



WEST HANTS REGIONAL MUNICIPALITY
Planning and Heritage Advisory Committee (PAC/HAC) Agenda
April 13, 2023 – 6:00pm
In Person and Via Zoom

NOTE: A Public Information Meeting (PIM) will be held at 6:00pm.
PAC/HAC will begin immediately following the close of the PIMs.

1.0 Call to Order and Attendance

2.0 Announcements

3.0 Approval of Agenda and Additions

4.0 Declaration of Conflict of Interest

5.0 Approval of Minutes (March 9, 2023)

6.0 Business Arising from the PIM

6.1 File #23-01 Rezoning: 997 Highway 14, Upper Vaughan, PID 45041902 (Alex Dunphy)

6.2 File #23-05 Development Agreement: Cole Drive, Windsor, PID 45366432 (Alex Dunphy)

7.0 Business Arising from the Minutes

7.1 Update: File #22-23 Development Agreement: PID 45006947 and 45415668, MacLeod Court, Three Mile Plains (Sara Poirier)

7.2 Update: File #22-25 Development Agreement Amendment: College Road, PID 45336203 (Sara Poirier)

7.3 Update: File #22-30 Development Agreement: 4190 Hwy 1, Garlands Crossing PID 45003357 (Sara Poirier)

7.4 Update: File #22-24 Hantsport; File #22-25 West Hants, Rezoning: Bog Road, Hantsport/Hants Border PIDs 45366473, 45366481, 45366499, 45366507, and 45366515 (Alex Dunphy)

- 7.5 Update: File #22-22 Development Agreement: Hwy 215, Cheverie PID 45178944 (Alex Dunphy)
- 7.6 Update: File #22-20 Development Agreement: Burgess Crescent, Windsor PID 45338688 (Alex Dunphy)
- 7.7 Update: Public Participation Program Policy Amendments (Sara Poirier)
- 8.0 Building and Development Activity Reports (March 2023)**
- 9.0 New Business**
- 9.1 File #21-18 Development Agreement: Benjamins Mill Wind Project (Alex Dunphy)
- 9.2 File #22-28 Development Agreement: PID 45276441 and PID 45366986, Payzant Dr., Windsor (Sara Poirier)
- 9.3 File #22-29 Development Agreement: PID 45166915 Scotch Village Station Rd. (Sara Poirier)
- 10.0 Notices from Adjacent Municipal Units**
- 11.0 Questions and Comments from the Public**
- 12.0 Next Meeting Date (May 11, 2023) / Adjournment**

ACTIVITY REPORT

For Month of March 3/31/2023

	<i>Mar 2022</i>			<i>Mar 2023</i>		
Type	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	19	9	3,086,470	21	2	2,307,080
Duplex/Semi	2	4	600,000	0	0	0
Apartments	0	0	0	2	3	310,000
Other Residential	9	0	262,231	6	0	89,900
Commercial	2	0	10,000	4	0	450,000
Industrial	0	0	0	0	0	0
Inst & Gov	1	0	25,000	1	0	1,500
Agriculture	2	0	202,000	0	0	0
Other	0	0	0	1	0	30,000
Total	35	13	4,185,701	35	5	3,188,480
Year To Date	72	33	8,044,620	71	13	6,744,787
Demolition	2	0		1	0	
Sign Permits	0			0		
Sub Applications	5	10 (Lots Requested)		8	18 (Lots Requested)	



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Alex Dunphy, Planner

Date: April 13, 2023

Subject: Development Agreement: Benjamins Mill Wind Project; File # 21-18

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a Wind Farm on PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 which is substantively the same as the draft set out in Attachment B of the report File #21-18 to the Planning and Heritage Advisory Committee dated April 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Natural Forces Lands GP Ltd and Atlantic Star Forestry Ltd. for PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 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 X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A completed application was received on January 13, 2022 from Meg Morris on behalf of Natural Forces. The application was for a development agreement to permit a new wind farm with up to 24 wind turbines in Benjamins Mill. Public Information Meetings were held on February 10 and February 23, 2022.

On March 9, 2022, the Minister of the Department of Environment and Climate Change provided a response to the Environmental Assessment application submitted by Natural Forces for the Benjamins Mill Wind Project. The response was that there was insufficient documentation to make a decision and additional requirements were then outlined.

Following this, Natural Forces carried out the required work to resubmit for Environmental Assessment consideration. On January 6, 2023 an Additional Information Addendum was submitted to the Department of Environment and Climate Change. Then on February 13, 2023, the Minister of Environment and Climate Change gave the Benjamins Mill Wind Project Environmental Assessment Approval, subject to a list of conditions (Attachment C).

DISCUSSION

The project area covers a significant portion of the western corner of the Regional Municipality and borders both the Municipalities of Chester and Kings County. The proposal consists of 15 separate PIDs and measures approximately 29,500 acres in total area.

The lots are primarily cleared forestry land with an existing network of forestry service roads. The lots are owned by Atlantic Star Forestry, leased by Wagner Forestry and sub-leased by Natural Forces for this wind project.

The majority of the properties are zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (Figure 1). There is a portion of one property (PID 45060449), which is partially zoned Water Supply (W) in addition to General Resource (GR). The zoning of this particular property is not considered an issue, as there are not plans for any development on that particular property. Permitted uses in the General Resource (GR) zone consist of agricultural uses, automobile service stations, forestry and other resource uses, low density residential uses, retail and service shops.

The property is designated Resource on the Generalized Future Land Use Map (GFLUM) of the West Hants Municipal Planning Strategy (Figure 2). This designation displays the intention for primarily resource uses in a rural environment, which the proposal matches.

Surrounding Context

All properties abutting the project area are designated Resource and zoned General Resource (GR), aside from a few of the most northern abutting, which are zoned Water Supply (W). There is no planned placement of wind turbines on or near the properties zoned Water Supply (W). To the southeast, the project area abuts clustered residential uses in the Falls Lake development,

which is fairly dense for the rural context of the area. While the project area does abut these residential uses, the closest proposed wind turbine is setback a distance of 1.6 km.

Municipal Planning Strategy Document Review

Policy 4.24.4 is the primary enabling policy to be considered for this application. This policy provides Council with the ability to consider installations of large wind turbines or wind farms outside of the Growth Centre, Village, and Hamlet designations by development agreement. The Policy also includes criteria which must be met by the proposed development. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the proposed development has received Environmental Assessment Approval from the Minister of Environment and Climate Change;
- the proposed development is required to provide a Shadow Flicker Impact Assessment and a Sound Level Impact Assessment as part of the conditions to the Environmental Assessment Approval to ensure that adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;
- the proposed development appears reasonably suited for the resource context of the project area; and
- the developer is working directly with the Nova Scotia Department of Public Works to ensure that all necessary permits and road upgrades are completed.

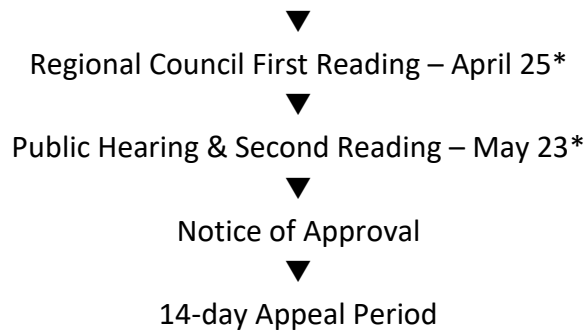
Policy 16.3.1 establishes the general criteria that all development agreements must meet. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria as:

- the proposal is not considered premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Area Manager of the Nova Scotia Department of Public Works, and Municipal Engineer have no concerns which have not been addressed in this report.

NEXT STEPS

The anticipated process for this application is as follows:





FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality or residents with regard to the filing of this report.

ALTERNATIVES

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

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

ATTACHMENTS

Figure 1	West Hants GFLUM Extract
Figure 2	West Hants Zoning Map Extract
Figure 3	Photomontage – Bent Ridge
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Environmental Assessment Approval – Terms and Conditions
Attachment D	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Planner

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

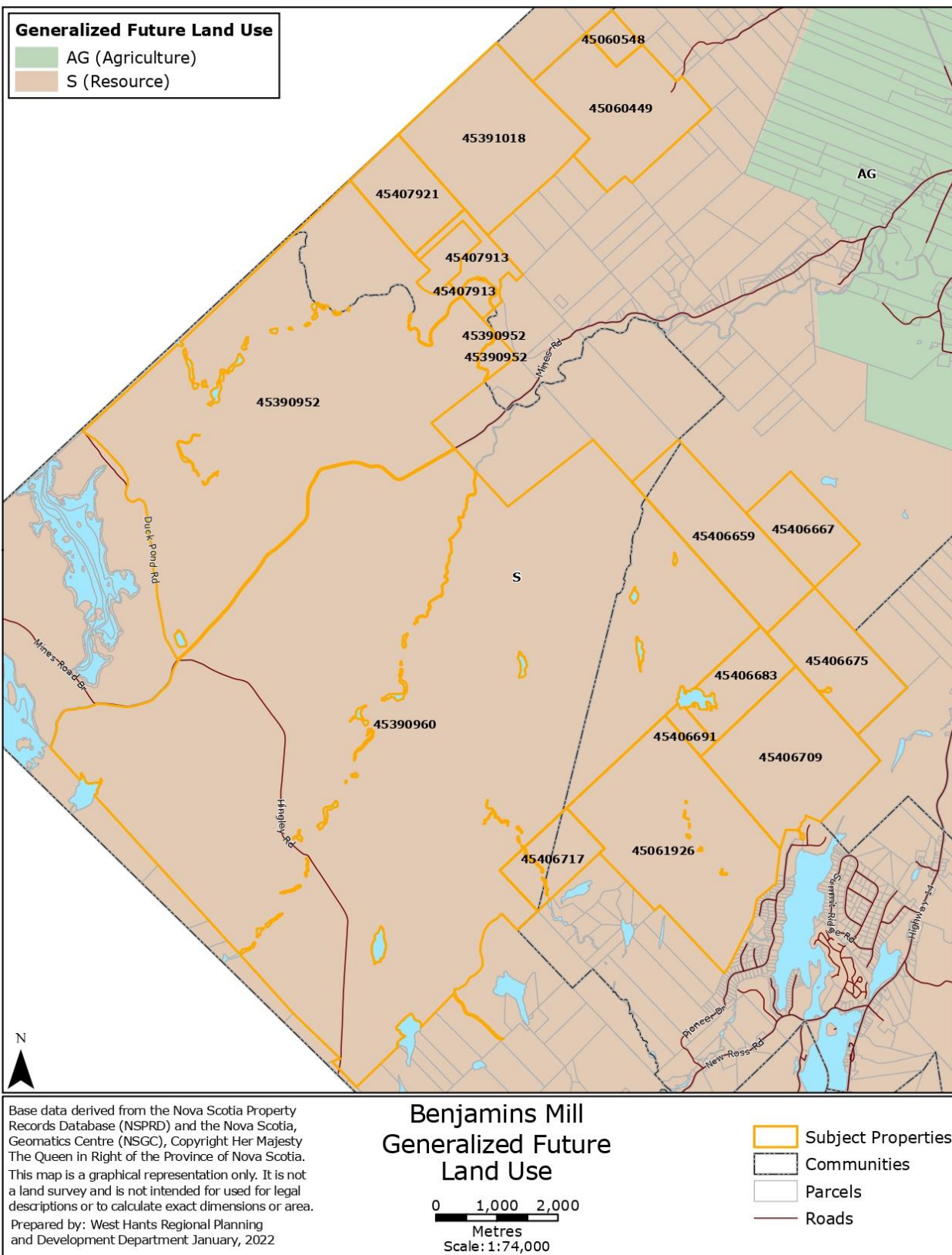


Figure 2 – West Hants Zoning Map Extract

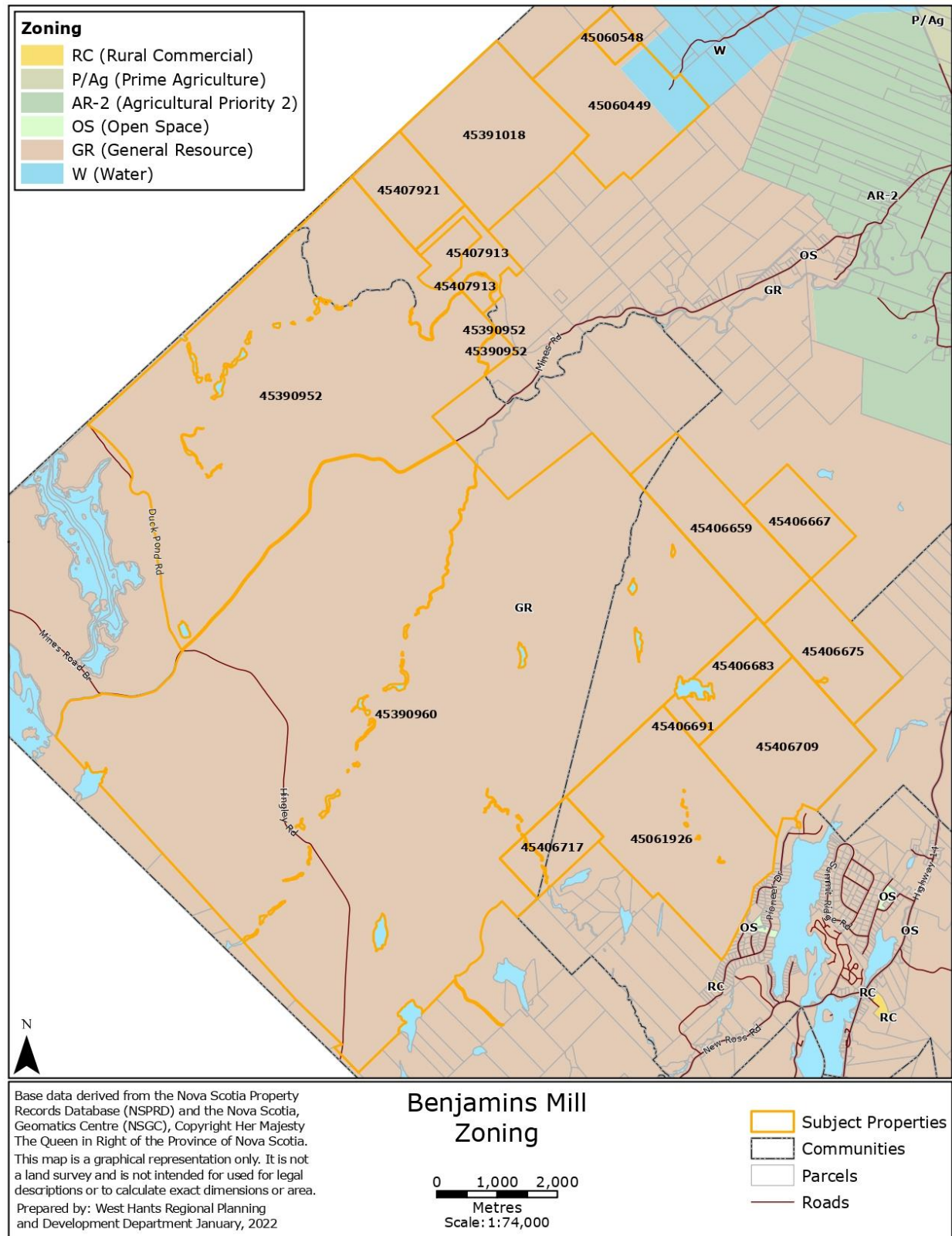


Figure 3 – Photomontage



Attachment A – Policy Summary for Development Agreement

Policy 4.24.4 <i>It shall be the policy of Council to consider the development of permanent or long-term installations of large wind turbines or wind farms outside the Growth Centre, Village and Hamlet designations by development agreement, having regard to the following:</i>	
<i>(a) any required provincial and/or federal government environmental assessment processes have been completed;</i>	The Environmental Assessment was submitted to the Nova Scotia Department of Environment and Climate Change on January 6, 2023. The Minister of Environment and Climate Change decided to grant approval on February 13, 2023, subject to a number of conditions. The development agreement is contingent on the proposed development adhering to the conditions of the Environmental Assessment Approval.
<i>(b) adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;</i>	Part of the conditions of the Environmental Assessment Approval requires a Shadow Flicker Impact Assessment and a Sound Level Impact Assessment to ensure the proposed development is within acceptable levels in terms of both noise and shadowing.
<i>(c) the development is not visually intrusive in the landscape, taking into account the location and distance from which it is visible, and the significance and sensitivity of the landscape, topography, vegetation and built form in the surrounding area;</i>	The proposed development is reasonable given the zoning, designation, and distance from surrounding uses. The Environmental Assessment Approval process provides criteria for addressing landscape, topography, vegetation, and built form in the surrounding area. As the project has received Environmental Assessment Approval, this criterion can be considered met.
<i>(d) safe roadway access can be provided;</i>	Staff have communicated with the Nova Scotia Department of Public Works (DPW) regarding the proposed development. The DPW are working directly with the developer to address all necessary permitting and upgrades required for the development.
<i>(e) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed.

<i>(f) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below
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Policy 16.3.1 <i>In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:</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 Municipal Public Works Department confirmed that there are no municipal services on the subject lot. It is unlikely that the proposed uses would need sewer and water services, however any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
<i>(ii) the adequacy of school facilities;</i>	N/A
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The local Fire Chief has stated that they have no concerns regarding fire protection. The Manager of Building and Fire Inspection Services had no concerns, with the exception of ensuring access for first responders. Access will be dealt with through communications between the developer and the DPW.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Area Manager from the DPW commented that the access will need to be evaluated for stopping sight distance and the road network leading to Hingley Road would need to be strength tested. The developer has informed staff that they are working directly with DPW to address all concerns.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i>	Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Refer to comments regarding Policy 16.3.1 (a) (iv).

<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer commented that they had no concerns regarding the adequacy of dimensions and shape of the subject lots.
<i>(e) the pattern of development which the proposal might create;</i>	The Development Officer commented that they had no concerns regarding the pattern of the proposed development. The proposed development is consistent with the intent of the Resource designation.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;</i>	Matters regarding the suitability of the environment for the project area are dealt with through the Environmental Assessment Approval process. As the proposed development has received approval from the Minister of Environment and Climate Change, this criterion is considered met.
<i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial, and Federal regulations will have to be met.
<i>(h) any other matter required by relevant policies of this Strategy.</i>	All relevant matters have been addressed in this report.

Attachment B - Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

NATURAL FORCES LANDS GP LTD., a body corporate, in its capacity as General Partner for and on behalf of **NATURAL FORCES LANDS LIMITED PARTNERSHIP**, with a head office at 1801 Hollis Street, Suite 1205, Halifax, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Developer”)

OF THE SECOND PART

- and -

ATLANTIC STAR FORESTRY LTD., a body corporate, with a head office at 10 Church Street, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE THIRD PART

WHEREAS the Developer has entered into certain Leases and Easements for a portion of the lands of the Owner (PID 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, 45060548), hereinafter referred to as the "Property", which lands are more particularly described in Schedule 'A' attached hereto, for the purpose of building and operating a Wind Energy Facility comprising wind turbines, access roads, fencing, service buildings and transmission equipment;

AND WHEREAS the Developer and the Owner have requested that the Municipality enter into a development agreement to allow the development, construction, and operation of a Wind Farm on the Property (the "Development") pursuant to Policy 4.24.4 of the Municipal Planning Strategy and Section 6.1 of the Land Use By-law; and

AND WHEREAS the Council of the Municipality, at a meeting held on [Month Day], 2023, 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 Definitions

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

- (a) *Developer and/or Owner* means either the Developer or the Owner, according to the contractual and lease arrangements between the Developer and the Owner, except that in the event of failure by the Developer to discharge its responsibilities therein, the Owner shall be responsible to the Municipality to guarantee fulfillment of those responsibilities;
- (b) *Environmental Assessment Approval* means the Environmental Assessment Registration Document, any Addendum, the Minister's Decision, and the accompanying Terms and Conditions dated on or before February 13, 2023;

- (c) *Project Area* means all properties which are included as part of the overall Property;
- (d) *Turbine* means a wind energy conversion system whose parts include a foundation, tower, nacelle, rotor assembly and any components within, or attached thereto;
- (e) *Turbine Height* means a vertical distance measured from grade to the tip of the highest extended rotor blade;
- (f) *Wind Farm* (hereinafter sometimes referred to as the "Facility") means a facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, including, but not limited to:
 - (i) one or more Turbines and associated electrical controllers;
 - (ii) any electrical distribution lines or cabling, communication lines, electric transformers, towers, interconnection or switching facilities, telecommunication equipment, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers, water wells, wind measurement equipment, maintenance/administrative/control buildings, maintenance yards, fencing, gates, berms or other earthworks for environmental protection, signage, and any related equipment, apparatus, accessories, works or appurtenances thereto.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A – Notice of Sublease

Schedule B – Site Concept Plan

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a Wind Farm including all associated equipment, facilities and improvements necessary for the conversion of wind energy into electricity and delivery thereof, to a maximum of twenty-four (24) turbines, not to exceed a total Facility nameplate capacity of one hundred and fifty (150) megawatts, together with all components associated with the Facility, and subject to maintaining the site requirements in Section 2.3 of this Agreement.

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

2.2 Development Location and Design

- (a) The development location and design shall be consistent with the Site Plan shown on Schedule B.
- (b) The Development Officer may approve in writing changes to the location of the equipment or other aspects of the Site Plan provided that setbacks listed in Section 2.3, *Site Requirements*, of this Agreement are met. Changes to the Site Plan may also be approved in accordance terms and conditions of the *Environmental Assessment Approval*, provided that the setbacks listed in Section 2.3, *Site Requirements*, of this Agreement are met.
- (c) The Developer and/or Owner shall ensure that the wind turbine colouring will conform with Transport Canada regulations for aviation safety. Signage will only be permitted on the nacelle unit if related to the owner, operator, or manufacturer of the wind turbine.
- (d) No development may take place on the portion of the Project Area which is zoned Water Supply (W).

2.3 Site Requirements

- (a) There shall be no restriction on the height of the tower provided the property owner has received Aeronautical Clearance approval from Transport Canada.
- (b) The Developer and/or Owner shall ensure the proposed Development is built such that impacts of sound and shadow flicker are reasonably minimized and public safety is maintained and in particular that:

- (i) no turbine shall be built within one times the Turbine Height, measured from the closest edge of the base of the tower, to the boundary line of any land not included in the Project Area.
- (ii) no turbine shall be built within 1000 meters, measured from the closest edge of the base of the tower of any dwelling, hotel, motel, or apartment hotel existing as of [MONTH, DAY], 2023; and
- (iii) no turbine shall be built within 550 meters, measured from the closest edge of the base of the tower, to any woods camp existing as of [MONTH, DAY], 2023.
- (c) Accessory buildings are permitted in accordance with Section 5.1 of the West Hants Land Use By-law, *Accessory Buildings and Structures*.
- (d) Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property which is part of the Wind Energy Facility, provided all requirements of this Agreement and the Land Use By-law can be met.

