed types and size of commercial floor area are limited in the development agreement.</p>
<p><i>(i) no outdoor storage is permitted;</i></p>	<p>Section 2.15, <i>Outdoor Storage</i>, of the draft development agreement prohibits outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale.</p>
<p><i>(j) any other matter which may be addressed by development agreement; and</i></p>	<p>All other matters are addressed elsewhere in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1.</i></p>	<p>Please see Attachment B for further details.</p>

Attachment B
General Criteria for Amendment

Policy 16.3.1

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

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	<p>The Manager of Wastewater Treatment and Manager of Water Treatment confirmed that the lot has access to water and sewer services and that they do not foresee any issues with the adequacy of either service for the proposed uses.</p> <p>The Manager of Wastewater Treatment stated “There will be no issue with this added wastewater service addition. The most current AWWA standards shows an average of 2.5 people per household with a wastewater usage of 310 liters per person. This proposed apartment unit(s) would be an additional 87 cubic meters/day. Peak wet weather flow at the facility can see 18,545 cubic meters of wastewater pass through the facility. In 2020 the facility processed 1972 cubic meters of wastewater per day on average. Our wastewater collection and treatment systems can handle the additional capacities associated with this proposed apartment project.”</p> <p>The Manager of Water Treatment stated “I see no problem with the addition of 112 units to the Windsor / Three Mile Plains water distribution system. Based on the AWWA standards of 2.5 people per household with an average daily usage of 415L/Day/Person, this would be an additional 116.2m³/Day demand on the Water Treatment Plant / distribution system. The WTP is currently running at</p>

	roughly 50% capacity so the effects from the additional demand would be minimal.”
<i>(ii) the adequacy of school facilities;</i>	The Director of Operations for the Annapolis Valley Regional Centre for Education stated they do not believe the proposal is inappropriate or premature in terms of the adequacy of school facilities.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services noted that the buildings will require sprinkler systems as per the National Building Code requirements. The Windsor Fire Chief has stated that Section 2.12, <i>Fire Safety</i> , of the draft development agreement is sufficient to meet fire protection of the site.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	O’Brien Street is an arterial road as shown on the Transportation Map (Map 2) of the Windsor Municipal Planning Strategy. The definition in the Windsor Land Use By-law of an arterial street is “a street designed to move large volumes of vehicular traffic between major centres”. The Manager of Operations has stated that “no major infrastructure improvement will be needed to support the development. The driveway is sufficient.” They also stated they have no concerns about the impact of the development with respect to the adequacy of road networks adjacent to or leading to the development.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.

<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>As noted in 16.3.1 (a) (iv), O'Brien Street would be suitable to handle the anticipated traffic associated with the proposed development. A rail line abuts the subject lot to the east however it is not currently active.</p> <p>There are sidewalks along both sides of O'Brien Street along the frontage of the subject lot. Section 2.4 (c), <i>Access and Egress</i>, of the draft development agreement ensures that the developer will construct a 5 ft (1.6m) wide sidewalk from O'Brien Street to the building entrances which would be suitable to ensure safe pedestrian movement on the site.</p> <p>The Manager of Operations has stated that they have no concerns with respect to the suitability with any respect to the movement of auto and pedestrian traffic.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that "The applicant has applied to subdivide/consolidate the lots to accommodate the proposed development. The new lot will be approximately 3 acres in size. The lot is a sufficient size to accommodate the proposed development."</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposed development is not anticipated to create or change the pattern of development in the area. Almost all of the abutting lots are already developed as commercial or residential uses.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i></p>	<p>The subject lot is relatively flat. There are no watercourses, marshes or bogs identified on the mapping for the site.</p> <p>The northern portion of the lot is within the Environmental Constraints area (Figure 3) and located within the Tregothic Marsh. Any new buildings proposed on that portion of the site</p>

	<p>would be required to meet Section 27.0 of the Windsor Land Use By-law. This is also outlined in Section 2.11 (c), <i>Environmental Study</i>, of the draft development agreement.</p> <p>The Director of Public Works has requested that a stormwater management plan for the site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), <i>Site Drainage</i>, of the draft development agreement.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>The property owner is working to ensure the remediation of the site meets the Department of Environment's requirements for the proposed uses. As per Section 2.10, <i>Site Remediation</i>, of the draft development agreement the property owner will have to provide the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirm that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia" prior to development permits being issued.</p> <p>All Municipal, Provincial and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All other matters have been addressed elsewhere in this report.</p>

**Attachment C
Draft Development Agreement**



West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

3331814 NOVA SCOTIA LIMITED, a body corporate, with a head office at 424 Caldwell Road, Dartmouth, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on O’Brien Street, PID 45055902, hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Commercial on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Land Use By-law with a portion of the lot in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings including up to 10,000 sq ft of commercial space on the ground floor of one building on the Property (the “Development”); and

WHEREAS Policy 9.2.1 of the Municipal Planning Strategy and Section 6.1 (I) of the Land Use By-law enables Council to consider entering into a development agreement to allow mixed use development in the Commercial designation; and

WHEREAS the Council of the Municipality, at a meeting held on **month day, year** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) residential development consisting of a maximum of 112 dwelling units;

- (iii) underground parking for the uses within the buildings; and
- (iv) commercial uses located on the ground floor of Building “2” which shall be limited to:
 - (i) arts and craft studios including photography;
 - (ii) banks and financial institutions;
 - (iii) day care centres, licensed and non-licensed;
 - (iv) museums, art galleries and libraries;
 - (v) offices;
 - (vi) repair and rental establishments;
 - (vii) retail stores;
 - (viii) personal service shops;

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

- (b) The total area devoted to commercial use on the Property shall not exceed 10,000 sq ft gross floor area.
- (c) No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods.
- (d) Prior to the construction of new buildings as shown on Schedule B attached hereto, all existing buildings shall be demolished, and the materials disposed of in accordance with the requirements established by qualified site professionals.