2.4 Access

- (a) The Developer and/or Owner shall reasonably minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the driveway providing access to Hingley Road and ensure that all required permits are received from Nova Scotia Department of Public Works and any other applicable traffic authority.

2.5 Signs and Lighting

- (a) 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. Signage on the nacelle unit shall be subject to Section 2.2 (c) of this Agreement.
- (b) The Developer and/or Owner shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties other than those within the project area.

2.6 Operation and Maintenance

- (a) The Developer and/or Owner shall ensure that the Facility is operated in accordance with the Environmental Assessment Approval, and in particular that:

- (i) the sound level generated by the operation of the wind turbines does not exceed the forty (40) dBA maximum relative to identified receptors as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval; and
 - (ii) the period of shadow flicker does not exceed thirty (30) hours per year, or thirty (30) minutes per day, relative to identified receptors as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval.
- (b) The Developer and/or Owner shall build, repair and maintain the Facility so that it is in good condition in accordance with good utility practice.
- (c) The Developer and/or Owner shall obtain and maintain, as the case may be, all necessary permits and approvals required by the Federal, Provincial, and Municipal Governments.
- (d) The Developer and/or Owner shall ensure that the operation of the Facility is regularly monitored, remotely or by designated on site personnel so as to maintain awareness of its current condition.

2.7 Hazardous Materials and Fire Protection

- (a) Any hazardous materials on site shall be stored, handled, and labeled in accordance with the Environmental Assessment Approval and the Workplace Hazardous Materials Information System (WHMIS) Regulations.
- (b) Nothing in this Agreement shall exempt or be taken to exempt the Developer and/or Owner, or any other person from complying with the requirements of any other applicable statute or regulation of the Federal and Provincial governments, and the Developer and/or Owner agree to observe and comply with all such laws and regulations in connection with the Development and use of the Property.
- (c) The Developer and/or Owner shall consult with the Chief of the Fire Department having jurisdiction on the design and construction of the Facility to ensure adequate access for fire vehicles and on the installation and operation of a fire detection and suppression system in the nacelle of each turbine.
- (d) The Developer and/or Owner shall provide necessary equipment, training or onsite infrastructure required for adequate emergency response, as reasonably determined by the Chief of the Fire Department having jurisdiction.

2.8 Environmental Assessment Approval

The Developer and/or Owner shall undertake to ensure that environmental impacts associated with the proposed Development are mitigated to the maximum extent possible, and in particular that:

- (a) any access roads or driveways constructed be kept to the minimum width reasonably necessary; and
- (b) any clearing of land for turbine foundations, crane pads, laydown areas or other Facility components is kept to the minimum area reasonably required; and
- (c) all activities are undertaken as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval, and all other applicable sections of this Agreement.

2.9 Decommissioning

- (a) In the event that Notice of Intent to discharge this Agreement is given to the Developer and/or Owner in accordance with Section 3.5 of this Agreement, the Municipality shall require the Developer to decommission the Wind Energy Facility.
- (b) The Developer and/or Owner shall ensure that the decommissioning of the Facility is carried out in compliance with all Nova Scotia Environment and Climate Change regulations and in accordance with the Environmental Assessment Approval.

PART 3 CHANGES AND DISCHARGE

3.1 The Developer and/or 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 Developer and/or 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 Developer and/or 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 Developer and/or 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** In the event that Notice is given pursuant to Section 3.5 of this Agreement the Developer and/or Owner shall immediately cease all electrical generation at the site and shall comply with any decommissioning requirements pursuant to Section 2.9 of this Agreement.
- 3.7** Council may discharge this Agreement 30 days after the Notice of Intent to Discharge pursuant to Section 3.5 of this Agreement has been given but may withhold discharge until decommissioning has been completed and liens arising from failure to decommission have been paid.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Developer and Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Developer and/or Owner. Upon the written request of the Developer and/or 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 Developer and/or Owner is bona fide delayed from commencing the development for reasons which are beyond the Developer and/or Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Developer and/or Owner is excused for the period of the delay and the time period for the Developer and/or 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 Developer and/or Owner shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within sixty (60) days of completion of any work which requires the engineered design.
- (b) The Developer and/or 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 Developer and 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 Developer or to the Owner about the suitability of the Property for the development proposed by this agreement. The Developer and/or 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 Developer and/or Owner in writing. In the event that the Developer and/or 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 Developer and/or 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 Developer and/or Owner may, at any time and from time to time, transfer or assign, in whole or in part, 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 Developer and/or Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 1801 Hollis Street, Suite 1205, Halifax, in the County of Halifax, Province of Nova Scotia.
- (b) The Developer and/or 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 Developer and/or Owner.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

)

)

)

) Per: _____

Witness

) Abraham Zebian, Mayor

)

) Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

)

)

)

)

)

) **Natural Forces Lands GP Ltd. For and on behalf
of Natural Forces Lands Limited Partnership**

)

)

)

) Per: _____

Witness

) Robert Apold, Director

)

) **Atlantic Star Forestry Ltd.**

)

)

)

) Per: _____

Witness

) Name & Title

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 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, **ROBERT APOLD**, one of the parties thereto, signed, sealed and delivered the same in 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, **NAME OF PROPERTY OWNER REP**, one of the parties thereto, signed, sealed and delivered the same in 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, _____, Nova Scotia, make oath and say that:

1. I am _____ of Natural Forces Lands GP Ltd., 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

ROBERT APOLD

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, _____, Nova Scotia, make oath and say that:

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

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

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

REPRESENTATIVE OF OWNER

Schedule A
Notice of Sublease

NOTICE OF SUBLEASE

This Notice of Sublease is dated as of February 4, 2021 by and between **Wagner Forest NS Ltd.** (the “**Sub-Lessor**”) and **Natural Forces Lands GP Ltd.**, a body corporate, in its capacity as General Partner for and on behalf of **Natural Forces Lands Limited Partnership** (the “**Company**”).

WHEREAS, the parties hereto have entered into a Sublease dated as of February 4, 2021 (the “**Sublease**”) with respect to a Sub-leasehold interest burdening the Premises (as described below); and

WHEREAS, the parties hereto desire to provide notice to third parties of said Sublease by recording this Notice in the Registry of Deeds/Land Registration Office for the registration district in which the Premises are located.

NOW THEREFORE, in consideration of the sum of \$1.00 now paid by the Company to the Sub-Lessor, the premises, the mutual covenants outlined herein and in the Sublease, the payment of rent, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Demise, Description of Premises. The Sub-Lessor does hereby grant, demise, let, rent and Sublease unto the Company and the Company hereby Subleases and rents from the Sub-Lessor, a portion of the lands of the Sub-Lessor identified and described in **Exhibit A** attached hereto (the “**Premises**”), such Subleased portion being more particularly shown and described in **Exhibit B** hereto (the “**Subleased Premises**”).

Section 2: Term. The Sub-Lessor has Subleased the Subleased Premises to the Company, subject to all of the terms and conditions contained in the Sublease, for an initial term Development Term commencing at the Effective Date and continuing until the earlier of the Operations Term or three (3) years from the Effective Date unless extended (the “**Development Term**”). Provided the Company constructs a Wind Energy Facility on the Subleased Premises, the Sublease shall have an Operations Term for operating the Wind Energy Facility. This

Operations Term commences on the day the Wind Energy Facility (which shall include at least one operating wind turbine generator on the Subleased Premises) first produces and delivers electrical energy to the utility electrical network system or any other consumer or buyer (the “**Commercial Operation Date**”) and shall continue for a period of twenty (20) years from the Commercial Operation Date (the “**Operations Term**”). The Company has the right to renew and extend the initial Development Term for up to three (3) renewal period of one (1) year, subject to the renewal terms and conditions contained in the Sublease. The Development term shall automatically be extended upon the Start of Construction, as defined in the Sublease, and may be further extended thereafter for one (1) year terms until the start of the Operations Term, subject to additional terms and conditions contained in the Sublease. The company has the right to extend the Operations Term subject to the terms and conditions contained in the Sublease for the first option to renew for a term of ten (10) years (the “**First Extended Term**”) and a second option to renew for a term of ten (10) years (the “**Second Extension Term**”) (collectively the “**Extended Terms**”). All renewal rights and extensions referred to herein, are further subject to earlier termination by either party as provided in the Sublease.

Section 3: Rights. The Sublease outlines, *inter alia*, the rights and obligations of the Sub-Lessor and the Company with respect to the Subleased Premises, including, *inter alia*, rights of renewal, rights and obligations of successors and assigns of the parties, obligations respecting the payment of rent and rights of both parties hereto with respect to use.

Section 4: Assignment, Subletting. The Company may assign the Sublease or grant licenses or sub-Subleases relating to the Subleased Premises only as set forth in the Sublease.

Section 5: Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of said parties.

Section 6: Addresses of Parties. The parties’ addresses as set forth as follows:

the Sub-Lessor:

Wagner Forest NS Ltd.

the Company:

Natural Forces Lands GP Ltd.

C/o Wagner Forest Management, Ltd.
 150 Orford Road, P.O. Box 160
 Lyme, New Hampshire 03768

1801 Hollis Street, Suite 1205
 Halifax, Nova Scotia
 B3J 3N4

Section 7: Purpose. This Notice of Sublease is intended only for the purpose of providing notice of the conveyance of the Subleasehold interest in the Subleased Premises to the Company according to the terms and conditions as more particularly outlined in the Sublease. Nothing herein amends, modifies, alters or suspends the Sublease. In the event of any inconsistency between this Notice of Sublease and the Sublease the Sublease prevails.

Section 8: Counterparts. This Notice of Sublease may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.

IN WITNESS WHEREOF, the parties have executed this Notice of Sublease, as Amended as of the date first above written.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

the Sub-Lessor:

WAGNER FOREST NS LTD., a company
incorporated pursuant to the
laws of Nova Scotia

Witness

By:

Thomas J. Colgan
Its President, Duly Authorized

Date: 2-4-2021, 2021

AFFIDAVIT OF EXECUTION, VERIFICATION AND STATUS

{PER S83(b) OF THE LAND REGISTRATION ACT}
 {PER S31-34 OF THE REGISTRY ACT}
 {PER S8(1) OF THE MATRIMONIAL PROPERTY ACT}

UNITED STATES OF AMERICA)
 STATE OF NEW HAMPSHIRE)

I, Thomas J. Colgan, of Lyme, in the State of New Hampshire, United States of America, make oath and say as follows:

1. **THAT** I am the President of Wagner Forest NS Ltd. and as such have personal knowledge of the matters herein deposed to.
2. **THAT** for the purpose of this my Affidavit, "matrimonial home" means the dwelling and real property occupied by a person and that person's spouse as their family residence.
3. **THAT** the lands described in the foregoing instrument have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to the Shareholders Agreement.
4. **I ACKNOWLEDGE** that I am such authorized signatory of the Company as specified in paragraph 1 above, and have executed the foregoing instrument on behalf of the Company and thereby bind the Company. This acknowledgement is made for the purpose of registering the document pursuant to the relevant provisions of the *Land Registration Act*, 2001, c. 6, s. 1 or the *Registry Act*, R.S. 1989, c. 392, s. 1, as the case may be and in compliance with the provisions of the *Matrimonial Property Act*, R.S., c. 275, s. 1.

SWORN TO before me at Lyme,)
 in the State of New Hampshire, in the)
 County of Grafton, this 4th day)
 of February, 2021.)
)
)
)
)
)
)
)
)
)
)

A Notary Public in and for the State
 Of New Hampshire

Thomas J. Colgan
 Thomas J. Colgan

John G. Sobetzer
 Notary Public, State of New Hampshire
 My Commission Expires Nov. 25, 2024

the Company:

NATURAL FORCES LANDS GP LTD., a body
corporate, in its capacity as General Partner for and
on behalf of **NATURAL FORCES LANDS
LIMITED PARTNERSHIP**



Witness

By:



Robert Apold

Its Director, Duly Authorized

Date: MARCH 9, 2021

AFFIDAVIT OF EXECUTION AND VERIFICATION
{PER S83(b) OF THE LAND REGISTRATION ACT}
{PER S31-34 OF THE REGISTRY ACT}

I, Robert Apold, of Halifax, Halifax Regional Municipality, in the Province of Nova Scotia, make oath and say that:

1. **THAT** I am the Director of Natural Forces Lands GP Ltd., in its capacity as General Partner for and on behalf of Natural Forces Lands Limited Partnership (the "**Company**"), one of the parties to the foregoing instrument, and as such have personal knowledge of the matters herein deposed to.
2. **THAT** I hereby verify that I executed the foregoing instrument for and on behalf of the Company as such authorized signatory of the Company as specified in paragraph 1 above.
3. **THAT** I acknowledge pursuant to such authority I have executed the foregoing instrument on behalf of the Company and thereby bind the Company.
4. **THIS** acknowledgement is made for the purpose of registering the document pursuant to the relevant provisions of the *Land Registration Act*, 2001, c. 6, s. 1 or the *Registry Act*, R.S. 1989, c. 392, s. 1, as the case may be.

SWORN TO before me

at Halifax, in
the County of Halifax,
in the Province of Nova Scotia, this 9th
day of March, 2021.


A Barrister or Solicitor of the
Supreme Court of Nova Scotia.

MICHAEL SIMMS
A Notary Public in and for the
Province of Nova Scotia

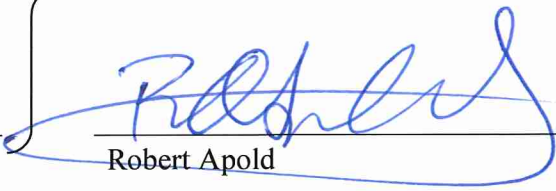

Robert Apold

EXHIBIT A

PID 45390960

PID 45406659

PID 45406667

PID 45406675

PID 45406683

PID 45406709

PID 45061926

PID 45406691

PID 45406717

PID 45390952

PID 45407921

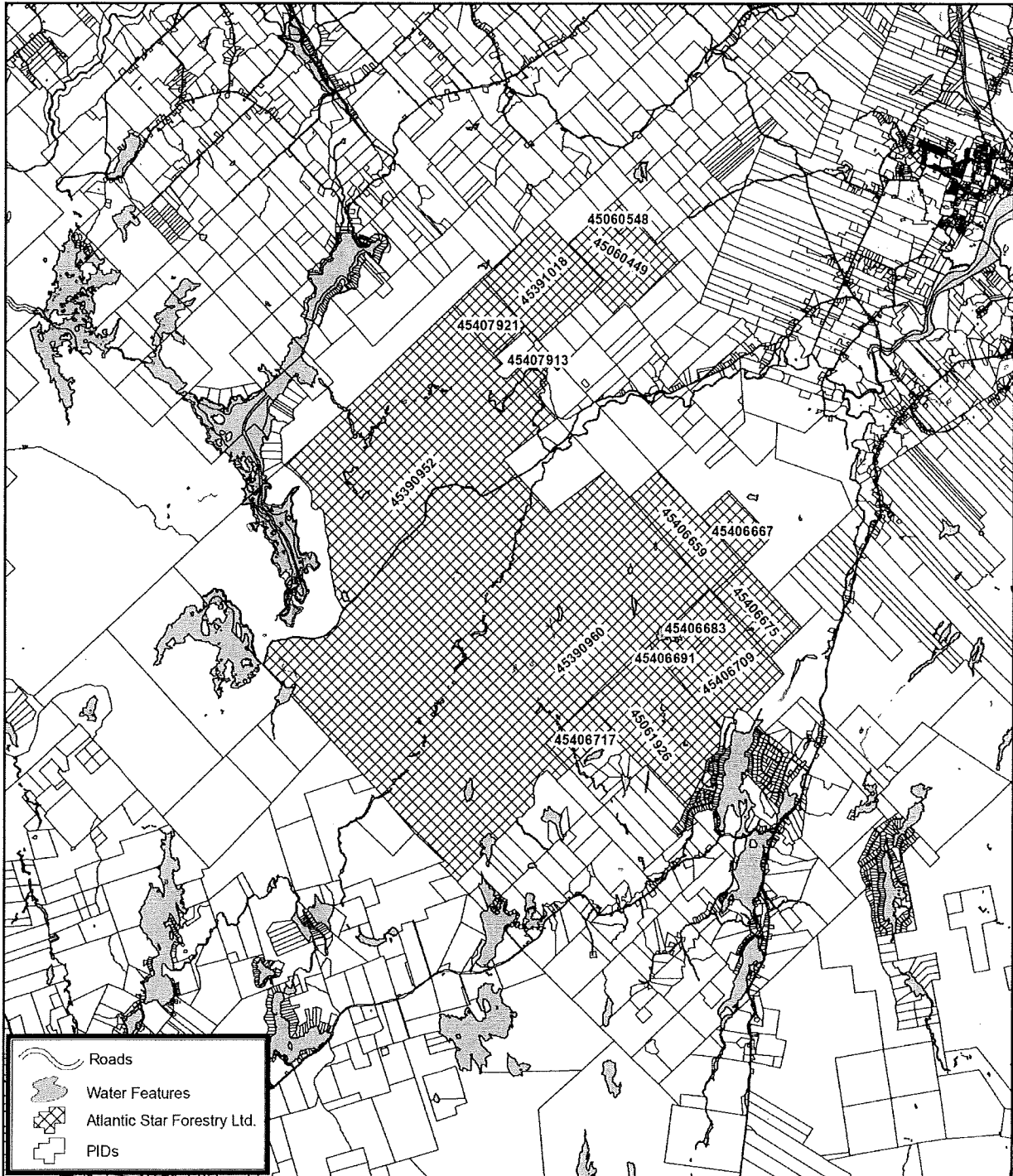
PID 45391018

PID 45407913

PID 45060449

PID 45060548

Exhibit "B"

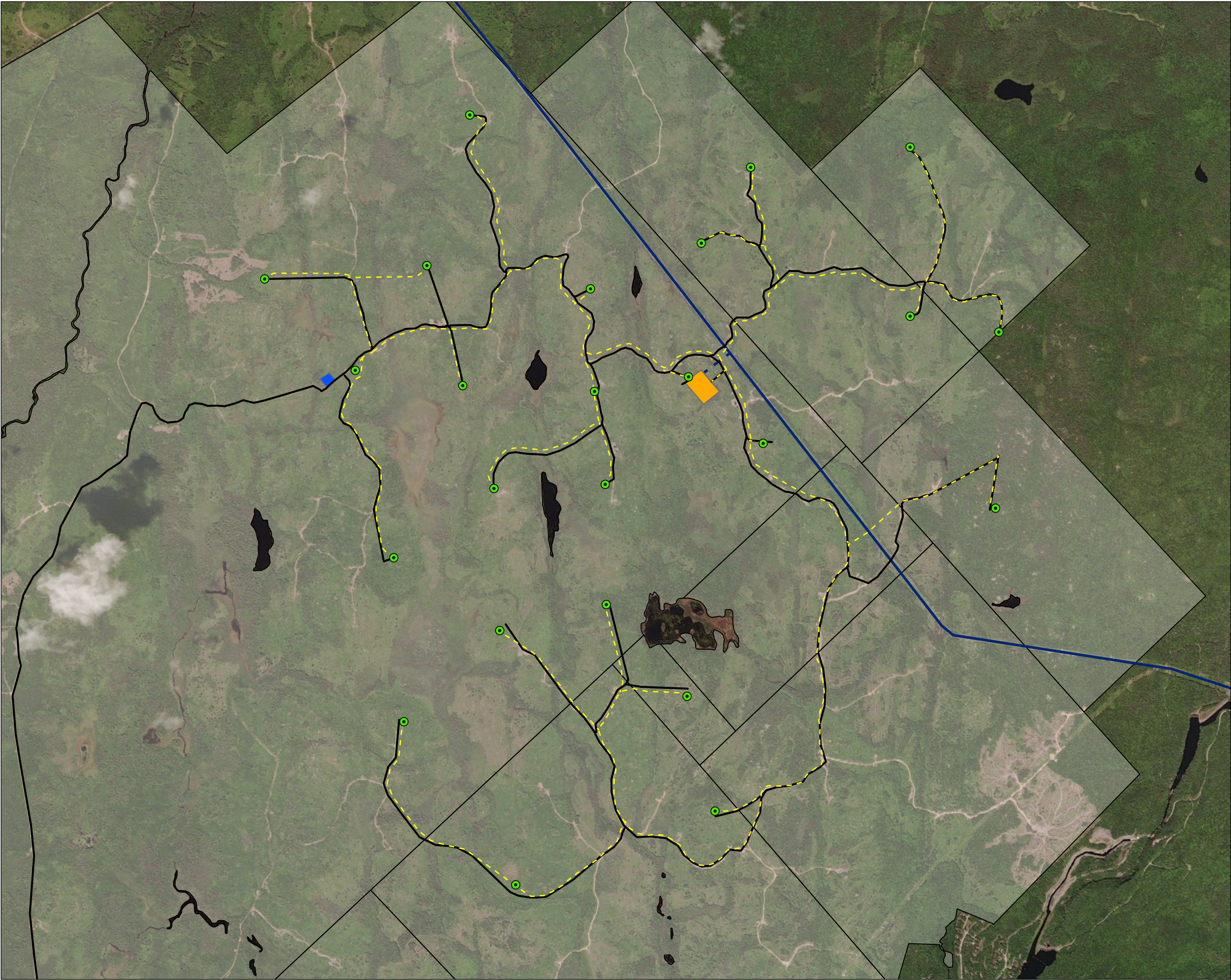


Map Showing Lands Leased by Natural Forces
From

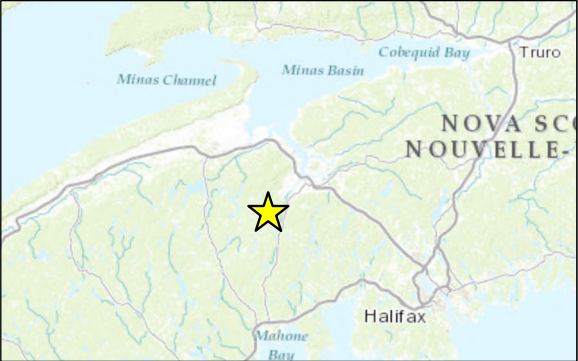
October 22, 2020

Wagner Forest NS Ltd,
Benjamin Mills, Hants County , Nova Scotia

Schedule B
Site Plan



Preliminary Site Plan



Legend

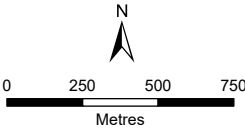
- ★ Current Road Access Point
- Turbine Locations
- - - Proposed Collector Lines
- - - Proposed Access Road
- Ben Mill - 28Tc 138 kV Interconnection
- Substation
- Laydown
- Existing 138kV Line
- Private Lands

Notes

- 1. Turbine markers are not to scale

Sources

- Basedata provided by the Province of Nova Scotia
- Basemap: ESRI World Topo Map



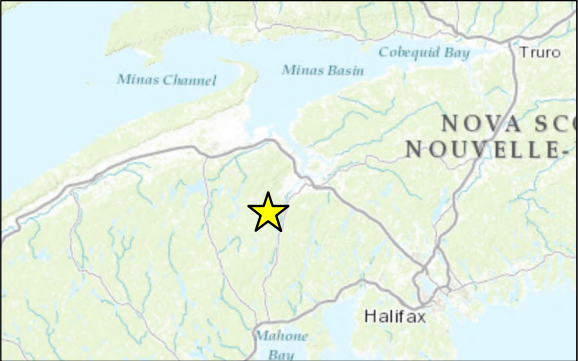
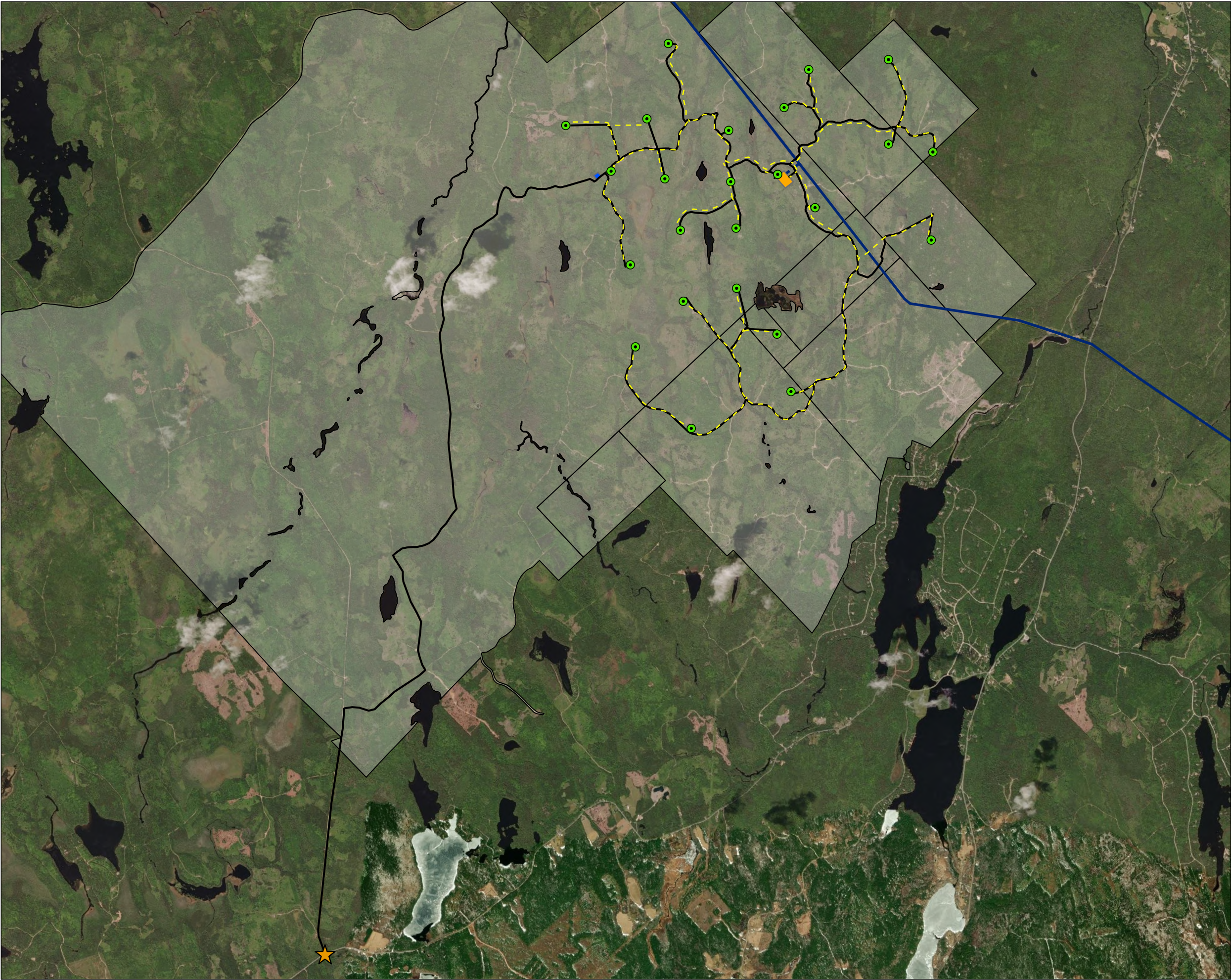
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Spatial Reference: NAD 1983 UTM Zone 20N

Page Size: 11" x 17"

Production Date: Mar 29, 2023





Legend

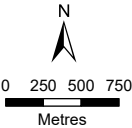
- ★ Current Road Access Point
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- - - Proposed Collector Lines
- - - Proposed Access Road
- Ben Mill - 28Tc 138 kV Interconnection
- Substation
- Laydown
- Existing 138kV Line
- Private Lands

Notes

1. Turbine markers are not to scale

Sources

- Basedata provided by the Province of Nova Scotia
- Basemap: ESRI World Topo Map



Scale: 1:50,000

Spatial Reference: NAD 1983 UTM Zone 20N

Page Size: 11" x 17"

Production Date: Mar 29, 2023



Attachment C - Environmental Assessment Approval – Terms and Conditions



**Environment and Climate Change
Office of the Minister**

PO Box 442, Halifax, Nova Scotia, Canada B3J 2P8 • Telephone 902-424-3736 • novascotia.ca

File number: 10700-40-58874
40100-30-317

February 13, 2023

Robert Apold
CEO, Natural Forces Developments Limited Partnership
1205-1801 Hollis Street
Halifax, NS B3J 3N4

Dear Robert Apold:

RE: Environmental Assessment – Natural Forces Developments Limited – Benjamins Mill Wind Project – Hants County, Nova Scotia

The environmental assessment of the proposed Benjamins Mill Wind Project in Hants County, Nova Scotia has been completed.

This is to advise that I have approved the above project in accordance with Section 40 of the Nova Scotia *Environment Act*, S.N.S., 1994-95 and subsection 13(1)(b) of the Environmental Assessment Regulations, N.S. Reg. 348/2008, made under the Act. Following a review of the information provided by Natural Forces Developments Limited, and the information provided by the Mi'kmaq of Nova Scotia, and the public during consultation on the environmental assessment, I am satisfied that any adverse effects or significant environmental effects of the undertaking can be adequately mitigated through compliance with the attached terms and conditions.

If you have any questions regarding the approval of this project, please contact Helen MacPhail, Supervisor, Environmental Assessment Branch, at (902) 483-2696 or Helen.MacPhail@novascotia.ca.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Halman'.

Tim Halman, MLA
Minister of Environment and Climate Change

Encl.

c: Helen MacPhail, Supervisor, Environment and Climate Change

Environmental Assessment Approval

Approval Date: February 13, 2023

Benjamins Mill Wind Project

Natural Forces Developments LP

Hants County, Nova Scotia

Terms and Conditions for Environmental Assessment Approval

1 Definitions

- 1.1 *Act* means Environment Act 1994-95, c.1, s.1, and includes, unless the context otherwise requires, the regulations made pursuant to the Act, as amended from time to time.
- 1.2 Department means the Department of Environment and Climate Change, and the contact for the Department for this Approval is:

Nova Scotia Environment
Western Region, Kentville Office
136 Exhibition Street, Kentville NS B4N 4E5
Phone: 902-679-6086 Fax: 902-679-6186
- 1.3 Minister means the Minister of Environment and Climate Change.
- 1.4 Commencement means the same as to commence work, as defined in the Environmental Assessment Regulations.
- 1.5 EA means Environmental Assessment.

2 Scope

- 2.1 This Approval (the "Approval") relates to the Approval Holder(s) and their Registration Documentation, which includes the Amendments and all documentation submitted to the Department prior to the issuance of this approval for the Benjamins Mill Wind Project, situated at or near Windsor, West Hants Regional Municipality, Nova Scotia, hereafter referred to as the "Project."

- 2.2 The Approval Holder(s) shall ensure the Project is carried out in accordance with this Approval and Registration Documentation, which includes all reference documents and supporting documentation.

3 General

- 3.1 The Approval Holder shall conduct the Project in accordance with the Act, as amended from time to time.
- 3.2 The Approval Holder shall, within two years of the date of issuance of this Approval, commence work on the Project unless granted a written extension by the Minister.
- 3.3 The Approval Holder shall provide written notification to the Department of the commencement date of the Project, at a minimum 30 days prior to the commencement.
- 3.4 The Approval Holder shall provide to the Department a concordance table detailing the status of the EA terms and conditions on or before January 31 of each year until released in writing by the Department.
- 3.5 Prior to any proposed expansion, modification, or relocation of any aspect of the Project from that proposed in the Registration Documentation, the Approval Holder must submit the proposal to the EA Branch for review and may require an EA or amendment.
- 3.6 Nothing in this Approval relieves the Approval Holder of the responsibility for obtaining and paying for all other licenses, permits, approvals or authorizations necessary for carrying out the Project which may be required by municipal by-laws or provincial or federal legislation. The Minister does not warrant that such licenses, permits, approvals or authorizations will be issued.
- 3.7 No authority is granted by this Approval to enable the Approval Holder(s) to commence or continue the Project on lands which are not in the control or ownership of the Approval Holder(s). It is the responsibility of the Approval Holder(s) to ensure that such a contravention does not occur. Failure to retain said authorization may result in this Approval being cancelled or suspended.

- 3.8 The Approval Holder shall not transfer, sell, lease, assign or otherwise dispose of this Approval without the written consent of the Minister. The sale of a controlling interest of a business or a transfer of this Approval from a parent company to a subsidiary or an affiliate is deemed to be a transfer requiring consent.
- 3.9 Upon any changes to the Registry of Joint Stock Companies information related to the Approval Holder, the Approval Holder shall provide a copy to the Department within 5 days of the changes.
- 3.10 If there is a discrepancy between the Registration Documentation and the terms and conditions of this Approval, the terms and conditions of this Approval shall apply.
- 3.11 Where a timeline is associated with a condition(s) of the Approval, the Approval Holder shall fulfil the requirements of the condition(s) within the prescribed timeline, unless otherwise authorized in writing by the Department.
- 3.12 The Approval Holder shall immediately notify the Department of any incidents of non-compliance with this Approval in accordance with the Act and Regulations.
- 3.13 The Approval Holder shall bear all expenses incurred in carrying out the environmental management and monitoring required under the terms and conditions of this Approval, the Act or the Regulations.
- 3.14 Unless specified otherwise in this Approval, all samples required to be collected by this Approval, the Act or the Regulations shall be collected, preserved, and analysed, by qualified personnel, in accordance with recognized industry standards and procedures and in accordance with any Standard under the Act or Regulations.
- 3.15 The Approval Holder shall ensure that this Approval, or a copy, is present at the Project site while personnel are on site and that personnel directly involved in the Project are made fully aware of the terms and conditions which pertain to this Approval.
- 3.16 The Approval Holder shall update any of the plans, programs or other documents required in this Approval to reflect the progressive development of the Project, and these documents shall be made available to the Department upon request. The Approval Holder shall make any changes that the Department deems necessary.

- 3.17 Based on the results of the monitoring required in this Approval or otherwise completed for the Project, or at any time as determined by the Department, the Approval Holder shall make necessary modifications to mitigation plans and/or changes to Project operations to prevent unacceptable environmental effects, as required by the Department.
- 3.18 The Approval Holder shall provide to the Department a summary table detailing the results of the monitoring required in this Approval, or otherwise completed for the Project, on or before January 31 of each year until released in writing by the Department. The results shall clearly identify and summarize any exceedances.
- 3.19 Where a condition of this Approval requires the Approval Holder to consult a particular party or parties, the condition will be considered complete once the Approval Holder provides a written confirmation letter from the third party or parties that the consultation is complete.

If there is a conflict between the Approval Holder and a party or parties regarding the consultation, the Department will determine if suitable consultation has been completed and/or if further action is required.

4 Project Design and Operation

- 4.1 Prior to commencement of the Project, the Approval Holder shall submit updated sound modelling, shadow flicker assessment, and any other information requested for the final turbine selection/placement to the Department. The updated modelling must demonstrate compliance with this Approval.
- 4.2 The Approval Holder shall be responsible for the costs of any third-party review of plans, reports, or monitoring results deemed necessary by the Department over the life of the Project.

5 Water Resources

- 5.1 The Approval Holder shall not conduct any Project activities, construct a turbine (measured from the tip of the blade), or remove vegetation within 30 metres of a watercourse and/or a wetland unless otherwise authorized in writing by the Department.

- 5.2 The Approval Holder shall ensure that the following activities take place at a distance of a minimum of 30 metres from a watercourse or wetland in an area such that a release will not enter a surface watercourse or wetland:
- Fuel storage, refueling, and/or lubrication of equipment;
 - Washing of machinery or equipment; and
 - Storage of equipment, excavated material, and potential contaminants.
- 5.3 The Approval Holder shall submit additional information to the Department with the Wetland Alteration Approval Application under the Act, prior to any wetland impacts. The information shall be developed in consultation with the Department and include, but not be limited to, a monitoring plan, identification of wetlands of special significance, and evidence that wetlands have been avoided to the extent possible, impacts to wetlands of special significance have been avoided, and risks to indirect alteration of wetlands have been mitigated.
- 5.4 Prior to commencement, the Approval Holder shall submit a surface water management plan to the Department. This plan shall include discussion of local hydrology, identify potential effects from construction of roads or other Project components on local surface water drainage patterns, and identify avoidance or mitigation measures for the protection of wetlands and watercourses. This plan shall be developed by a qualified professional engineer, hydrogeologist or geoscientist licensed to practice in the Province of Nova Scotia.
- 5.5 Prior to commencement, the Approval Holder shall submit a detailed sediment and erosion control plan to the Department. The plan shall include all clearing, grubbing and stripping required for the Project and shall be designed by a professional engineer licensed to practice in Nova Scotia.
- 5.6 Prior to blasting, the Approval Holder shall submit a blasting plan to the Department. The plan shall include completed pre-blast surveys for structures within 800 m of the point of blast, including water quality analysis for water wells within the same area. A detailed blast monitoring plan and a blast damage response policy shall also be provided.
- 5.7 The Approval Holder, at their expense, shall replace any water supply which has been lost or damaged as a result of Project operations, as authorized and required by the Department.

- 5.8 The Approval Holder shall immediately contact the Department should sulphide bearing material be encountered on the Project site, and at the request of the Department develop and implement a plan to manage the sulphide bearing material.

6 Wildlife and Wildlife Habitat

- 6.1 The Approval Holder shall provide the Wildlife Division, Department of Natural Resources and Renewables (NRR) with digital way points and shape files revealing precise locations for wetlands, and species listed under the Species at Risk Act (SARA) and/or Endangered Species Act (ESA), as well as of Species of Conservation Concern (i.e. species assessed by the Committee on the Status of Endangered Wildlife in Canada as at risk, but not listed under SARA or ESA, and all S1, S2 and S3 listed species under the Atlantic Canada Conservation data Centre) identified during field work within two months of collection. The data provided to NRR shall include, at minimum, the date of the field observances and habitat description.
- 6.2 Prior to commencement of the Project, the Approval Holder shall develop a Wildlife Management Plan in consultation with NRR and Environment and Climate Change Canada (ECCC).
- 6.3 Prior to the time turbine(s) become operational, the Approval Holder must develop a mortality monitoring program for birds and bats for not less than two years. The program shall be implemented from the time turbine(s) become operational. The monitoring program and associated reporting requirements shall be developed in consultation with NRR and ECCC.
- 6.4 Prior to the time turbine(s) become operational, the Approval Holder shall develop an Adaptive Management Plan for birds and bats in consultation with NRR and ECCC.
- 6.5 Prior to commencement of the Project, the Approval Holder must develop a monitoring program for Mainland Moose for not less than two years. The program shall be implemented from the time turbine(s) become operational. The monitoring program shall be developed in consultation with NRR and ECCC.

7 Air, Noise and Visual Impact

- 7.1 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor air quality during construction of the Project. The plan shall include, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.2 The Approval Holder shall ensure that air emissions at the property boundaries do not exceed Nova Scotia Ambient Air Quality Standards.
- 7.3 Prior to commencement of the Project, the Approval Holder shall submit updated sound modelling, shadow flicker assessment, and any other information requested for the final turbine selection/placement to the Department.
- 7.4 The Approval Holder shall ensure that noise levels at any receptor do not exceed 40 dBA. At the request of the Department, the Approval Holder shall develop and implement a plan to monitor noise levels under varying climatic conditions. The plan shall include, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.5 The Approval Holder shall ensure that noise emissions at the property boundaries do not contribute to an exceedance of the maximum permissible sound levels limits specified in the Nova Scotia Environment and Labour "Guidelines for Environmental Noise Measurement and Assessment" dated 18, 2005, as amended from time to time.
- 7.6 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor shadow flicker under varying seasonal conditions. The plan shall include, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.7 The Approval Holder shall ensure that shadow flicker at the property boundaries does not contribute to an exceedance of the maximum permissible shadow flicker limits of 30 minutes per day or 30 hours per year.

8 Archaeological and Cultural Resources

- 8.1 The Approval Holder shall cease work and contact the Special Places Coordinator, Nova Scotia Department of Communities, Culture, Tourism and Heritage (CCTH) immediately upon discovery of an archaeological, or paleontological site, artifact or fossil specimen unearthed during any phase of the Project. If the find is of certain or possible Mi'kmaq origin, the Approval Holder shall also contact the appropriate Mi'kmaq representatives as advised by CCTH.

9 Public Engagement

- 9.1 The Approval Holder shall develop and implement a comprehensive complaint resolution plan for receiving and responding to complaints related to the Project. The plan will include, but not be limited to, a reporting system which records all complaints received, sets out a timeline for responding to complaints and establishes a recording system that details all corrective measures taken to alleviate the cause and prevent its recurrence. The plan shall be made available to the Department upon request.
- 9.2 The Approval Holder shall appoint a contact person designated to deal with complaints and shall provide the contact information to the Department.
- 9.3 Prior to commencement of the Project, the Approval Holder shall develop and implement a plan for the formation and operation of a Community Liaison Committee (CLC) including terms of reference, which meet the Department's Guide for the Formation and Operation of a Community Liaison Committee, as amended from time to time. The Approval Holder shall operate the CLC for the duration of the Project or until released in writing by the Department.

10 Engagement with the Mi'kmaq of Nova Scotia

- 10.1 The Approval Holder shall develop and implement a Mi'kmaq Communication Plan, which will include but not be limited to a process for communicating Project details and seeking input from the Mi'kmaq of Nova Scotia on the development and implementation of Project mitigation and monitoring plans. The plan shall be updated regularly and be available to the Department and the Mi'kmaq of Nova Scotia upon request.

- 10.2 The Approval Holder shall complete the Mi'kmaq Ecological Knowledge Study (MEKS) for the Project, as described in the Registration Document. The study shall be made available to the Department and the Mi'kmaq of Nova Scotia upon request.

11 Contingency Plan

- 11.1 Prior to commencement of the Project, the Approval Holder shall submit a comprehensive contingency plan to the Department which meets the Department's Contingency Planning Guidelines. The plan shall provide preventative measures and address accidental occurrences including, but not limited to, spills of hydrocarbons or other hazardous materials, failure of erosion and sediment control measures, fires, and vehicular collisions. The Plan shall be implemented, maintained and updated over the life of the project.
- 11.2 The contingency plan shall be kept on the Project site at all times when personnel are on site and be made available to the Department upon request.

12 Site Reclamation

- 12.1 The Approval Holder shall submit a decommissioning and site reclamation plan to the Department, two years prior to the end date of the Power Purchase Agreement.
- 12.2 Project operations shall be completed and reclaimed to the satisfaction of the Department and other appropriate regulatory departments.
- 12.3 The Approval Holder shall decommission wind turbines to restore habitat. In the event any turbine ceases to be operational for a period of two years, the Approval Holder shall submit a report to the Department outlining a timeline for reparation to the unit(s) to either render it fully functional or provide similar details for removing the turbine from the site within two years from the date the report was received by the Department.



Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Attachment D – Public Information Meeting Notes

February 10 – March 3, 2022

File # 21-18

Benjamins Mill Wind Project Development Agreement

Meeting date and time	A public information meeting was held on February 10th, 2022 at 6:00 p.m. However, the notice was not sent to all residents due to an error with the mail list. A follow-up public information meeting was held on February 23rd, 2022 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance for February 10th: One (1) Councillor: • Councillor Jim Ivey (Chair) Four (4) members of staff: • Director LeMay • Planner Poirier • Planner Dunphy • Meeting Secretary Lake Ten (10) members of the public were present for this meeting. In attendance for February 23rd: One (1) Councillor: • Councillor Ed Sherman (Chair) Four (4) members of staff: • Director LeMay • Planner Poirier • Planner Dunphy Eight (8) members of the public were present for this meeting.
Applicant Natural Forces (Developer) Property PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548	For both meetings: Planner Dunphy outlined the application to allow a proposed wind farm by development agreement. Meg Morris, one of the representatives of the developer, also gave a presentation on the specifics of the proposed wind farm.
Comments	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between February 10 – March 3, 2022. Staff received seven (7) phone calls and twelve (12) emails were received. The email responses are attached. Four (4) phone calls

	were requesting attendance to the Public Information Meeting. Stephen Marsters called with concerns regarding property damage caused by road development and heavy vehicle use. Raff Franco called requesting that the wind farm maintains a 5 k.m. set back from any homes and to say that Natural Forces cannot guarantee that there would be no negative health effects from turbine installation. Alex Crocker called to request that mailouts be provided to the residents of Canyon Point, as the letter was only sent to the head office. During the February 10th, 2022 meeting: No members of the Public spoke during the Public Information Meeting. During the February 23rd, 2022 meeting: 6 members of the public spoke at the Public Information Meeting. The following comments and questions were made at the public information Meeting. Staff and applicant responses are included in purple text. • Ward Blatch asked about topographic mapping for the project, access, and project expansion. Meg Morris replied that the mapping will be published on their website, but the mapping can also be directly sent. Any discussion for recreational use of the property can be discussed with the developer, and reaching out is encouraged. Access to the property may require fencing for safety concerns as well as upgrading any roads required. There is also no intension to develop the rest of the lands included in the development agreement. • Olga Leiva was concerned with the distance of the proposed development to their residence. Meg Morris replied that as part of the Environmental Assessment, there are studies which were undertaken to look into the sounds caused by construction and operation. The infrastructure is situated at least 1.5 kilometers from any residences. All provincial requirements will be met for the project. Olga was also concerned with the land value. • Dave Mumford had concerns regarding the affects of blasting on wells. Meg Morris replied that the Environmental Assessment process takes construction practices into account. The project area is 1.5 kilometers away from the nearest residence and it is unlikely to impact wells due to construction. • Angela Martell asked why the other side of the project area was not used. Meg Morris replied that as part of the process, factors including proximity to residences, proximity to the Nova Scotia Power grid, and wind resource availability. The project area is situated at a
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	higher elevation and is better suited for energy generation. Angela also commented that there are concerns with noise and the visual affect of the turbines. Angela then asked if there was consideration to using a 5 or 10 kilometer buffer distance for the turbines. Meg replied that a buffer of that size would entirely limit where wind turbines could be placed in Nova Scotia. The 1 kilometer standard buffer is used as the studies have shown that is the distance that sound tapers off. • Catherine Newell commented that roads would need to be upgraded in order for machinery to be transported and that they have some concerns with the affects of turbine construction and operation on well water. Catherine also asked what receptors are in the context of project mapping. Meg Morris replied that receptors are residences. There are some uncertainties as the project moves through the development process and all feedback is appreciated. The existing road network is planned to be used as much as possible and will require upgrades. The 1 kilometer setback helps to mitigate effects from the construction and operation on residences. • Alex Crocker asked about the RFP size and when Natural Forces would have the final project design. Meg Morris replied that a power contract would need to be agreed upon as well as the required permitting. Public feedback is integrated into each one of these steps. Alex then asked about noise projections from a consultant. Meg replied that their model has been updated to be more realistic and there is active communication with a third party to confirm Natural Forces noise modeling. • Dave Mumford asked about using drone modeling for noise projections. Meg Morris replied that the photomontage from the point of view of Falls Lake is being created and that 3d modeling for the turbines is being worked on and will be published on the website.
Adjournment	The February 10th, 2023 meeting was postponed at 6:22 p.m until February 23rd. The February 23rd, 2023 meeting was adjourned at 6:57 p.m.