2.2 Development Location and Design

- (a) The development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve minor changes to the location of the main buildings or other aspects of the site plan provided the side yards are not decreased.

2.3 Site Requirements

- (a) The multiple unit residential buildings shall conform to the following site requirements:

Minimum Front Yard	20 ft (6.1 m)
Minimum Rear Yard	20 ft (6.1 m)
Minimum Side Yard	20 ft (6.1 m)

Maximum Height of Main Building	4 storeys
Maximum Height of Accessory Building	15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

2.4 Access and Egress

- (a) The vehicular entrance and exit for the Property shall be in general conformance with the entrance and exit shown on Schedule B.
- (b) The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) A 5 ft (1.6 m) wide sidewalk, constructed of concrete, asphalt, brick or other hard surface paver, shall be provided from O'Brien Street to the building entrances.

2.5 Parking

- (a) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses on the Property.
- (b) Parking may be provided either underground within the buildings or outside at grade.
- (c) Each parking space shall be a minimum of 9 by 20 feet (2.7 m by 6.1 m) exclusive of driveways and manoeuvring aisles.
- (d) Parking aisles shall be a minimum of 20 feet (6.1 m) wide.
- (e) Parking spaces and aisles shall be constructed of concrete, asphalt, brick or other hard surface paver.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Recreational Space

A minimum of 20,000 sq ft of private recreational space shall be provided on the Property as follows:

- (a) an individual balcony for each dwelling unit; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

2.7 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination and Signs*, which controls lighting, size, location, and number of

signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to minimize light spilling, glare or light cast over neighbouring properties or the street.

2.8 Maintenance

The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

2.9 Site Drainage

- (a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties.
- (b) The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.10 Site Remediation

No development permit shall be issued until the Owner provides to the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia".

2.11 Servicing

(a) Waste Collection

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

(b) Water and Sewer Services

The development must connect to Municipal water and sewer service. Detailed design plans of the water and sewer servicing connections and layout shall be in

accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(c) Environmental Study

If any portion of the main buildings shown on Schedule B of this Agreement is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.12 Fire Safety

- (a) No development permit shall be issued until the location and connection design of the fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.
- (b) All curbs shall be designed to be mountable by emergency services vehicles.
- (c) All fire lanes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the property by emergency services vehicles.

2.13 Variance

In accordance with Section 5.40 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

2.14 Phasing

- (a) In the event that the Owner chooses to build one building at a time, the following infrastructure required for that building:
 - (i) construction of the paved driveway access from O'Brien Street to the building including the circular driveway as shown on Schedule B;
 - (ii) construction of the sidewalk from O'Brien Street to the entrance of the building;

- (iii) construction of the parking lot, including paving, to the extent necessary to provide spaces as required by this agreement for the residential and commercial uses of the building.
- (b) Where the construction of the second building has not commenced within twelve (12) months of the completion of the first building, the area shown on Schedule B covered by the building that has not been constructed shall be graded and landscaped; this may include, grass, shrubs, trees or other appropriate vegetative cover.
- (c) Construction of the first building and all relevant infrastructure and landscaping as outlined in Section 2.14 (a) of this agreement shall be completed within three (3) years of the commencement of development outlined in Section 4.1 of this agreement.
- (d) Construction of the second building shall be completed within six (6) years of the commencement of development outlined in Section 4.1 of this agreement.

2.15 Outdoor Storage

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

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
 - (b) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*;
 - (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
 - (d) the fire safety requirements listed in Section 2.12, *Fire Safety*.
 - (e) the timelines for construction in Section 2.14, *Phasing*.

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

PART 4 IMPLEMENTATION

4.1 Commencement of Development

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

equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

The Owner shall pay all costs associated with registering this Agreement and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 424 Caldwell Rd., Dartmouth, NS, CA B2V 1A6, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

Witness

) **WEST HANTS REGIONAL
MUNICIPALITY**

)
)
)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) **3331814 NOVA SCOTIA LIMITED**

)

)

)

Per: _____

) Clark Wilkins, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2022, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2022, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Clark Wilkins**, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY**

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

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

Sworn before me at _____, Nova Scotia,
this _____, 20__.

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

Deanna Snair, Clerk

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

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

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Clark Wilkins, Nova Scotia, make oath and say that:

1. I am Clark Wilkins of 3331814 NOVA SCOTIA LIMITED, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this _____, 2022 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

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

CLARK WILKINS, President

Schedule A
Legal Description – PID 45055902

Attachment D
Public Information Meeting Notes
October 14 – October 29, 2021
File 21-14
O'Brien St., Windsor PID 45055902

Meeting date and time	A virtual Public Information Meeting was held on October 14, 2021 beginning at 6:01 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> • Director LeMay • Senior Planner Poirier • Planner Dunphy • Meeting Secretary Lake • CAO Mark Phillips <p>Applicant:</p> <ul style="list-style-type: none"> • Clark Wilkins, Property Owner / Applicant • Chrystal Fuller, Planning Consultant <p>As this meeting was held virtually there were no members of the public present.</p>
<p>Applicant Clark Wilkins, Property Owner Chrystal Fuller, Brighter Community Planning & Consulting</p> <p>Property O'Brien St, Windsor, PID 45055902</p>	<p>Planner Poirier outlined the development agreement and discharge application to permit two (2), four (4) storey, 56-unit apartment buildings which include up to 10,000 sq ft of commercial space on the ground floor of one building.</p> <p>A formal presentation was not made by the applicant.</p>
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between October 14 – October 29, 2021.</p> <p>No written or verbal comments were received from the public.</p>
Adjournment	The meeting was adjourned at 6:08 p.m.