Public Email Responses Submitted for the Application PIM

February 7, 2022

From Jaclyn Blanchard

To Alex Dunphy

Hi Alex,

My husband Jon Blanchard and I own a property on pioneer drive that will be affected by this project. We would like to attend the meeting.

Thank you

Jon & Jaclyn Blanchard

February 8, 2022

From Alex Dunphy

To Jaclyn Blanchard

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 7, 2022

From Sherri Blanchard

To Alex Dunphy

Good Evening Alex

We would like to attend the virtual information meeting regarding the above Development at Benjamins Mill. We are building a cottage on adjoining property with our son & daughter in law
Jon & Jaclyn Blanchard

Thank you

Reuben & Sherri Blanchard

February 8, 2022

From Alex Dunphy

To Jaclyn Blanchard

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 7, 2022

From Greg Rourke-Deal

To Alex Dunphy

I most certainly would like to attend the virtual meeting scheduled for February 8th on the proposed wind turbine for Benjamin Mills area.

Greg Rourke-Deal

February 8, 2022

From Alex Dunphy

To Greg Rourke-Deal

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 8, 2022

From Roger Allen

To Alex Dunphy

Like to attend the zoom meeting February 10, 6pm for the Benjamins Mill project

Thanks

February 8, 2022

From Alex Dunphy

To Roger Allen

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 9, 2022

From Marilyn Macumber

To Alex Dunphy

Pleased be advised that we, Dennis and Marilyn Macumber, would like to join the a/m meeting.

Please send link to: [EMAIL REMOVED]

Thank you!

February 8, 2022

From Alex Dunphy

To Roger Allen

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 9, 2022

From Sheldon Knox

To Alex Dunphy

Good morning,

I just received a letter inviting me to participate in an online meeting. I would like to confirm my attendance.

Thanks

Sheldon Knox

February 9, 2022

From Alex Dunphy

To Vanessa Lake

Hi Vanessa,

I just received another request to attend the PAC/HAC. Could you also send an invite to the individual below?

Thanks,

Alex

February 9, 2022

From Vanessa Lake

To Alex Dunphy

Hi, sure thing! Invite sent!

February 15, 2022

From Pam Patterson

To Alex Dunphy

Falmouth Trucking. We didn't receive notification of the meeting until Feb 11. Will there be another meeting scheduled? Could you please forward a clearer map. Thank you. Pam Patterson.

February 16, 2022

From Alex Dunphy

To Pam Patterson

Hello Pam,

Another meeting has been scheduled for February 23rd, 2022 at 6 pm. Would you like to receive an invitation to the zoom meeting?

As for your request regarding the map, please see the attached.

Best,

Alex Dunphy

February 23, 2022

From Pam Patterson

To Alex Dunphy

We cannot Zoom from our computer. We don't have the necessary internet connection because we are outside the high speed area. We will watch on facebook. Two questions. Why are they designating so much space if there is only going to be 24 windmills? There is a designated protected area for moose. What are the plans for that? Thank you. Pam.

February 23, 2022

From Alex Dunphy

To Pam Patterson

Hi Pam,

I think that the applicant may be better suited to answer your questions in this case. I have CC'd the contact for Natural Forces to provide a follow-up.

Meg, would you mind responding to the previous questions in the email chain?

Much appreciated,

Alex Dunphy

February 23, 2022

From Meg Morris (Natural Forces)

To Pam Patterson

Hi Pam,

These are great questions – thank you for reaching out. I will list my answers here for clarity:

1) “Why are they designating so much space if there is only going to be 24 windmills?”

a. We have been working with this landowner for some time now and secured all of the land shown to cover a couple possible project locations. Since then, we have carried out various studies, including collecting wind data on site, which demonstrates that the area where we have proposed this Project is the best location. So, while we have all those lands signed up, we are only proposing to develop the area indicated.

2) “There is a designated protected area for moose. What are the plans for that?”

a. There is some core mainland moose habitat to the southwest of the site, but this does not overlap the area where we are proposing the development. Further, the area we are proposing to develop has been used for forestry activities and has an extensive network of existing access roads/trails and much of it has been cleared in the recent past. Because of this, it is a disturbed site and doesn’t represent suitable habitat for moose. While we did not carry out targeted moose surveys, our consultants do report incidental sightings when they are out in the field. There were no reportings of moose on the site during our other surveys.

If you have any other questions, please don’t hesitate to reach out to me. I am happy to hear you’ll be watching on Facebook tonight – I hope we will provide the information you need.

Additionally, would you like to be added to our stakeholder list to receive occasional updates on the Benjamins Mill Wind Project?

Thank you,

Meg

February 19, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

Dear Mr. Dunphy (Alex),

I'm writing on behalf of HCCC#1 re the Benjamin Mills Project (you have been in touch with our treasurer, Alex Crocker, who provided me with your contact info). I understand that there is to

be an information meeting on February 23rd for property owners to attend - would you be able to provide the information for the meeting, including link, so that I can circulate to our owners? I am aware that information was sent by mail, but many of our owners are away for the season and may not have received this information.

Sincerely,

Mark Bosma

HCCC#1 Secretary

February 22, 2022

From Alex Dunphy

To Mark Bosma (HCCC#1 Secretary)

Hello Mark,

Thank you for reaching out. The meeting is regarding a potential development agreement for a 23-turbine wind project in Benjamins Mill.

A Follow-up Public Information Meeting is taking place tomorrow, February 23rd at 6:00 pm. The invite links have been sent out to all those that have requested them. Please find the link below to be sent out.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[LINK REMOVED]

Passcode: [PASSCODE REMOVED]

Description: A second PIM for Benjamins Mill Wind Farm.

Best,

Alex Dunphy

March 3, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

[ATTACHMENT - Letter re Benjamin Mills development from HCCC#1 attached below]

Dear Mr. Dunphy (Alex),

Thanks again for your earlier correspondence regarding the Benjamin Mills wind turbine project. Our board met last week, and wanted to raise a specific issue/question about the planned project, and wanted to submit prior to the deadline of March 3rd. Please see the attached correspondence regarding our concerns about the project and the effect it may have on our community. Any information/response you can provide is much appreciated.

Sincerely,

Mark Bosma

HCCC#1 Secretary

March 3, 2022

From Alex Dunphy

To Mark Bosma (HCCC#1 Secretary)

Hello Mr. Bosma,

Thank you for your submission. I will ensure that it is included in our documents for further consideration by the Planning and Advisory Committee as well as Council. I will also coordinate with the applicant (Natural Forces) to provide an answer to your concerns regarding your community infrastructure.

Best,

Alex Dunphy

March 13, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

Hi Alex,

Apologies for the delay in responding, and thanks for your quick response. Any information that can be provided regarding the project and potential effects on our infrastructure is greatly appreciated.

Sincerely,

Mark

HCCC#1 Secretary

March 15, 2022

From Meg Morris (Natural Forces)

To Mark Bosma (HCCC#1 Secretary)

Hi Mark,

Thank you for copying us on this correspondence with Alex. It is important that we hear from community members and stakeholders like yourself and your board so that we can take the comments and concerns into consideration in our project design, which is not finalized. We have read your letter and want to assure you that we will do our due diligence, including any necessary studies, prior to any intrusive construction activities to ensure no damage is done to water wells in the area.

As always, please don't hesitate to reach out to us if there are any items you'd like to further discuss.

Thank you,

Meg

February 24, 2022

From Don Andrea

To Alex Dunphy

Hello Alex,

Last evening I had the opportunity to attend the virtual meeting held to discuss the proposed wind turbine project.

As an owner at the canyon point resort, I/we (family) appose this development.

10 years ago we decided to invest and build our dream cottage in this tranquil area of West Hants.

I deeply feel this project will not only disrupt the peaceful existence of my fellow residences and my family, but will be a disruption post completion.

I know first hand of the sounds and vibrations that these wind turbines omit.

The sounds and vibrations can and will cause mental stress and anxiety to all those in the surrounding areas.

People chose to move within this community and pay their property taxes to enjoy peaceful living uninhibited by such an enormous undertaking. Our property values will definitely decrease with this project so very close to our beautiful and peaceful community and surrounding areas.

It is our hope that this project will not be permitted to move ahead.

After a long two years of mandates and now we are starting to lift restrictions I/we feel this project is just too much to handle.

Mental Health and stability of all people in this area is paramount above all else.

Sincerely

Don J. Andrea

February 24, 2022

From Alex Dunphy

To Don Andrea

Hello Don,

Thank you for providing comments regarding this Development Agreement. The comments will be passed along to the Planning and Heritage Advisory Committee and Council for consideration.

Best,

Alex Dunphy

February 25, 2022

From Alex Crocker

To Alex Dunphy

Good afternoon, Alex.

Re: Benjamins Mill Wind Project -Proposed Development Agreement

Unfortunately, I am unable to support the project at this time. Here are some of the questions and concerns that have been posed at information meetings, to which the answers are still unclear:

- Mapping of physical sight, sounds, (such as turbine noise), and navigation lighting based on actual proposed windmill locations considering actual terrain/elevation, trees and sound refraction off of nearby watercoursesvalidated by a 3rd party consultant

- Unknown project size and scope. The RFP has not yet awarded identifying the maximum project size in terms of megawatts, directly attributing to an undetermined number of windmills and project footprint.

- Unknown requirement for blasting to make site assess or for construction of footings for windmill bases. With that comes an untold impact on water wells and existing structures.

- I understand the requirement for permanent site fencing surrounding all windmill sites and infrastructure for safety reasons. However, do we have any assurance that access for recreating will be maintained? This area gives access to pristine freshwater rivers, streams and lakes. As well as plentiful fishing and hunting.

- Has the impact on property valuations been studied? If our community is viewed as less desirous to live in based on unknown aesthetic, noise and lighting from windmill installation will property assessments be devalued?

- The proposal process to me seems rushed. If there were responses supplied prior to question deadline, perhaps I could support this undertaking with some assurances that the proponent has addressed the above noted concerns. Can the question deadline be extended until after the proponent finalizes project size and scope?

Thank you for considering the above questions.

Alex Crocker

March 1, 2022

From Alex Dunphy

To Alex Crocker

Hello Alex,

Thank you for your comments, I will ensure that they are added to our documents for consideration of the Planning and Heritage Advisory Committee as well as Council. Some of

these questions will need to be answered by the applicant (Natural Forces), but I will provide you with as much information as I can.

We are aware of the changing nature of the application. Once finalized, developments being permitted by development agreement must be generally consistent with the plans set out in the document. A development officer is able to permit minor changes so long as all other requirements of the development agreement are met.

Development of the site with respect to blasting will be required to meet the environmental requirements as set by the Provincial Government.

Access to the site is a matter which between the owner of the property and neighbouring residents. Unless there is an existing agreement providing permission to access the lands, I would recommend that you speak with the owner of the leased lands for further clarification.

The policy criteria used to determine if this development is eligible for a development agreement does not include property valuation. For further information on property valuations, the Property Valuation Services Corporation (PVSC) should be contacted.

For inquiries about project timeline, I would also recommend contacting the applicant, Natural Forces.

Best,

Alex Dunphy

February 27, 2022

From Grant Sullivan

To Alex Dunphy

Hi Alex (and Meg),

Thank you for the discussion this past week as it clarified some things for us as new owners in the Canyon Point resort area. Per your (and Meg's offer) the following summarizes the concerns and perspectives we have as affected parties of this proposed project.

First, there seem to be restrictions on where these farms can be placed, given your introduction. While Canyon Point does not appear to be zoned as one of the areas to avoid, it clearly has strong similarities, most notably the density of population, lot sizes, property values and associated municipal tax rates. Given our community has a development agreement entered into by the municipality that explicitly forbids noisy machinery, I believe it is critical that this be considered when entering into new adjacent agreements.

Second, and perhaps related, it looks like the proposed wind farm has the vast majority of wind turbines planned to be over 4 km from this densely populated area with only one or two that are closer. I believe the community should and will have the right to shut down any turbine that turns out to impede the quiet enjoyment of our land given the alternatives that clearly were and are available. It seems prudent to design the locations of the wind farm to avoid the most proximate planned locations if at all possible. Said another way, in achieving the wind load/power requirements of the farm, the project must avoid proximity to densely populated areas in forming the final design, especially where other options (while potentially less economically efficient) are available.

The reason we voice this concern is we travelled to the canoe lake wind farm location this past week where we positioned ourselves exactly 1 km from the nearest wind turbine. Afterward, we turned down the perpendicular highway, stopping after another kilometer. We found both locations to have very high level of noise similar to an aircraft overhead at all times. The first location at 1km was totally unacceptable and at 2km we still found it noisy although it is unclear if there was noise from other turbines at play as the highway goes orthogonal to the original road location. Either way, based on this experiment, it appears inaccurate to say that the turbine noise is low to unnoticeable at either distance.

Any further information you have on sound and/or visual/topographical models is of interest. I would also be interested in the setback numbers (especially to densely populated areas) being identified on the proposed turbine locations.

I look forward to remaining a fan of green energy as I see it implemented responsibly in our province. Thanks for considering this perspective.

Grant Sullivan

Owner, Canyon Point

March 3, 2022

From Alex Dunphy

To Grant Sullivan

Hello Grant,

Thank you for your comments. They will be added to our documents for further consideration by the Planning and Heritage Advisory Committee as well as Council.

Additionally, could you provide me the development agreement mentioned which forbids noisy machinery?

Best,

Alex Dunphy

March 6, 2022

From Grant Sullivan

To Alex Dunphy

Hi Alex,

In the paperwork for Canyon Point there is a summary of Land Use Bylaws, development agreement requirements, and various other inputs I imagine. Number one on the list of requirements is to ensure that nothing impedes the quiet enjoyment of the land by other residents. To me it is common sense but also codified there. I hope this helps,

Grant

March 15, 2022

From Grant Sullivan

To Alex Dunphy

Hi Grant,

Thank you for copying me on this email to Alex. It is important that we hear from community members like yourself so we can take all comments and concerns into consideration in our project design, which is not finalized.

We are finalizing the elevation map, so I will get that to you soon. Otherwise, if there are any items you'd like to further discuss with us, please don't hesitate to reach out.

Many thanks,

Meg

February 27, 2022

From Olga Leiva

To Meg Morris

Hello Ms. Morris,

My name is Olga Leiva. I live at [ADDRESS REMOVED], in Canyon Point Resort Community. I participated in the "Virtual Public Information Meeting" on February 23rd, 2022.

As you requested, I'll like to put in writing some basics from my comments on the proposed development agreement that would allow a 24-unit wind turbine project in Benjamin Mill. Taking into considerations the followings facts:

1- I suffer from Tinnitus, one of the main reasons that I recently decided to place my home in this quiet environment. No warning about turbines.

2- This residential area is not polluted by noises. Noises generated in a quiet environment become more intense for humans.

3- It is a fact, worldwide, the weather is changing fast. Turbine technology is improving at the same speed and very often there is news about fire because of a storm or some blade/s falling because of the winds, even, a few days ago, in Europe, because of a heavy storm the whole structure fell. Where is the safety for nearby houses with family in it?

4- Being moving or stopped, the large surface of the blades make possible as much is the wind as much is the noise generated. As much is silent in the environment, say at nights, more disturbance to the necessary sleepy time. The exposure to these machines by time, day by day can create clinical disorders.

5- I do not know the figure but if I ask in the Social Media, for sure, an important figure of potential buyers searching for a house as mine will decline if there are turbines close by. This will seriously depreciate the value of my property at the moment I decide to sell it. I moved to my brand new home in Canyon Point a year ago. It is a custom made cottage where I live permanently. I wonder if Benjamin Mills will cover my losses if that is the case on the price I decide according to the housing market at the time.

Also, I would like to quote the following:

"During the past few years there have been case reports of adverse effects. In 2006 Académie Nationale de Médecine Working Group Report notes that noise is the most frequent complaint. The noise is described as piercing, preoccupying, and continually surprising, as it is irregular in intensity. The noise includes grating and incongruous sounds that distract the attention or disturb rest. The spontaneous recurrence of these noises disturbs the sleep, suddenly awakening the subject when the wind rises and preventing the subject from going back to sleep. Wind turbines have been blamed for other problems experienced by people living nearby. These are less precise and less well described, and consist of subjective (headaches, fatigue, temporary feelings of dizziness, nausea) and sometimes objective (vomiting, insomnia, palpitations)"

"When assessing the adverse effects of IWTs it is important to consider what constitutes human health. The World Health Organization (WHO) defines health as "a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity."21

I have found more than enough material related to WTs and most of that is in detriment of this Aeolic parks installation as well as families presenting their terrible experience living even farther, than 500 feet.

Finally, I really want the Benjamin Mill Project to consider my comments; I could be one of the closest residents to this, in my opinion, very unfortunate project to the tranquility of this peaceful community. As one of my neighbors mentioned during the meeting it will be very thoughtful if you move the whole project more to the north and avoid all our worries.

Thank you,

Olga Leiva Padilla

March 15, 2022

From Meg Morris

To Olga Leiva

Hi Olga,

Thank you for providing these comments, it is really important that we hear from community members like yourself. We are aware that the residents living in Canyon Point and near Falls Lake are concerned about noise from the proposed turbines and we are taking this into consideration for the design of the project, which has not been finalized. Because of the comments we have received, we are also taking additional steps to verify the results of our noise studies with a third party validation to ensure the results are accurate.

There is a body of peer reviewed research on property value and health impacts from wind projects like what we are proposing. I am happy to share some of this information, would you like me to send some resources along?

Again, I want to thank you for taking the time to attend the public information meeting and to follow up with your comments.

We are always available to discuss concerns, so if you would like to have a call sometime, please let me know.

Thank you,

Meg

March 3, 2022

From Norman Newell

To Alex Dunphy

[ATTACHMENT – Benjamins Mill2 attached below]

Alex,

Please find attached our comments regarding the proposed Benjamins Mill Wind Project.

Thanks,

Norman and Catherine Newell

March 3, 2022

From Alex Dunphy

To Norman Newell

Hello Mr. and Mrs. Newell,

Thank you for your input regarding this project. I will ensure that it is included in our documents to be further considered by the Planning and Heritage Advisory Committee as well as Council.

Best,

Alex Dunphy

[ATTACHMENTS LISTED IN ORDER]



March 3rd, 2022

Alexander Dunphy
Planner
West Hants Regional Municipality
PO Box 3000, 76 Morison Drive
Windsor, NS B0N 2T0
ADunphy@westhants.ca

Dear Mr. Dunphy,

As you are aware, there is a planned wind turbine development (Benjamin Mills Project) for West Hants. As the board representing Hants County Condominium #1 (HCCC#1, also known as Canyon Point), we are aware the development would be very close to our community based on the initial planning documents. The board is not necessarily opposed to the project, but we do have concerns about potential effects on our community infrastructure. We are a 59-unit community that relies on 14 drilled wells for water supply. Assuming that significant blasting will be required for installation of the turbines and associated infrastructure, we are concerned of the effect this may have on our water supply. Specifically, will the blasting have any effect on the local aquifer, and on the functioning of our wells.

It would be appreciated if the development office or Natural Forces could comment on this issue, recognizing that any damage to our water supply would have a significant negative impact on our community.

Sincerely,
HCCC#1 Board of Directors

Cc: Amy Pellerin
Natural Forces
apellerin@naturalforces.ca

We are writing in response to the proposed Benjamins Mill Wind Project that Natural Forces is seeking approval for.

Our community of Canyon Point is comprised of 52 homeowners of whom half are full time residents. With assessed values up to over 400K, we are hardly the hunting camps or cottages that Natural Forces refers to.

In reviewing the EA and its' attachments it is evident that the information is incomplete and inconclusive. Many reports are based on "desktop studies" which don't reflect actual conditions. Natural Forces refers to the proposed site as "disturbed and fragmented" due to wood clearing activities however it will continue to regenerate and does provide home to an abundance of wildlife including deer, raccoons, bears, fishers and coyotes.

There are too many variables in the EA including the number and model of the proposed wind turbines, therefore the environmental effects such as wind turbine noise, shadow flickering and flashing lights cannot be determined at this time. Delivery routes and the construction of new roads and upgrades to existing roads have not been finalized; therefore the future of 32 hectares of wetlands within the proposed area remains to be determined.

Our pristine lake is home to a variety of fish, turtles, beaver, loons and ducks. Geese, hawks, eagles and owls as well as the monarch butterfly, identified as an endangered species, frequent the area.

The residents of Canyon Point rely on a system of drilled wells that are maintained by our Condo Corp. The EA states that studies are not complete on ground water. Uranium is of concern to us as well as vibration from construction and subsequent turbine operation. This can result in impurities in our groundwater resources as appears to be the case in North Kent at this time.

This document is being submitted for your consideration. We are not opposed to "green energy " however we strongly feel that it shouldn't be at the expense of rural communities.

For the reasons cited above, we are unable to support the proposed Benjamins Mill wind energy project

Respectfully submitted,

Norman and Catherine Newell



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Director of Planning and Development

Date: 2023-04-13

Subject: Development Agreement: Payzant Drive, Windsor PID 45276441 and 45366986; File #22-28

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading to consider entering into a development agreement to permit an apartment building with up to 90 apartment units and up to 10,000 sq. ft. of commercial space on a portion of PID 452766441 and 45366986 on Payzant Drive in Windsor in a manner substantively the same as the draft set out in Attachment C of the report to the Planning and Heritage Advisory Committee #22-28 dated April 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Mitch Brison which permits an apartment building with up to 90 apartment units and up to 10,000 sq. ft. of commercial space on a portion of PID 452766441 and 45366986 on Payzant Drive in Windsor be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A completed application was received on December 19, 2022, from Chrystal Fuller from Brighter Community Planning & Consulting on behalf of the property owner Mitch Brison of 3229190 Nova Scotia Limited. The application was to consider permitting one, 8-storey, 90-unit apartment building with up to 10,000 sq. ft. (929.03 sq. m.) of commercial space on the ground floor on a portion of PID 452766441 and 45366986 on Payzant Drive. There is currently a single unit dwelling located on PID 452766441 and the portion of PID 45366986 being considered in this application is vacant. Both lots are owned by 3229190 Nova Scotia Limited; Mr. Brison is the President of that company.

DISCUSSION

PID 452766441 is approximately 10.53 acres (42,613.34 sq. m.) in size. The applicant proposes to use a 2-acre (8,093.71 sq. m.) portion of the lot for this proposed apartment building. PID 45366986 is approximately 3.3 acres (13,371.6 sq. m.) in size and an approximately 1.8 acre (7,284.34 sq. m.) portion of this lot will also be used for the apartment building. The applicant will go through the subdivision process to subdivide the lot as shown on the site plan attached to the draft development agreement if the proposed development agreement is approved.

The lots are designated Residential on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned Single Unit Residential (R-1) and High Density Residential (R-4) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2).

Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor and Sections 5.4 and 5.5 describe the intention for high density residential development and residential buildings greater than 3 storeys in the Residential designation. Part 9.0 of the WMPS contains the overall intention for mixed-use developments in the Residential designation. Residential uses are permitted as-of-right in the Single Unit Residential (R-1) and High Density Residential (R-4) zones however an apartment building of three or more dwelling units and greater than 3 storeys in height that includes commercial uses must be considered by development agreement.

The subject lots directly abut properties with a variety of designations and zoning including Residential and Community Use designations, and Single Unit Residential (R-1), Two Unit Residential (R-2), Medium Density Residential (R-3), High Density Residential (R-4), and Institutional (I) zoning.

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy 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.

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

Windsor Land Use By-law

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

- (b) multiple unit residential development consisting of three or more units in a Residential designation in accordance with Policy 5.4.6 of the Municipal Planning Strategy;
- (c) dwellings in excess of three storeys in a residential zone in accordance with Policy 5.5.1 of the Municipal Planning Strategy; and
- (k) mixed use multiple residential/commercial uses in the Residential designation in accordance with Policy 9.1.1 of the Municipal Planning Strategy;”

Proposed Development Agreement

The applicant proposes to develop 90 apartment units and up to 10,000 sq. ft. (929.03 sq. m.) of commercial space within a single apartment building. The permitted uses on the lots are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C). The permitted commercial uses are specifically listed to ensure they will be compatible with the proposed residential uses and the surrounding residential area. Commercial uses within the development will be permitted to operate only between the hours of 7:00 a.m. and 9:00 p.m. daily, as outlined in Section 2.11.

Section 2.2 (c) of the draft development agreement outlines the maximum height of the buildings as 80 ft. (24.38 m.) and requires a minimum side yard of 15 ft. (4.57 m.) or at least one-half the building height, whichever is greater. This would meet the criteria in Policy 5.5.1 (a) and (b).

The draft development agreement requires the following:

- a minimum of one (1) parking space per dwelling unit and a minimum of one (1) parking space for every 500 sq. ft. (46.45 sq. m.) of commercial floor area dedicated to commercial uses (Section 2.4);
- a minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreation space (Section 2.6);
- the Owner to have sole responsibility for snow plowing and garbage collection for the development (Section 2.8); and
- a 5 ft. (1.52 m.) wide pedestrian walkway from Payzant Drive and Community Way to the main entrances of the building (Section 2.3).

Section 3.3 of the draft development agreement outlines substantive matters of the development agreement. Substantive matters are any items that Council has determined 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 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:

- the number of units permitted within the apartment building as listed in Section 2.1, *Use*;
- the minimum side yard requirements and maximum building height of the building as listed in Section 2.2, *Development Location and Design*;
- the fire safety requirements listed in Section 2.5, *Fire Safety*; and
- the hours of operation for the commercial uses as listed in Section 2.11, *Hours of Operation*.

Other items such as accessible parking, elevators, sprinkler systems, and barrier free units may be required in the buildings by the Manager of Building and Fire Inspection Services in accordance with the National Building Code. 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.

Windsor Municipal Planning Strategy

Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor and Section 5.4 describes the intention for high density residential development. Policy 5.4.6 establishes Council's intention to consider proposals for multiple unit residential development consisting of three or more units in the Residential designation by development agreement and Policy 5.5.1 enables Council to consider entering into a development agreement to allow dwellings in excess of three storeys.

Part 9.0 of the WMPS contains the overall intention for mixed-use development in Windsor. Policy 9.1.1 establishes Council's intention to consider proposals for mixed use residential/commercial developments with two or more dwelling units in the Residential designation by development agreement.

WMPS Specific Criteria

Policy 5.4.6, 5.5.1 and 9.1.1 outline the specific criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- the development is generally consistent with the High Density Residential (R-4) zone standards;
- the development is compatible with adjacent land uses;
- the side yards will be at least one-half the height of the building;
- the building will not exceed 80 ft. (24.38 m.) in height; and
- the commercial uses are located on the street level and do not exceed one-third of the total floor area of the development.

WMPS General Criteria

The proposed development meets the general criteria for development agreements 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;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Manager of Public Works Operations have no concerns which have not been addressed in the 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 will experience extensive flooding. The subject lot in this application does not appear to be affected under this scenario, however Payzant Drive itself may experience flooding.

Upon request by the Public Works Department the property owners engineer provided a letter regarding proposed stormwater management for the site. This letter stated "The Nova Scotia Provincial regulations require that when developing land with storm sewers, the post development storm drainage flows for both the 1 in 5-year storm and the 1 in 100-year storm

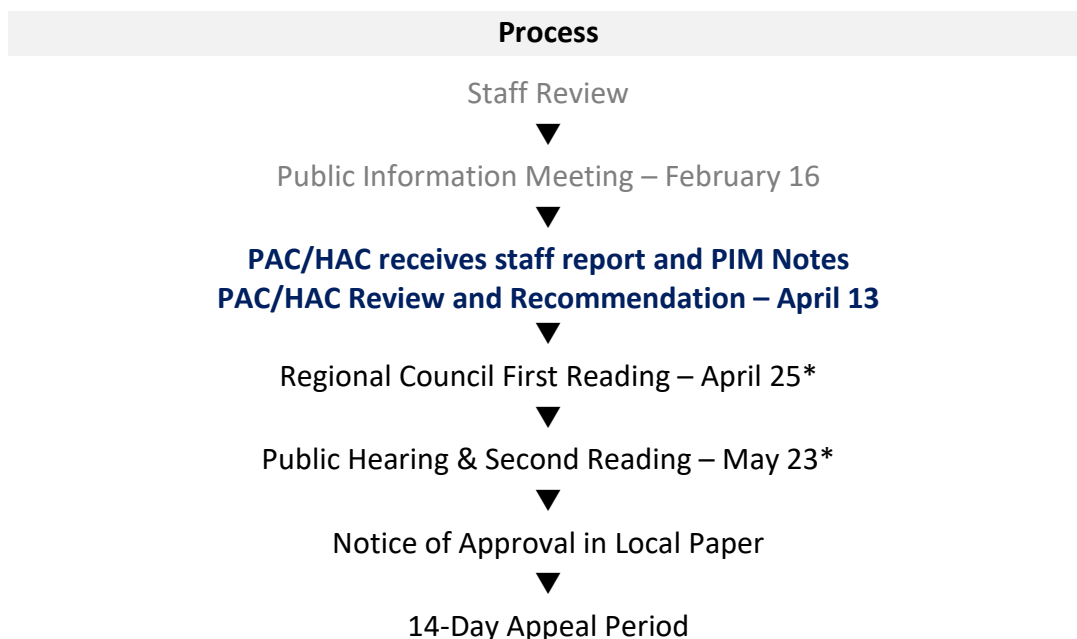
must be balanced with the pre-development flows. This is because when land is changed from forest to urban surfaces such as roofs, lawns, roads, and driveways the stormwater flows increase dramatically due to the reduced infiltration and depression storage. To balance the pre and post development flows on site, storage is typically used in the form of stormwater detention ponds or underground storage such as oversized pipes.

For this project, site stormwater drainage will be conveyed to a municipal stormwater service that will discharge to a stormwater storage pond located West of Payzant Drive. This stormwater storage pond, built as part of The Community Way Phase 2 project, was designed to accommodate the proposed multi-unit residential site and balance the pre and post flows for the Community Way projects.”

The Public Works Department confirmed that “this letter satisfies our previous stormwater concerns and confirms that the pre/post-construction stormwater flows from this subject property have been designed and allocated into the newly constructed stormwater system on Payzant Drive.”

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of the general policies of the WMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to enter into a development agreement to permit an apartment building with up to 90 apartment units and up to 10,000 sq. ft. (929.03 sq. m.) of commercial space on the ground floor on PID 45276441 and 45366986 on Payzant Drive in 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:

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

ATTACHMENTS

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

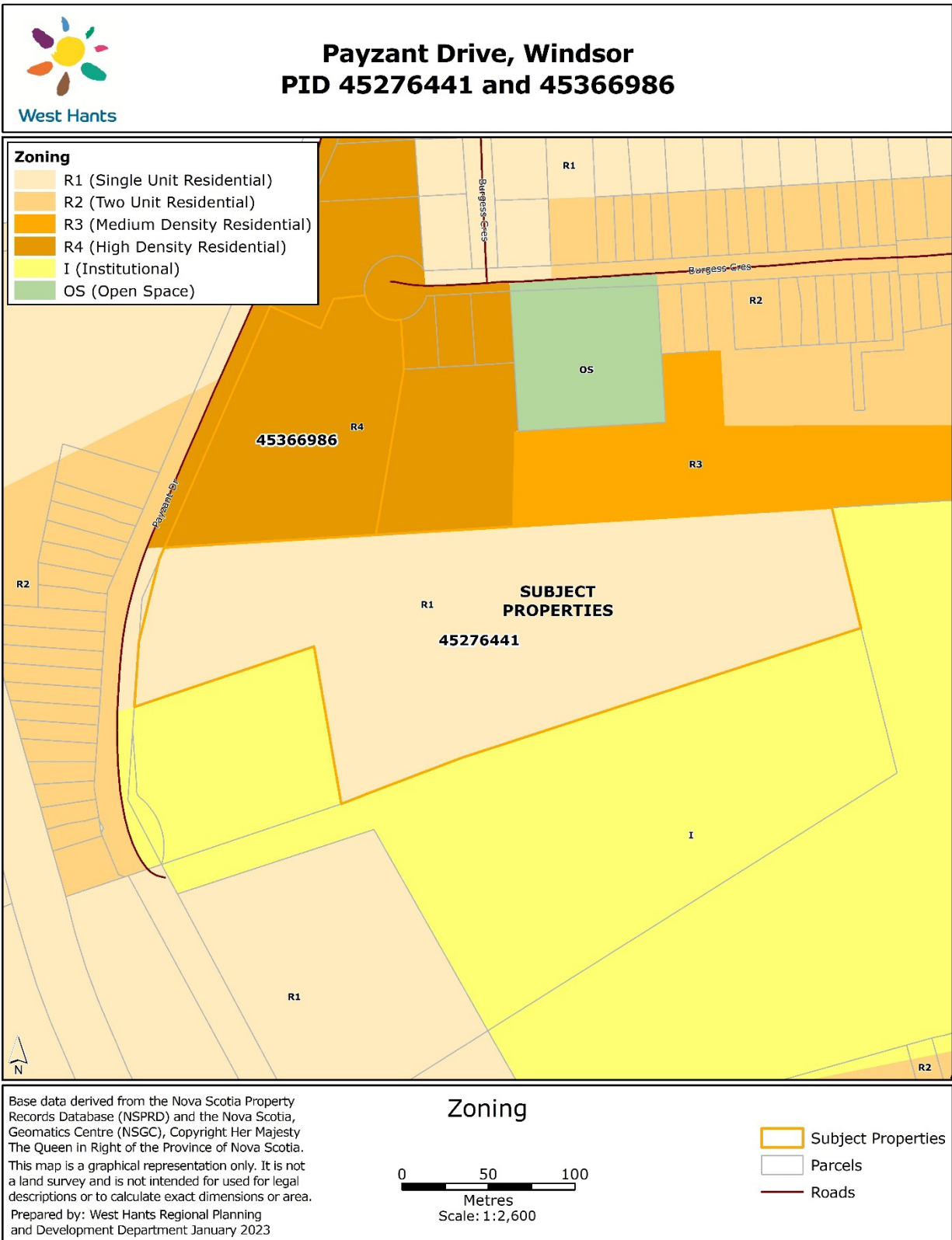
Report Prepared by: _____
Sara Poirier, Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Planner

Figure 1
Windsor GFLUM Extract



Figure 2
Zoning Map Extract



Attachment A
Specific Criteria for Development Agreement

Windsor Municipal Planning Strategy

Policy 5.4.6 It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:

CRITERIA	COMMENT
(a) the proposed use meets one of the following:	
(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	The developer is proposing to construct one new apartment building through the draft development agreement. The maximum height of main buildings permitted in the High Density Residential (R-4) zone in Windsor is three storeys, however Policy 5.5.1 of the Windsor Municipal Planning Strategy allows Council to consider dwellings in excess of three storeys by development agreement. Therefore, the maximum height listed in the draft development agreement is 80 ft. (24.38 m.) which is consistent with the policies and criteria in the Municipal Planning Strategies, as reviewed in this report. The minimum lot frontage requirements, lot size requirements, setback requirements, and the maximum height of accessory buildings in the draft development agreement are generally consistent with the High Density Residential (R-4) zone. The development must be connected to Municipal water and sewer service as outlined in Section 2.8 (b)(i), <i>Water and Sewer Service</i>, of the draft development agreement. Section 2.6, <i>Recreation Space</i>, and Section 2.4 (b), <i>Parking</i>, of the draft development agreement outlines the

	required recreation space and parking spaces for the proposed uses.
(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;	Not applicable as the applicant is proposing to construct a new building.
(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	The Payzant Drive area and the Crossing development currently mostly consists of single storey residential buildings. There are a few two and three storey buildings located on Payzant Drive and Burgess Crescent including the Hants Community Hospital and Avon View High School. The footing permit has been issued for a 6-storey 83-unit apartment building in the Crossing (Building A) and two other 7-storey apartment buildings (Buildings B and C), each with up to 88-units, were recently approved by development agreement. The draft development agreement requires a minimum front and rear yard of 35 ft. (10.67 m.) and a minimum side yard of 15 ft. (4.57 m.) or one-half the height of the building, whichever is greater. These larger yard requirements will minimize the impact of height on the properties fronting on the west side of Payzant Drive. In response to an inquiry, the Development Officer stated “this proposed development is compatible with surrounding neighboring uses.”
(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;	The West Hants Regional Municipality contracted WSP to perform an intersection infrastructure needs assessment in 2021. The intersection of Wentworth Road and Payzant Drive was investigated in the study. Based on

	findings from this study, in conjunction with the Hants County Exhibition Expansion Traffic Impact Study (WSP, May 2021), it was recommended that plans be prepared to upgrade this intersection to a roundabout. A staff report was presented to Committee of the Whole on October 12, 2021 recommending DesignPoint be awarded the contract to design the roundabout for the Wentworth Road at Payzant Drive intersection. The report states that “the Municipality would like to be prepared to call for tenders for a spring/summer construction start, with project completion within the 2022/23 fiscal period.” DesignPoint presented at the January 10, 2023 Committee of the Whole meeting outlining the proposed design for upgrades to the Payzant-Wentworth intersection. Once designs are finalized, the Public Works Department will request authorization from Council to go to tender for construction. The developer provided a traffic study in relation to this proposed apartment building. The Manager of Operations for the Municipal Public Works Department commented that existing streets are adequate to support the development provided that the proposed roundabout be constructed at the Payzant Drive and Wentworth Road intersection. Windsor has a population density of 522 people per sq. km. (Statistics Canada Census for 2022). The Crossing development as currently constructed has a population density of almost double this and this area of Payzant Drive, Burgess Crescent, Underwood Drive and Fraser Drive has a population
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	density almost three and a half times the population density of Windsor. The footing permit has been issued for a 6-storey 83-unit apartment building in the Crossing (Building A) and two other 7-storey apartment buildings (Buildings B and C), each with up to 88-units, were recently approved by development agreement, which would also increase the population density in this area. This proposed apartment building would be consistent with the current and future development plans and population for the area.
(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;	Section 2.2 (g), <i>Development Location and Design</i>, of the draft development agreement requires the developer to keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover. Additionally, Section 2.8 (a)(ii) of the draft development agreement requires the owner to keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties.
(e) adequate on-site parking is provided and parking areas are well designed;	The WLUB currently requires 1.5 parking spaces per dwelling unit and 1 parking space for every 300 sq. ft. of commercial space, each 10 ft. by 20 ft. in size. 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. Additionally, as the commercial uses are limited by size and type, and these commercial uses will most likely serve people

	living in the building or located nearby, the parking requirements for the commercial uses have also been reduced. As outlined in Section 2.4, <i>Parking</i>, of the draft development agreement, parking will be required at one (1) space per dwelling unit and one (1) space for every 500 sq. ft. (46.45 sq. m.) commercial floor area dedicated to commercial uses. Each parking space will have a minimum size of 9 ft. by 20 ft.
(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the development; for conversion of existing buildings, nearby public parks may be deemed sufficient;	Section 2.6, <i>Recreation Space</i>, requires a minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreational space to be provided on the property. This was deemed sufficient by development control staff due to the proposed Community Centre adjacent to the proposed apartment. There is also the Burgess Crescent Park located nearby which will abut Community Way and provide public recreational space for residents in the area.
(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;	These lots abut Payzant Drive and a new street under construction, Community Way. This area of Payzant Drive is a minor collector street as shown on the Transportation Map (Map 2) of the WMPS.
(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;	Not applicable as the subject lots are not located in an Architectural Control District.
(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;	Not applicable as the applicant is proposing to construct new buildings.

(j) any other matter which may be addressed in a development agreement; and	Services such as garbage collection and snow plowing would be the responsibility of the owner of the property. These requirements are outlined in Section 2.10 (a), <i>Waste Collection</i>, and (c), <i>Snow Plowing</i>, of the draft development agreement. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses. All other matters are addressed elsewhere in this report.
(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	Please see Attachment B for further details.

Policy 5.5.1 In any residential zone, Council may consider permitting dwellings in excess of three storeys by development agreement, subject to the following conditions:

CRITERIA	COMMENT
(a) the side yards are at least one-half the height of the building;	Section 2.2 (c) requires the side yards of the buildings to be one-half the height of the building or 15 ft. (4.57 m.) whichever is greater.
(b) the building will in no instance exceed 80 ft (24.38 m) in height;	The maximum height listed in the draft development agreement is 80 ft. (24.38 m.) which ensures the development meets this criterion. The maximum building height is also listed as a substantive matter in the draft development agreement which means that staff have recommended, based on the criteria in 5.5.1 (b), that any future proposed change to the height of the apartment buildings would significantly alter the intent of the development agreement and would go through the entire development agreement process, including Public Hearing before Council, prior to Council making a final decision on the proposed amendment.

(c) the building design, height and scale is compatible with the surrounding area;	As noted in 5.4.6 (b) the building proposed through this development agreement would be consistent with the height and scale of the single, two and three storey buildings constructed on Payzant Drive and the proposed multiple unit buildings already permitted by development agreement on Community Way. The lot is not within an Architectural Design Control District therefore the design of the building was not reviewed as part of this application.
(d) any other matter which may be addressed in a development agreement; and	All other matters have been addresses elsewhere in this report.
(e) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	Please see Attachment B for further details.

Policy 9.1.1 It shall be the intention of Council to consider mixed use residential/commercial developments with two or more dwelling units by development agreement in areas designated Residential subject to the following:

CRITERIA	COMMENT
(a) the density, scale and architectural design of the development are compatible with the surrounding area;	As noted in 5.4.6 (c) and 5.5.1 (c) the development is considered compatible with the density and scale of the surrounding area. The lot is not within an Architectural Design Control District therefore architectural design was not reviewed as part of this application.
(b) the development is reasonably consistent with the provisions of the Architectural Design Manual, if it is located in an Architectural Design Control District;	Not applicable as the lots are not included in an Architectural Design Control District.
(c) the development is reasonably consistent with the yard standards of the underlying zone;	The properties are zoned Single Unit Residential (R-1) and High Density Residential (R-4). As noted in response to 5.4.6 (a)(i), the minimum yard standards in the draft development agreement are consistent with

	the High Density Residential (R-4) zone requirements, which means they would exceed the Single Unit Residential (R-1) zone requirements.
(d) the proposed development does not compromise the residential integrity of the area;	As noted in 5.4.6 (b), (c) and 5.5.1 (c) the proposed development is compatible with the residential character of the area, and it is not anticipated that this development will compromise the residential integrity of the area.
(e) the commercial use is permitted in the General Commercial (GC) zone;	All of the commercial uses listed in the draft development agreement are listed permitted uses in the General Commercial (GC) zone.
(f) the commercial use is located at the street level and does not exceed one-third of the total floor area of the development;	The 10,000 sq. ft. (929.03 sq. m.) of commercial space will be located on the ground floor of the apartment building and does not exceed one-third of the total floor area of the building.
(g) adequate landscaping, open space and natural or artificial buffering is provided;	Section 2.6, <i>Recreational Space</i> , of the draft development agreement requires a minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreational space to be provided on the lot and Section 2.2 (g), <i>Development Location and Design</i> , requires the developer to keep all undeveloped areas of the Properties landscaped.

Attachment B
General Criteria for Development Agreement

Windsor Municipal Planning Strategy

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
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer responded that “there is current availability for Municipal water and sewer at this location”.
(ii) the adequacy of school facilities;	The Regional Executive Director for the Annapolis Valley Regional Centre for Education stated “PID 45276441 is in the Windsor Elementary School, West Hants Middle School, and Avon View High School catchment areas. We have a responsibility to provide public education for students living in the catchment areas served by these schools. We therefore expect our facilities to accommodate any new development.”
(iii) the adequacy of fire protection;	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that access looks acceptable on the drawing however the local Fire Chief should be contacted to confirm. They added that the building will be fully engineer designed including extra requirements for fire protection in accordance with the National Building Code. They noted that the “big thing we need to keep an eye on is water supply with all the development coming as most of these new builds will require sprinkler systems.” Upon request by the Public Works Department the property owners engineer provided a letter regarding proposed fire flows for the proposal. This letter stated

	“During the detail design phase of a project, DesignPoint will perform an analysis to determine whether the fire and domestic flows and pressures for the proposed multi-unit residential site meet Municipal and Provincial regulations and standards. This analysis will involve modeling the existing water system adjacent to the site in conjunction with hydrant flow testing. The results will be summarized and tabulated in a report letter prepared by DesignPoint.” In response to the letter the Municipal Project Engineer stated “As for our previous fire water capacity concerns of the proposed apartment building; this letter is sufficient confirmation that the detailed design by the Developer’s Engineer will determine the need and specification for any fire pumping system that may be required for the apartment building. It is noted explicitly from Public Works that all costs related to the design and installation of the fire pumping system, including piping and related equipment is the responsibility of the Developer.” The local Fire Chief added “my biggest concern would be 360 access around the building for aerial trucks given the height of the structure.” Section 2.5, <i>Fire Safety</i>, of the draft development agreement ensures all of the curbs in the proposed development will be mountable by emergency service vehicles and that access routes shall be maintained to provide unimpeded access to the properties by emergency service vehicles.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	As noted in 5.4.6 (c), the Manager of Operations for the Municipal Public Works Department commented that the existing

	streets are adequate to support the development provided that a roundabout be constructed at the Payzant Drive and Wentworth Road intersection.
(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding this development.
(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Manager of Operations has stated they have no concerns with regard to the adequacy of road networks adjacent to, or leading to the development, or the impact of the development on traffic generation or traffic safety. In terms of pedestrian traffic movement, the draft development agreement requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Payzant Drive and Community Way to the main entrances of the building, as outlined in Section 2.3 (d), <i>Access and Egress</i>. This will ensure suitable infrastructure for safe pedestrian movement within the site. There is no active rail transportation in the vicinity.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	Development control staff commented that “the dimensions, shape and size of the proposed lots intended for development are adequate for this proposal.”
(d) the pattern of development which the proposal might create;	There are a variety of housing types already built in the Payzant Drive area and the Crossing including mini homes, modular homes, single unit, two unit, and multiple unit dwellings. Footing permits have been issued for a 6-storey apartment building in this area and two (2), 7-storey buildings have been recently approved by development agreement on Community Way. This proposal is not anticipated to create a different pattern of development than is

	already being constructed in the area and permitted through approved development agreements.
(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;	The lot is relatively flat and there are no watercourses, marshes or bogs identified on the mapping for the site. As noted in the report, under the simulated flooding extent for probable maximum flood due to climate change scenario of the Windsor MCCAP (2014) 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 Payzant Drive itself may experience flooding. The property owners engineer submitted a letter to the Public Works Department describing the proposed stormwater management for the site. The Public Works Department confirmed that “this letter satisfies our previous stormwater concerns and confirms that the pre/post-construction stormwater flows from this subject property have been designed and allocated into the newly constructed stormwater system on Payzant Drive.”
(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and	All Municipal, Provincial and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	There are no other relevant policies of this Strategy.

Attachment C



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

3229190 NOVA SCOTIA LIMITED a body corporate, with a head office at 99 Windsor 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 parcels of land located on Payzant Drive, PID 45276441 and 45366986, hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS PID 45276441 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned Single Unit Residential (R-1) on the Zoning Map of the Land Use By-law; and

WHEREAS PID 45366986 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned High Density Residential (R-4) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 90 apartment units and up to 10,000 sq. ft. of commercial space within an eight (8) storey apartment building on the Properties (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 multiple unit residential development consisting of three or more units in a Residential designation, Policy 5.5.1 of the Municipal Planning Strategy and Section 6.1 (c) of the Land Use By-law enable Council to consider entering into a development agreement to allow dwellings in excess of three storeys, and Policy 9.1.1 of the Municipal Planning Strategy and Section 6.1 (k) of the Land Use By-law enable Council to consider entering into a development agreement to allow proposals for mixed use residential/commercial developments with two or more dwelling units in the Residential designation; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2023, 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 Definitions

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

- (a) “Active Construction” means that the Owner has active development and building permits for the construction of the apartment building and the associated parking podium, and that construction activity including but not limited to equipment, machinery, and employees, are on-site working towards the necessary building inspections leading to an occupancy permit.
- (b) “Commencement” means the date the Owner begins Active Construction on the apartment building within this Agreement as permitted by an issued development and building permit;

- (c) “Commercial Floor Area” means the total useable floor area within a building used for commercial purposes but excludes washrooms, utility and mechanical rooms, storage rooms and common hallways between stores; and
- (c) “Parking podium” means a concrete structure constructed at least partially under a building or underground that provides parking spaces to the uses within the attached building.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) Municipal Planning Strategy means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor 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 Properties shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) an eight (8) storey apartment building containing up to 90 apartment units and up to 10,000 sq. ft. (929.03 sq. m.) of Commercial Floor Area on the ground floor for commercial uses which shall be limited to the following:
 - Arts and crafts studios including photography
 - Banks and financial institutions
 - Clubs and community organizations
 - Commercial schools
 - Day care centres, licensed or non-licensed
 - Dry cleaning and laundry establishments
 - Entertainment, recreation and assembly uses
 - Offices

- Repair and rental establishments
- Restaurants, excluding drive-through restaurants
- Retail stores including pharmacies
- Service and personal service shops
- Veterinary clinics and animal hospitals; and

(iii) underbuilding, underground and surface parking for the uses within the building.

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

2.2 Development Location and Design

- (a) The Development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.7, *Site Drainage*, of this Agreement provided the side yards are not decreased.
- (c) The apartment building shown on the Site Plan in Schedule B shall be limited to a maximum of 90 dwelling units and up to 10,000 sq. ft. (929.03 sq. m.) of Commercial Floor Area on the ground floor. The building may include underground and underbuilding parking and shall conform to the following requirements:

Minimum Front Yard	35 ft. (10.67 m.)
Minimum Rear Yard	35 ft. (10.67 m.)
Minimum Side Yard	15 ft. (4.57 m.) or one-half the height of the building whichever is greater
Maximum Storey of Main Building	8 storeys
Maximum Building Height	80 ft. (24.38 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)

- (d) The parking podium shall not be located closer than 15 ft. (4.57 m.) from any external lot line whether or not the parking podium is visible above ground.
- (e) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

- (f) A minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.
- (g) The Owner shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be constructed a minimum of 100 ft. (30.48 m.) from a street intersection. The driveways shall be paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.
- (c) The Owner agrees that it will seek and obtain approval in writing from the Municipality before any other driveway from the Development is connected to Payzant Drive or any other public road.
- (d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Payzant Drive and Community Way to the main entrances of the building. The pedestrian walkways shall be constructed so as to create a stable surface and may use permeable construction materials to assist with stormwater retention.

2.4 Parking

- (a) All parking spaces for vehicles using the Properties shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided per dwelling unit and a minimum of one (1) parking space shall be provided for every 500 sq. ft. (46.45 sq. m.) of Commercial Floor Area dedicated to commercial uses on the Properties.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.

- (f) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.13, *Variance*, of this Agreement.

2.5 Fire Safety

- (a) No development permit shall be issued until the location and connection design of any 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 access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Properties by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.6 Recreational Space

A minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreational space shall be provided on the Properties and may include:

- (a) individual balconies; and
- (b) common use landscaped areas.

2.7 Site Drainage

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.

2.8 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (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 or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

- (i) The building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. 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.
- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Properties.

(c) Snow Plowing

The Owner shall have sole responsibility for snow plowing within the Development.

2.9 Maintenance

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

2.10 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 ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.11 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 7:00 a.m. and 9:00 p.m. daily, inclusive.

2.12 Subdivision

- (a) Subdivision of the properties shall be permitted in accordance with the applicable Subdivision By-law. No additional parkland or parkland fees shall be required for subdivision or consolidation of the properties subject to this agreement.

- (b) Any lot(s) subdivided from the portions of PID 45276441 and 45366986 that will be developed under this Agreement, shall no longer be subject to this Agreement.

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 as required in Section 2.2 (c) of this Agreement;
- (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 number of units within the apartment building on the Properties 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 this Agreement.

3.3 The following matters are substantive matters:

- (a) the number of units permitted within the apartment building on the Properties as listed in Section 2.1, *Use*;
- (b) the minimum side yard requirements and maximum building height of the building as listed in Section 2.2, *Development Location and Design*;
- (c) the fire safety requirements listed in Section 2.5, *Fire Safety*;
- (d) the hours of operation for the commercial uses as listed in Section 2.11, *Hours of Operation*.

3.4 Upon conveyance of land by the Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Properties; or
- (b) the Municipality for the purpose of creating or expanding any municipally owned facility or infrastructure in or over the Properties;

registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street or public facility, as the

case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Properties.

- 3.5** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by Council without a public hearing.
- 3.6** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Properties is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.7** 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 Properties until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Owner begins Active Construction on the building within this Agreement as permitted by an issued development and building permit.
- (b) Active Construction shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.

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

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Properties (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 Properties 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 Mitchell W. Brison, 99 Water Street, P.O. Box 280, Windsor, NS, B0N 2T0, or at any other address provided in writing or email 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 in writing or email 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

)

) **3229190 NOVA SCOTIA LIMITED**

)

Per: _____

) Mitchell W. Brison, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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 presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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 presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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, **Mitchell W. Brison**, one of the parties thereto, signed, sealed and delivered the same in 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).

I certify that on this _____, 2023
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Mitchell W. Brison, Nova Scotia, make oath and say that:

1. I Mitchell W. Brison of **3229190 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 _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

MITCHELL W. BRISON, President

Schedule A
Legal Description

PID 45276441

Location: Windsor

Designation of Parcel on Plan: Lot PB-2

Title of Plan: Plan of Resurvey Lot PB-2 Lands Conveyed to Nova Scotia Farm Loan Board

Registration County: Hants

Registration Reference of Plan: 7755

The parcel complies with the subdivision provisions of Part IX of the Municipal Government Act.

PID 45366986

Place Name: PAYZANT DRIVE WINDSOR

Municipality/County: TOWN OF WINDSOR/HANTS COUNTY

Designation of Parcel on Plan: LOT 77AB

Title of Plan: PLAN OF SURVEY OF LOT 77AB, S/D OF LOT 77 & PORTION OF REMAINDER OF LOT AX, LANDS CONVEYED TO ANAHID INVESTMENTS LTD, PAYZANT DRIVE & BURGESS CRESCENT, WINDSOR

Registration County: HANTS COUNTY

Registration Number of Plan: 86093482

Registration Date of Plan: 2006-09-11 11:44:07

Site Plan



Attachment D
Public Information Meeting Notes
February 16 – March 1, 2023
File 22-27

Payzant Drive, Windsor; PID 45276441 and 45366986

Meeting date and time	A virtual Public Information Meeting was held on February 16, 2023, beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Murley (Chair) Three (3) members of staff: • Director Poirier • Planner Dunphy • Meeting Secretary Lake Applicant: • Chrystal Fuller, Brighter Community Planning (Applicants Planner) PAC/HAC members: • Greg Pace • Councillor Ivey • Stefan Palios • Jane Davis • Tasha Rogers The following members of the public requested invites to attend the PIM via Zoom: • Vinciane Mabialah 14 members of the public attended the meeting in-person.
Applicant Mitch Brison, 3229190 Nova Scotia Limited Property Payzant Drive, Windsor; PID 45276441 and 45366986	Planner Poirier outlined the development agreement application to permit one, 8-storey, 90-unit apartment building on a portion of PID 45276441 and 45366986 on Payzant Drive. A formal presentation was made by Chrystal Fuller of Brighter Community Planning on behalf of the applicant.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail, and telephone between February 16 – March 1, 2023.

	2 members of the public spoke at the Public Information Meeting and 2 written comments were received via email. The questions and comments from the public are summarized below. The email responses are attached. The following comments and questions were made at the Public Information Meeting. Staff and applicant responses are included in purple text. PAC/HAC members asked the following questions and made the following comments: • There was clarification requested on the affordability of units in this proposed apartment building. Chrystal replied that these are not affordable units and that as more housing supply (i.e., units) are added to the market the market then becomes more affordable in general as it provides more options for people. These apartment units will all be rentals. • There was clarification requested on the commercial component of the apartment building on the ground floor. Chrystal responded that the commercial uses will be more local in nature to service the residents of the building and the surrounding area. She added that a commercial component makes it more of a vibrant street. • There were comments on the more concentrated demands for water and sewer services and increase in stormwater runoff with hardscaping of the surfaces in relation to developments. • Will there be a connection from Payzant Dr. to King St. as access to the proposed development is important? Sara responded that a proposed intersection at Payzant Dr. and King St. was reviewed by Public Works in relation to an overall intersection study, however it is not anticipated to be constructed at this time. • Will there be consideration for the proposed community centre to become a comfort centre for the residents of this building and future developments? Chrystal commented that comfort centres are typically operated by a municipality. At this time the community centre has not been applied for or reviewed yet, but she will discuss this with the developer.
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	• Access is extremely important as we put more people in this location. Chrystal mentioned that a traffic study was conducted for the site as part of this application. She also described the future connections in the area through Community Way and then to Cole Drive. Members of the public asked the following questions: • Logan asked whether a shadow study been completed for this 8-storey building? Chrystal responded that one has not been conducted to her knowledge. Sara confirmed a shadow study is not currently required for development agreement applications for multiple unit buildings. • Logan asked if it makes sense to block in the high school property on three sides with seniors housing when families need homes too? Does it make sense to focus on this demographic for this development? Chrystal responded that this development will provide more supply for the market which should open up opportunities for housing for everyone else elsewhere. • Logan asked whether a geotechnical study been done on the site? Chrystal responded that this has not been done to date however it is up to the developer to do their due diligence with regards to the property • Logan also asked whether active transportation connectivity has been discussed? Chrystal and Sara responded that this is an active conversation between the Municipality and the developer to ensure connectivity for residents in the area and there will be requirements for walkways to the buildings in the development agreement. • Krista stated concerns about the increased traffic, in particular the roundabout that is proposed at the end of Payzant Drive. Councillor Ivey responded that the project is being considered in conjunction with this additional development and that future connections to Community Way and to Cole Drive will also most likely be constructed by the time this building is being constructed. • Krista asked what is the timeline for construction of the 3 buildings on Community Way? Sara confirmed that the developer has a building permit for one of
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	the three buildings and that they have 10 years to complete the three buildings. • The location is not ideal as it is outside our window.
Adjournment	The meeting was adjourned at 7:00 p.m.

Public Email Responses Submitted for the Application PIM

February 6, 2023

From Suzanne Milner

To Vanessa Lake

I would like to attend the meeting in person please. The letter I received indicated I should contact you if I wanted to attend virtually - I will be attending in person (just in case I need to RSVP).

Thanks

Suzanne

February 7, 2023

From Vanessa Lake

To Suzanne Milner

Good morning!

Thank you for letting us know. There is no need to RVSP, but we appreciate it.

Best,

Vanessa

February 7, 2023

From Suzanne Milner

To Vanessa Lake

Hi Vanessa - I have spent the past 30 minutes on the mini ole website trying to find the traffic study that was completed (2019 I believe but could be wrong) as well as the recommendation (for the Payzant Drive/Wentworth Rd area).

Would you be able to point me to where I might find it LOL.

Thanks

Suzanne

February 8, 2023

From Vanessa Lake

To Suzanne Milner

Hi Suzanne,

Do you mean the development on the location of the old high school? The link to the staff report is here: <https://www.westhants.ca/planning/staff-reports/2022-staff-reports/3826-2022-06-09-recommend-from-staff-to-pac.html> I'm not sure if that contains the traffic information you're looking for. If that's not the file, please let me know. I will also pass this along to our Planners, Sara and Alex, who may have the information you need.

Best,

Vanessa

February 8, 2023

From Suzanne Milner

To Vanessa Lake

I attended the public meeting (virtually) for this as well as the one for Brisons crossing extension (seniors apartments as well as single and duplex buildings on Courtney (I think that is the name)).

At these meetings a councillor referenced a traffic study and subsequent proposal for a roundabout at Payzant/Wentworth.

I am looking for that study and subsequent recommendation!

Many thanks

Suzanne

February 8, 2023

From Sara Poirier

To Suzanne Milner

Hi Suzanne,

My apologies for the delayed response, I was at a conference last week and had to do a little digging to find the report myself. The Windsor Intersection Infrastructure Needs Assessment was attached to a staff report as part of the Committee of the Whole agenda on December 7, 2021. The report starts on pg. 149 here <https://www.westhants.ca/committee-of-the-whole/committee-of-the-whole-packages-april-2020-march-2021/2021-cotw-agenda-packages/3612-2021-12-07-committee-of-the-whole-package-amended-dec-21-2021-1019am/file.html>

There was a presentation made by DesignPoint at the January 10, 2023 outlining the proposed design for upgrades to the Payzant-Wentworth intersection. The presentation starts on pg. 33 here <https://www.westhants.ca/committee-of-the-whole/committee-of-the-whole-packages-april-2020-march-2021/2023-cotw-agenda-packages/4209-2023-01-10-committee-of-the-whole-package-amended-january-12-2023-pdf/file.html>

Please let me know if you require any additional information.

All the best,
Sara

February 7, 2023

From Vinciane Mabialah

To Sara Poirier

Hello Sara,

I have few questions:

- #1- Will the 90 unit apartment building be available for sale?
- #2- Will the storey area, e.g commercial space be available for rent or sale?
- #3- The 90 unit apartment will be a retirement residence or for everyone?
- #4- When will the construction start and end?

Regards,

Vinciane

February 14, 2023

From Sara Poirier

To Vinciane Mabialah

Good morning, Vinciane,

Thank you for your email. Apologies for the late response, I was at a conference last week. I will pass your comments along at the Public Information Meeting. I will also send your questions to the applicants planner, as most questions relate to the business plan of the developer. I will note that the proposal does not include any commercial space within this building.

All the best,
Sara



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Director of Planning and Development

Date: 2023-04-13

Subject: Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Attachment C of the report File #22-29 to the Planning and Heritage Advisory Committee report dated April 13, 2023.

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

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A completed application was received on January 20, 2023, from Jessica Hill to consider permitting a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road. The properties are owned by Allan and Jessica Hill.

DISCUSSION

PID 45166915 is a 7.5-acre lot and PID 45148608 is a 3.4-acre lot, both located on Scotch Village Station Road in Scotch Village. PID 45166915 is currently vacant and the property owners reside in a single unit dwelling on PID 45148608. They are proposing to use the entire PID 45166915 for the campground and a small portion of PID 45148608 for the yoga studio.

The lots are designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1). Part 8.0 of the WHMPS contains the overall intention for Agricultural areas in West Hants. The subject lots are zoned Agricultural Priority Two (AR-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). Part 8.9 of the WHMPS contains the specific policies for properties zoned Agricultural Priority Two (AR-2). Based on the zoning and lot size of the currently vacant PID 45166915, the property owners could apply for any of the permitted uses within the Agricultural Priority Two (AR-2) zone and construct a single or two-unit dwelling or manufactured home as-of-right, pending building permit approval.

The proposed yoga studio and campground including tourist accommodations are only permitted to be considered in the Agricultural Priority Two (AR-2) zone by development agreement.

Proposal

The property owners are proposing to enter into a development agreement to allow a yoga studio and a campground with a variety of tourist accommodations and other accessory uses on the properties. The proposed accommodations on the lots will consist of: ten (10) tent sites, three (3) recreational vehicle (RV) sites, six (6) cabins, and one 3-bedroom lodge. The owners have also requested their existing single unit dwelling on PID 45148608 be permitted to be used for accommodations, as required prior to the campground being fully established. Accessory buildings to those uses may include: an administrative office for guest check-in, washroom facilities and sheds for firewood and utilities. There will be a common fire pit area, playground, and picnic areas on the lots as well. Figure 3 shows the tentative location of these uses. The

property owners have also requested the development agreement allow private indoor or outdoor events to allow them to host a private yoga retreats, small weddings or family reunions on the lots. Permitted uses are listed in Section 2.1, *Use*, of the draft development agreement.

Section 2.13, *Hours of Operation*, of the draft development agreement limits the season of the campground to mid-May to mid-October each year. The administrative office is permitted to operate between 7 a.m. and 7 p.m. daily during that time, with the owners maintaining quiet hours between 10:30 p.m. and 6 a.m. the following day. The property owners plan to open the yoga studio to the general public as well as guests of the accommodations. The yoga studio will be permitted to operate between 7 a.m. and 9 p.m. daily throughout the year. The draft development agreement also limits the number of outdoor private events to eight (8) per year between mid-May to mid-October. The property owners suggested the number of private events be increased to a maximum of twelve (12) during the same time period, however staff are recommending a maximum of eight (8).

The draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River. The draft development agreement allows a maximum of five (5) tent sites within this area, without any type of structure.

The properties are not serviced by Municipal water or sewer therefore any water supply or septic disposal required for these uses would need to be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the property owners. Access for the proposed uses must be approved by the Provincial Department of Public Works and all parking for the proposed uses, including outdoor private events, must be provided on the subject lots. Similar to any other resident within the Municipality who would like to have a small campfire, the property owners must follow all the requirements of the Municipal Outdoors Fires By-law and enforce adherence to the Nova Scotia Department of Natural Resources burn restrictions.

Section 2.12, *Operator Presence*, of the draft development agreement requires the owners or a representative to be present on-site while the campground is in use. This will ensure the requirements of the development agreement are met.

The draft development agreement can be found in Appendix C.

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy 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 amendment.

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

West Hants Land Use By-law

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

- (s) Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the Agricultural Priority Two (AR-2) zone and the Agricultural Priority Three (AR-3) zone outside the Growth Centre, Village and Hamlet designations in accordance with Policies 8.9.4 and 8.10.5 respectively of the Municipal Planning Strategy;

West Hants Municipal Planning Strategy

WHMPS Specific Criteria

Policy 8.9.4 of the WHMPS establishes Council’s intention to consider Rural Commercial (RC) and Recreation Commercial (RecC) uses in the Agricultural Priority Two (AR-2) zone. This policy also outlines the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- an agrologist report was provided in accordance with Policy 8.6.1 and has determined that the development site has constraints which limit the use of land for agricultural purposes;
- the proposed uses will not compromise or adversely affect the operation or integrity of existing agricultural operations; and
- the development is compatible with adjacent land uses with respect to traffic generation and traffic safety and hours of operation.

WHMPS General Criteria

The proposed development will meet the general criteria for development agreements set out in WHMPS 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;
- the Fire Chief, development control staff, Manager of Building and Fire Inspection Services, Manager of Public Works Operations and Nova Scotia Department of Public

Works have no concerns which have not been addressed in this report or the development agreement.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

PID 45166915 is bound by the Herbert River to the south. The Municipal Climate Change Action Plan (MCCAP) for West Hants (2013) Inland Flooding map shows part of the property within the area identified as having a 0.11 - 0.50m depth to water table. Section 4.3.2 of the MCCAP (pg. 40-41) explains the Inland Flooding map in more detail. It states “The Depth to Water Table categories, as seen on the map, indicate quality of drainage: the 0-0.10 m class is generally associated with poor drainage and the 0.11-0.50 m class with imperfect drainage. These areas can be used to infer where water will naturally flow and/or accumulate in the landscape.” It also states “Where imperfectly and poorly drained WAM units are related to rivers and shorelines—which is what has been mapped for West Hants—then potential flood areas may be inferred with caution. Nonetheless, the inland flooding map does detail where more detailed flood risk mapping is warranted.”

Other than the MCCAP mapping, the Municipality has no further mapping of the property related to flood risk and there is currently no Municipal restriction on development of the site in relation to the potential for flooding.

The Province has a Provincial Landscape Viewer mapping available online. On the Provincial mapping it shows floodplain along the Herbert River in the location of the subject lots. In response to an inquiry about the mapping layer a Provincial Landscape Ecologist provided the following information “Theses Floodplain elements are part of ELC layer that represent areas that are adjacent to rivers and streams that are annually or periodically flooded and enriched by sediment. Elements were developed from the base ELC – Ecosections layer. The Ecosections were originally mapped in the 1990s, where we merge adjacent landform polygons of similar attributes (soil texture, drainage and topo position), and produce maps at a scale of 1:50 000 for the entire province. This mapping was developed to support for broad-scale, regional forest and biodiversity planning. As you can likely see there are some alignment issues with this data set. Recent advancement in GIS technology and remote sensing (Lidar) have provided an opportunity to improve the mapped boundaries of the ecological units in the provincial ELC. NS Government is working on update the ELC with this new mapping technology but will not likely be available for the next year or two. My advice to only use this in very broad sense, e.g., there is likely a floodplain along this waterbody. If you need precise mapping, some of DEM datasets are better for property-level planning or zoning or other tactical planning.”

As noted in the descriptions of both the Municipal and Provincial mapping more details flood risk mapping is required for the Municipality.

Local residents have described concerns of PID 45166915 flooding, mentioning that this typically occurs every 3-5 years when ice jams up on a small island downstream of the subject lot causing the river to flood onto this subject lot. Local residents provided pictures from winter in the early 2000's and in 2014 when this has occurred (shown in Attachment E). They noted that water level of the river can vary greatly throughout the year. The water levels in the winter can be very high, especially if ice accumulates in the river, and the water levels can be very shallow in this location in the summer. The main concern of residents in relation to flooding is the potential for septic systems overflowing into the river or any debris contaminating the river from the proposed uses which could impact properties downstream.

Staff contacted the Department of Environment (DoE) in relation to septic systems on properties abutting watercourses and with potential seasonal flooding issues. The representative from the DoE stated "As discussed, the required separation distance of an on-site sewage disposal system from a watercourse or wetland is 15 metres for the water-tight portions of the system (tank) and 30 metres for the non-water-tight portion (distribution trench). On-site sewage disposal systems can be eligible for notification on properties with potential flooding issues provided that they can meet all separation distance requirements, including a 1 metre vertical clearance distance from groundwater." The DoE representative also mentioned that "if the system is a different type not pre-approved by the province and/or designed specifically for the site or can't meet all the required separation distances for the property then it must be completed by an Engineer and be submitted as an approval application. These applications go through the full review process prior to approval and are reviewed by our Regional Engineer." This outlines that there are options available to the property owners to work with a qualified professional to design a septic system for the proposed uses that will most likely be approved by DoE.

The property owner has provided comment that "We know that flooding is certainly a concern for either agriculture or campground infrastructure, however this too has been taken into consideration. Sites at risk of flooding are tent only sites and are unlikely to be in use during times that the Herbert River runs high. The Winter, Early Spring and Late Fall - high times for the river - are off seasons for tent camping. Plus the sites are sufficiently set back from the river to allow the watercourse to do its primary job of absorbing pollutants, reducing stormwater runoff and managing erosion." The property owners are also exploring alternative forms of washroom facilities including composting toilets.

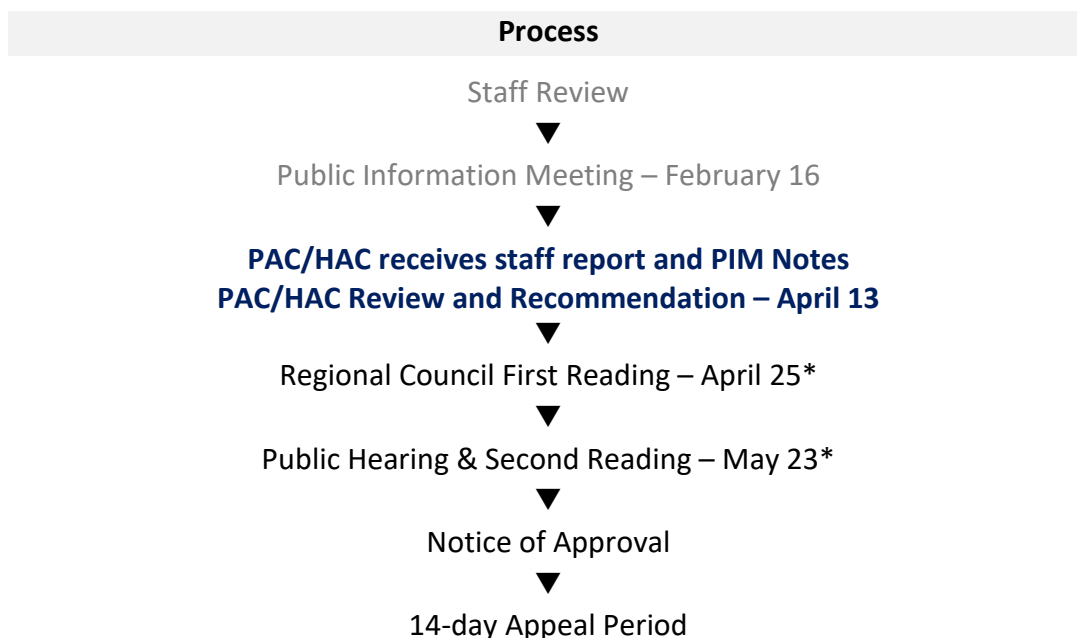
Property owners are ultimately responsible for ensuring that their lots are suitable for the proposed uses. The draft development agreement limits the campground to mid-May to mid-October which should be outside of any time where flooding has been experienced on the subject lot. It requires the property owner or representative to be on site during operation which will ensure the safe use of the subject lots during the campground operating season. The

draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River, in which a maximum of five (5) tent sites will be permitted without any structures. It also requires the property owners to have water supply and septic disposal systems designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at their expense. The owners also are required to clean out washroom facilities at the end of camping season. These clauses will ensure there should be no contamination or safety issues in association with potential seasonal flooding of the property.

The Coastal Flooding map does not show any risk of coastal flooding on the property.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives, policies and criteria of the WHMPS. As a result, it is reasonable to enter into an development agreement to allow a campground, tourist accommodations, a yoga studio and other accessory uses on PID 45166915 on Scotch Village Station Road.



*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:

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

ATTACHMENTS

Figure 1	West Hants GFLUM Extract
Figure 2	West Hants Zoning Map Extract
Figure 3	Proposal Submitted by Property Owners
Attachment A	Specific Criteria for a Development Agreement
Attachment B	General Criteria for a Development Agreement
Attachment C	Draft Development Agreement
Attachment D	Agrologist Report for PID 45166915
Attachment E	Public Information Meeting Notes

Report Prepared by: _____
Sara Poirier, Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Planner

Figure 1
West Hants GFLUM Extract

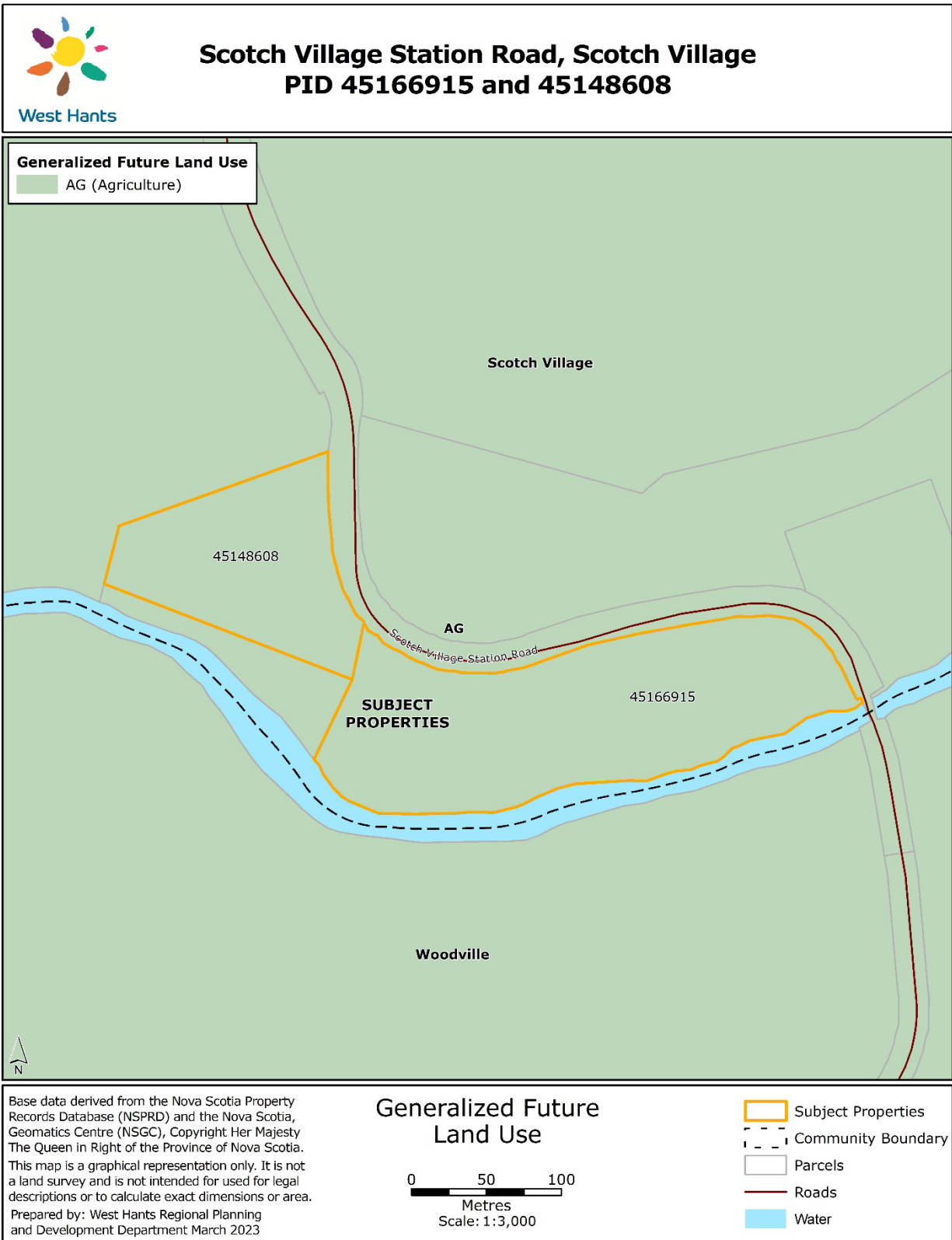


Figure 2
West Hants Zoning Map Extract

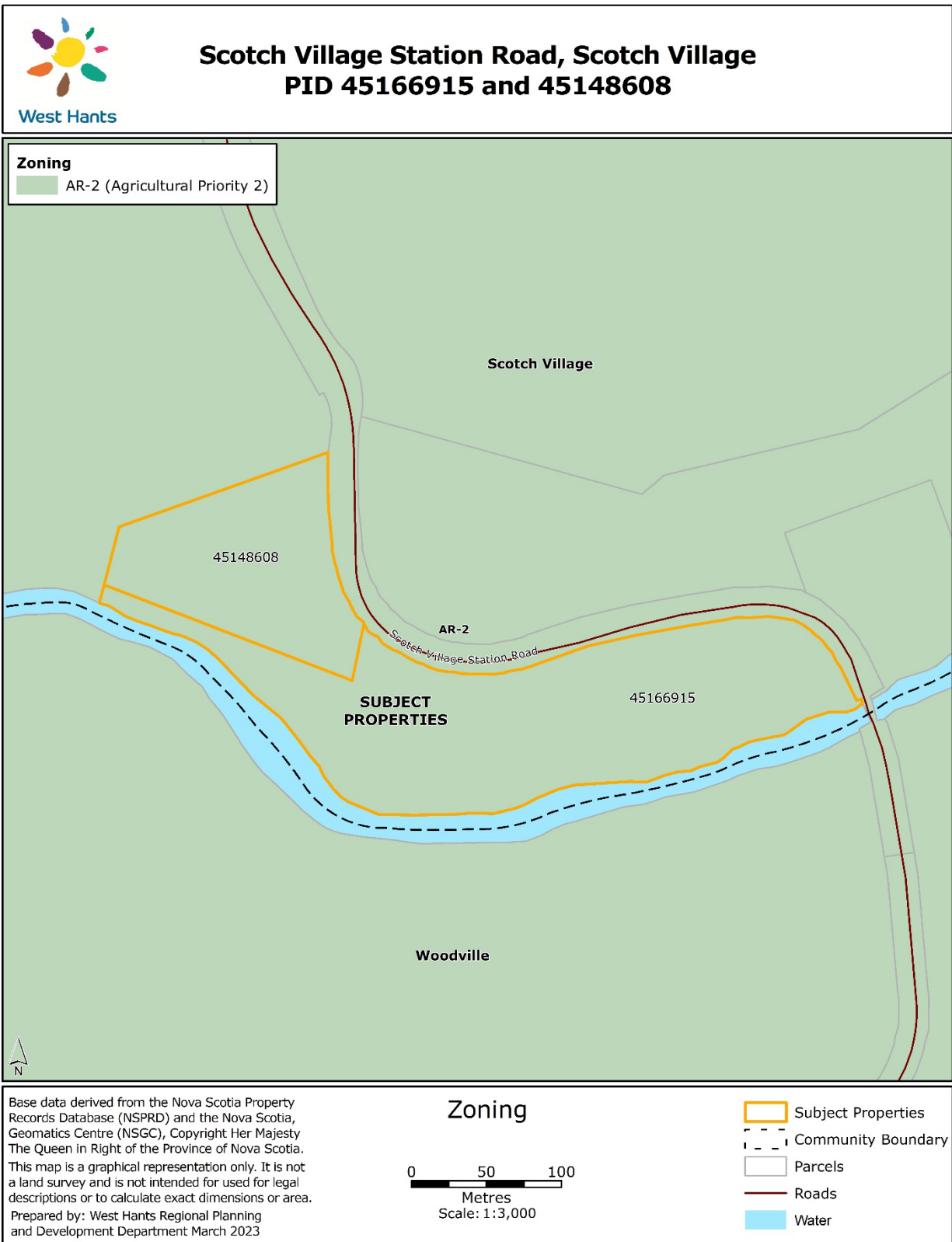
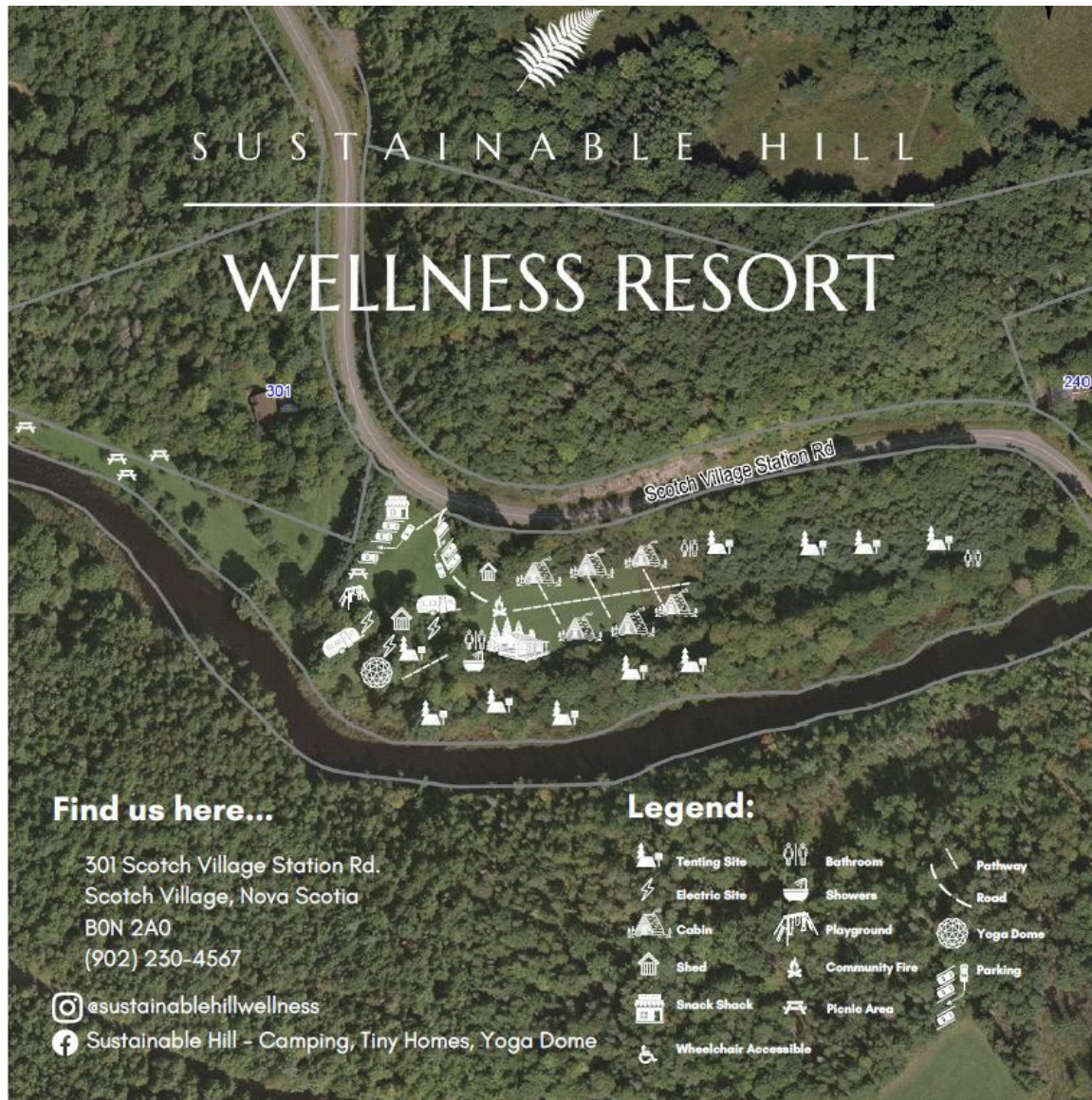


Figure 3
Proposal Submitted by Property Owners



Attachment A
Specific Criteria for Development Agreement

Policy 8.9.4 It shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the AR-2 zone by development agreement subject to the following:

CRITERIA	COMMENT
<i>(a) the development site has been determined to have little or no agricultural capability in accordance with Policy 8.6.1;</i>	See below.
<i>(b) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i>	PID 45166915 is a 7.5-acre lot bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). The draft development agreement requires approved access to the lots by Nova Scotia Department of Public Works, on-site parking and regulates hours of operation for the proposed uses. It is not anticipated that the proposed uses will adversely affect any existing agricultural operations.
<i>(c) the predominant agricultural character of the area will not be adversely affected;</i>	It is not uncommon for Rural Commercial (RC) and Recreation Commercial (RecC) uses to occur in agricultural areas. For example, the Beech Brook Campground in Ardoise and Smileys Provincial Park and Campground in McKay Section are located within the Agricultural designation. This proposal is on a smaller scale, more suitable to the size of the subject lot. All proposed uses and required parking must be provided on the subject lots. It is not anticipated to adversely affect the agricultural character of the area.

<i>(d) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i>	All structures will need to meet the setback and yard requirements of the underlying Agriculture Priority Two (AR-2) zone. As PID 45166915 is bound by the Herbert River and Scotch Village Station Road the only additional buffer required in the draft development agreement is a 50 ft. (15.24 m.) wide natural buffer of trees abutting the Herbert River. A maximum of five (5) tent sites are permitted within this area however no structures shall be constructed within the buffer. The draft development agreement also requires that the property owners will keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover
<i>(e) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i>	The Recreation Commercial (RecC) campground requires a larger property than it typically found in a Growth Centre, Village or Hamlet.
<i>(f) safe and efficient roadway access is provided;</i>	Scotch Village Station Road is a Provincially owned road under the jurisdiction of the Department of Public Works (DPW). The DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact. Any existing access on the property or any proposed new access locations will need to be assessed for the proposed future uses.” DPW added that “the developer is advised that a Work Within Highway Right-of-Way permit will be required. Applications submissions shall include a complete intersection design. The access design must also include turning templates for an appropriate design vehicle

	that demonstrates the site can be used without off-tracking.” This would all be required to be provided prior to the property owners receiving development permits for the proposed uses.
<i>(g) adequate on-site parking is provided;</i>	All parking required for the proposed uses must be provided on the subject lots. Parking requirements outlined in the draft development agreement ensure at least one (1) parking space is provided for every tent site and one (1) parking space is provided for every 100 sq. ft. (9.29 sq. m.) gross floor area dedicated to the yoga studio. Parking for outdoor events shall be in addition to the parking requirements above. The parking spaces shall be a minimum of 10 ft. x 20 ft. (3.05 m. x 6.10 m.).
<i>(h) the development is compatible with adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	The DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact.”
<i>(ii) hours of operation;</i>	The draft development agreement limits the campground to operate from mid-May to mid-October. The hours of operation of the administrative office for the campground are between 7 a.m. and 7 p.m. daily, Monday to Sunday, inclusive. The Campground must maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day. The draft development agreement permits the yoga studio to operate between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive.

	The draft development agreement also permits a maximum of eight (8) outdoor private events per year between mid-May to mid-October. Outdoor private events shall be permitted to operate between 7 a.m. and 9 p.m. daily, or 7 a.m. and 11 p.m. Thursday through Saturdays if enclosed in a temporary structure. These hours of operation would be compatible with the adjacent agricultural and residential uses.
<i>(iii) size and design of building(s);</i>	All structures will require the appropriate building and development permits prior to construction.
<i>(iv) signage; and</i>	Signage and illumination will be regulated under sections 5.18 and 7.0 of the LUB which controls lighting, size, location, and number of signs. The draft development agreement allows one additional ground sign to be permitted in association with the campground.
<i>(v) pedestrian circulation and safety;</i>	No impact on pedestrian traffic or safety is anticipated. It is anticipated that people will drive to and from the subject lots for the proposed uses. It is not anticipated that people will walk to the property for the proposed use. There will be trails located on the subject lots for people staying at the campground to walk from the parking area to their tent site.
<i>(i) any other matter which may be addressed in a development agreement;</i>	Staff reviewed the 2005 Provincial report entitled " <i>A Guide to Starting and Operating a Campground Business in Nova Scotia</i> ". Section 7.2 of the report describes design guidelines and suggestions for campgrounds

	in Nova Scotia and notes that Federal and Provincial park planning standards call for a development standard of between four and eight sites per acre (gross). This proposed campground being on a 7.5-acre lot and proposing a total of up to 28 separate sites/bedrooms would meet this guideline. As the campground is proposed on a property located within the agriculture designation and is zoned Agriculture Priority Two (AR-2), topsoil removal and the development of new public streets or private roads will be prohibited in accordance with WHMPS Policy 8.3.1 and 8.4.1 and the WHLUB 18.12. To ensure the campground is maintained and requirements of the draft development agreement are enforced, a clause was added to require the owners or representative of the owner to be present on-site while the campground is in use. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses. All other matters are addressed elsewhere in this report.
<i>(j) Policy 16.3.1.</i>	Please see Attachment B for further details.

As stated in Policy 8.9.4 (a) the development site shall have little or no agricultural capability in accordance with Policy 8.6.1. Policy 8.6.1 is reviewed below.

Policy 8.6.1 It shall be the policy of Council to consider certain non-farm development, pursuant to the relevant specific policies of this Part, on land within the Agricultural designation that has been determined to have little or no agricultural capability. A determination of agricultural capability shall be based on the following:

CRITERIA	COMMENT
<i>(a) 90 percent or more of the development site is an existing or abandoned resource extraction site such as a sand pit, gravel pit or quarry for which a permit for extraction has been issued by the Province of Nova Scotia. The resource extraction must have been existing or abandoned prior to the effective date of this Strategy; or</i>	Not applicable as this property is not an existing or abandoned resource extraction site.
<i>(b) if not a resource extraction site, a study has been prepared by a professional agrologist, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations and:</i>	A study has been prepared by a professional agrologist for PID 45166915, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations. PID 45148608 was not included in the study as the proposed uses are to be contained within existing buildings or within temporary structures on the lot.
<i>(i) 90 percent or more of the development site has soils defined as Class 4 or lower capability for agriculture; or</i>	Not applicable, as the agrologist report has identified the soils on the property to be mainly Class 3 with some Class 2 in areas.
<i>(ii) the soils have a capability for agriculture rating better than Class 4, but 90 percent or more of the development site exhibits severe limitations for agricultural use because of slope, stoniness, salinity, wetness, permeability, depth of soils, size of parcel or proximity to non-farm buildings;</i>	The agrologist reports that the land is rated as Canada Land Inventory (CLI) Class 3 with some Class 2 land in areas but has constraints which limit the use of the land for agriculture. These limitations which influence the viability for agricultural production were identified as “the plot size and shape, as well as the propensity towards flooding as it is interval land”. The lot is not currently in agricultural production and would not result in a loss of production based on the proposed use.

<i>(c) the study shall:</i>	
<i>(i) be prepared by a registered full member of the Nova Scotia Institute of Agrologists;</i>	Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA).
<i>(ii) require a site inspection by the agrologist;</i>	The agrologist performed a site inspection on Thursday, November 10, 2022.
<i>(iii) specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;</i>	The agrologist report specifies that soil capability for agricultural uses was determined by assessing the Soil Map of Hants County sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. The agrologist confirmed the information from the mapping during the site visit.
<i>(iv) identify any major site features or characteristics which influence or determine soil capability including, but not limited to, slope, soil texture, stoniness, wetness, salinity, permeability, and depth of soils;</i>	Refer to the Study Criteria section in Attachment D.
<i>(v) include a site plan illustrating the area studied and any relevant site features;</i>	Included within Attachment D.
<i>(vi) identify reasons why the use would be compatible with, or not adversely affect, area farms. Reference should be made to the following where applicable: site and locational constraints; infilling between existing non-farm development; logical extension of existing non-farm development; special use with special locational requirements; current pattern of development; parcel size and shape; surrounding land uses;</i>	The agrologist interviewed property owners within 500 m. of the subject lot and reported their findings in the Impact on Neighbouring Farms section of Attachment D. In summary the agrologist report states that moving “this land parcel from AR-2 to recreation commercial to develop a wellness retreat may potentially have some adverse effect on neighbouring agricultural properties, mostly from nuisance and liability perspective.” The

<i>context within which the parcel fits into the farming area; viability of the parcel and remnant for farming; and existing, past and future use of the parcel and remnant;</i>	property owner has added that “we plan to have garbage, recycling and compost facilities on site. We will make our resort’s property lines well known through the use of site maps and signage. Although we cannot control what people do off our property, we don’t anticipate the guests we attract will be inconsiderate. We invite guests to share in our personal values of respect for nature and we vow to participate in the protection of endangered species such as the lady’s slipper flower.” As this is a development agreement application, many of the concerns from adjacent property owners can be mitigated by adding clauses in the draft development agreement in relation to signage, garbage collection, hours of operation, etc.
<i>(vii) indicate the implications of letting the parcel go out of agricultural production; and</i>	The agrologist report states that “removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not farmed prior to this request”.
<i>(viii) indicate the implications of fragmenting the land.</i>	PID 45166915 is a 7.5-acre lot bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). The lot is not currently in agricultural production and would not result in fragmentation of agricultural land.

Attachment B
General Criteria for Development Agreement

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

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Municipal Project Engineer stated that “there is no municipal water or sewer in this area.” Any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.
<i>(ii) the adequacy of school facilities;</i>	No inquiry was submitted to the Director of Operations for the Annapolis Valley Regional Centre for Education related to this application as the proposed use does not include any full-time residential uses.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	In response to an inquiry, the Manager of Building and Fire Inspection Services stated there should be no issues from their perspective. They added that the property owners may want to review the requirements for accessibility under the Nova Scotia Building Code Regulations. The Building Code requirements will need to be met during the construction of the proposed buildings. The local Fire Chief does not have any concerns regarding the adequacy of fire protection for the proposed uses.

<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	As noted in 8.9.4 (h)(i), the DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact.”
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i>	The Municipal Project Engineer stated that “there is no municipal water or sewer in this area.” Any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	As noted in 8.9.4 (f) the DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact. Any existing access on the property or any proposed new access locations will need to be assessed for the proposed future uses.” DPW added that “the developer is advised that a Work Within Highway Right-of-Way permit will be required. Applications submissions shall include a complete intersection design. The access design must also include turning templates for an appropriate design vehicle that demonstrates the site can be used without off-tracking.” This would all be required to be provided prior to the property owners receiving development permits for the proposed uses. There is no rail transportation in this area. No impact on pedestrian traffic or safety is anticipated.

<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	Development control staff commented that “the dimensions, shape and size of the proposed lots intended for the development are adequate for this proposal.”
<i>(e) the pattern of development which the proposal might create;</i>	This proposal is not anticipated to change the pattern of development in the area. Development control staff noted that as the campground becomes popular and attracts people to the area, other property owners may see the opportunity to convert their properties to non-agriculture related uses. However, as an agrologist report is required for each unique proposal within the Agricultural Priority Two (AR-2) and Agricultural Priority Three (AR-3) zones this ensures each case is considered separately.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses and wetlands, and susceptibility of flooding;</i>	PID 45166915 is relatively flat and bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). PID 45148608 slopes upward from PID 45166915 to level off where the single unit dwelling is, then slopes upward to the north. There are no evident concerns in terms of steepness of grade, soil or geological conditions. There is a water body called the Herbert River along the south property line of PID 45166915. The MCCAP for West Hants (2013) Inland Flooding map shows part of the property within the area identified as having a 0.11 - 0.50m depth to water table, which is described as having imperfect drainage. The MCCAP states “These areas can be used to

	infer where water will naturally flow and/or accumulate in the landscape.” Local residents have described concerns of PID 45166915 flooding, mentioning that this typically occurs every 3-5 years when ice jams up on a small island downstream of the subject lot causing the river to flood onto this subject lot. Local residents provided pictures from winter in the early 2000’s and in 2014 when this has occurred. They noted that water level of the river can vary greatly throughout the year. The water levels in the winter can be very high, especially if ice accumulates in the river, and the water levels can be very shallow in this location in the summer. The main concern of residents in relation to flooding is the potential septic system overflowing into the river or any debris contaminating the river from the proposed uses which could impact properties downstream. Staff contacted the Department of Environment (DoE) in relation to septic systems near watercourses and with potential seasonal flooding issues. The representative from the DoE stated “As discussed, the required separation distance of an on-site sewage disposal system from a watercourse or wetland is 15 metres for the water-tight portions of the system (tank) and 30 metres for the non-water-tight portion (distribution trench). On-site sewage disposal systems can be eligible for notification on properties with potential flooding issues provided that they can meet all separation distance requirements, including a 1 metre vertical clearance distance from
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	groundwater.” The DoE representative also mentioned that “if the system is a different type not pre-approved by the province and/or designed specifically for the site or can’t meet all the required separation distances for the property then it must be completed by an Engineer and be submitted as an approval application. These applications go through the full review process prior to approval and are reviewed by our Regional Engineer.” This outlines that there are options available to the property owners to work with a qualified professional to design a septic system for the proposed uses that will most likely be approved by DoE. The property owner has provided comment that “We know that flooding is certainly a concern for either agriculture or campground infrastructure, however this too has been taken into consideration. Sites at risk of flooding are tent only sites and are unlikely to be in use during times that the Herbert River runs high. The Winter, Early Spring and Late Fall - high times for the river - are off seasons for tent camping. Plus the sites are sufficiently set back from the river to allow the watercourse to do its primary job of absorbing pollutants, reducing stormwater runoff and managing erosion. Finally, we plan to use building materials for our infrastructure that is water resistant and able to withstand a hurricane.” The property owners are also exploring alternative forms of washroom facilities including composting toilets which would not require a distribution trench and would be emptied regularly.
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	Property owners are ultimately responsible for ensuring that their lots are suitable for the proposed uses. The draft development agreement limits the campground to mid-May to mid-October which should be outside of any time where flooding has been experienced on the subject lot. It requires the property owner or representative to be on site during operation which will ensure the safe use of the subject lots during the campground operating season. The draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River, in which a maximum of five (5) tent sites will be permitted without any structures. It also requires the property owners to have water supply and septic disposal systems designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at their expense. The owners also are required to clean out washroom facilities at the end of camping season. These clauses will ensure there should be no contamination or safety issues in association with potential seasonal flooding of the property. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
<i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial and Federal regulations will have to be met.

<i>(h) any other matter required by relevant policies of this Strategy.</i>	There are no other relevant policies of this Strategy.
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Attachment C
Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

Allan and Jessica Hill, of 301 Scotch Village Station Road, Scotch Village, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owners”)

OF THE SECOND PART

WHEREAS the Owners are the registered owners of parcels of land located on Scotch Village Station Road, PID 45166915 and 45148608, hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Agriculture on the Generalized Future Land Use Map of the Municipal Planning Strategy, zoned Agricultural Priority Two (AR-2) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owners have requested that the Municipality enter into a development agreement to permit a yoga studio and campground with a variety of tourist accommodations and other accessory uses on the Properties (the “Development”); and

WHEREAS Policy 8.9.4 of the Municipal Planning Strategy and Section 6.1 (s) of the Land Use By-law enable Council to consider entering into a development agreement to allow Rural Commercial (RC) and Recreation Commercial (RecC) uses in the Agricultural Priority Two (AR-2) zone; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2023 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 Definitions

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

- (a) “Campground” means an area of land used to provide a range of short-term accommodations to the travelling or vacationing public which adheres to the regulations outlined in the Tourist Accommodations Act. The Campground includes but is not limited to tent sites, recreational vehicle sites, separate buildings each containing a one or two-bedroom rental units used as an alternative form of accommodation, and a lodge, and includes accessory facilities which support the use such as administration offices, washroom facilities, storage sheds, and communal areas such as a common fire pit, playground and picnic tables. The Campground does not include the use of mobile homes or trailers on a permanent year-round basis.
- (b) “Private events” means a building, structure, land or part thereof used to host commercial events including, but not limited to, weddings, family reunions, or other gatherings and may include the consumption of food and alcoholic beverages but shall not include a restaurant.
- (c) “Recreational vehicle site” means a designated pad for the traveling or vacationing public to park their recreational vehicle or to stay within a

recreational vehicle provided by the Owners. The recreational vehicle sites may have three-way service, provided the Owners received all necessary permits from Nova Scotia Power and the Department of Environment.

- (d) “Tent site” means a designated pad for travelling or vacationing public to pitch their own tent or to stay in a tent provided by the Owners.
- (e) “Yoga studio” means an indoor recreational use where classes are taught by an instructor. The yoga studio may be open to guests of the Campground and the general public.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

- Schedule A - Legal Description
- Schedule B – Concept Plan

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

- (a) *Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, effective on June 26, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the West Hants Land Use By-law, effective on June 26, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the West Hants Subdivision By-law, effective on June 26, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) a yoga studio;
- (c) campground accommodations and facilities, including accessory building and structures;
- (d) tourist accommodations; and
- (e) private indoor or outdoor events.

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

2.2 Development Location and Design

- (a) The existing single unit dwelling on PID 45148608 may be permitted to be used as tourist accommodations, provided sufficient driveway access and parking can be provided on the lot as outlined in Section 2.5 and 2.7;
- (b) A single unit dwelling with a maximum of three (3) bedrooms may be constructed on PID 45166915 to be used for tourist accommodations with shared washroom and kitchen facilities, and may be referred to as a lodge in this Agreement.
- (c) The campground shall be located completely within PID 45166915 on Scotch Village Station Road and consist of no more than ten (10) tent sites, three (3) recreational vehicle sites, six (6) one or two-bedroom rental units, and one (1) three-bedroom lodge in the area identified as Campground on the Site Layout in Schedule B.
- (d) An administrative office for guest check-in shall be limited to 800 sq. ft. (74.32 sq. m.) or less in size and be located on PID 45166915 in the area identified as Administrative Office / Store on the Site Layout in Schedule B and shall be permitted to sell items to guests of the campground.
- (e) A yoga studio shall be located in the area identified as Campground or Yoga Studio on Schedule B.
- (f) A temporary structure may be erected for an outdoor private event and follow the provisions for temporary structures as outlined in Section 5.44 of the Land Use By-law, *Temporary Uses, Building and Structures Permitted*.
- (g) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).
- (h) The Owners shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Setbacks and Buffering

- (a) A 50 ft. (15.24 m.) wide natural buffer of trees shall be kept along the lot line of PID 45166915 abutting the Herbert River. A maximum of five (5) tent sites shall be permitted within this area. No structures shall be constructed in this area.
- (b) There shall be at least 10 ft. (3.05 m.) between each tent site and recreational vehicle site.

- (c) All other setbacks and yards shall be consistent with the underlying zone requirements for single unit dwellings in the Land Use By-law.

2.4 Removal of Topsoil

Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

2.5 Access and Egress

The main access/egress to the lots shall be directly from Scotch Village Station Road. The driveways shall be approved for commercial access by the Nova Scotia Department of Public Works prior to the campground and yoga studio opening to the public. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.6 Private Roads

No new public street or private road shall be permitted in association with this development.

2.7 Parking

- (a) All parking spaces for vehicles using the Properties shall be located on the lots.
- (b) A minimum of one (1) parking space shall be provided per tent site, recreational vehicle site, and per room of tourist accommodations.
- (c) A minimum of one (1) parking space shall be required for every 100 sq. ft. (9.29 sq. m.) gross floor area dedicated to the yoga studio.
- (d) Parking for outdoor private events shall be in addition to the parking provided above.
- (e) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owners. They may be constructed using permeable construction materials to assist with stormwater retention.
- (f) Each parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.10 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.10 m.) wide.
- (g) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.17, *Variance*, of this Agreement.

2.8 Fire Safety

A communal fire pit area will be permitted in the campground and shall be confined to an acceptable appliance and follow all the requirements of the Municipal Outdoors Fires By-law. The Owners must enforce adherence to the Nova Scotia Department of Natural Resources burn restrictions and any other applicable Provincial legislation.

2.9 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owners shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Owners shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

PID 45166915 is not serviced by municipal water and sewer. Any water supply or septic disposal required for any of the uses described in Section 2.1, *Use*, shall be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the Owners. All washroom facilities shall be regularly maintained and cleaned out at the end of the camping season.

(c) Snow Plowing

The Owners shall have sole responsibility for snow plowing within the Development.

2.10 Signs and Lighting

- (a) 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. One additional ground sign with lighting may be permitted to assist Campground users arriving after dark. The ground sign may be a maximum height of 35 ft. (10.67 m.) and a maximum area of 50 sq. ft. (4.64 sq. m.).
- (b) Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.11 Storage

Open storage shall be screened from adjacent residential properties by a continuous row of trees, a hedge, a fence, or a combination of the foregoing arranged to form a dense or opaque screen.

2.12 Operator Presence

The Owners, or a representative of the Owners, shall be present on-site while the Campground is in use.

2.13 Hours of Operation

- (a) The Campground shall be permitted to operate from mid-May to mid-October each year. The general office hours for the administrative office shall be between 7 a.m. and 7 p.m. daily, Monday to Sunday, inclusive. The Campground shall maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day.
- (b) The yoga studio shall be permitted to operate between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive.
- (c) A maximum of eight (8) outdoor private events shall be permitted between mid-May to mid-October. Outdoor private events shall be permitted to operate between 7 a.m. and 9 p.m. daily, or 7 a.m. and 11 p.m. Thursday through Saturdays, if enclosed in a temporary structure.

2.14 Site Drainage

The Owners 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 agree to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.15 Maintenance

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

2.16 Phasing

- (a) The Municipality and the Owners acknowledge that the Development as shown on Schedule B is a phased Development. The Development location and design shall be generally consistent with the concept plan shown in Schedule B.
- (b) Phase 1 may include the development of:
 - (i) a yoga studio in the area identified as Campground or Yoga Studio on Schedule B;
 - (ii) a maximum of ten (10) tent sites and three (3) recreational vehicle sites within the area identified as Campground on Schedule B;
 - (iii) an administrative office within the area identified as Administrative Office / Store on Schedule B; and
 - (iv) accessory uses to any of the uses listed above.
- (c) Phase 2 may include the development of:
 - (i) a maximum of six (6) one or two-bedroom rental units within the area identified as Campground on Schedule B;
 - (ii) one (1) three-bedroom single unit dwelling within the area identified as Campground on Schedule B; and
 - (iii) accessory uses to any of the uses listed above.
- (d) Phase 1 and all relevant infrastructure shall be completed within forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement shall no longer be permitted and this Agreement may be discharged in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension without such an extension being deemed to be an amendment to this Agreement.
- (e) Construction of Phase 2 and all relevant infrastructure shall be completed within sixty (60) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, Development shall no longer be permitted and this Agreement may be discharged in part solely at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the

Municipality, by resolution of Council, may grant an extension without such an extension being deemed to be an amendment to this Agreement.

2.17 Variance

In accordance with Section 5.48 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*:

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

PART 3 CHANGES AND DISCHARGE

3.1 The Owners shall not vary or change the use of the Properties 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 Properties as listed in Section 2.1, *Use*;
- (b) the number of tent sites, recreational vehicle sites, and buildings/rooms permitted for tourist accommodations on the Properties as listed in Section 2.2, *Development Location and Design*;
- (c) the buffering requirements as listed in Section 2.3, *Setbacks and Buffering*; and
- (d) the hours of operation as listed in Section 2.13, *Hours of Operation*.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

3.5 Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners following a resolution of Council to give such Notice:

- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement;
or
- (b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

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

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

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owners may not commence any construction or use on the Properties 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 twelve (12) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owners are bona fide delayed from commencing the Development for reasons which are beyond the Owners control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owners from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Properties (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 Owners about the suitability of the Properties for the Development proposed by this Agreement. The Owners assume all risks and must ensure that any proposed Development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

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

5.6 Costs

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Allan and Jessica Hill, 301 Scotch Village Station Road, Scotch Village, NS, B0N 2A0, or at any other address provided by the Owners.
- (b) The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owners.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

Per: _____

) Allan Hill

)

)

Per: _____

) Jessica Hill

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2023, 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 presence.

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2023, 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 presence.

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2023, 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, **Allan Hill**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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, **Jessica Hill**, one of the parties thereto, signed, sealed and delivered the same in 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).

I certify that on this _____, 2023
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Allan and Jessica Hill, the “Deponents”, make oath and swear that:

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

I certify that on this _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Allan Hill

Jessica Hill

Schedule A
Legal Description

PID 45166915

ALL THAT LOT OF LAND AND PREMISES situate at Scotch Village, in the County of Hants, Province of Nova Scotia, which in a Deed from Lloyd Salter and Julia Salter to L. & K. Enterprises Limited bearing date the 14th day of June, A.D., 1976, recorded in the Office of the Registrar of Deeds for Hants County in Book 355 at Page 492, is bounded and described as follows:

ALL THAT PIECE, parcel and lot of land situate, lying and being adjacent to the Station Road so called, at or near the Village of Scotch Village, in the County of Hants, Province of Nova Scotia, more particularly described as follows:

BEGINNING at a point on the north side of the Herbert River at the northwest corner of the Herbert River Bridge;

THENCE north and northwesterly along the south side of the Station Road so called, a distance of 1,460 feet more or less to a survey marker;

THENCE due west a distance of 620 feet more or less to the high water mark of the Herbert River;

THENCE in an easterly and southeasterly direction along the several courses of the north side of the Herbert River to the place of beginning.

EXCEPTING AND RESERVING therefrom the following Lot:

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1

Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants County as Plan No. 5310.

PID 45148608

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1

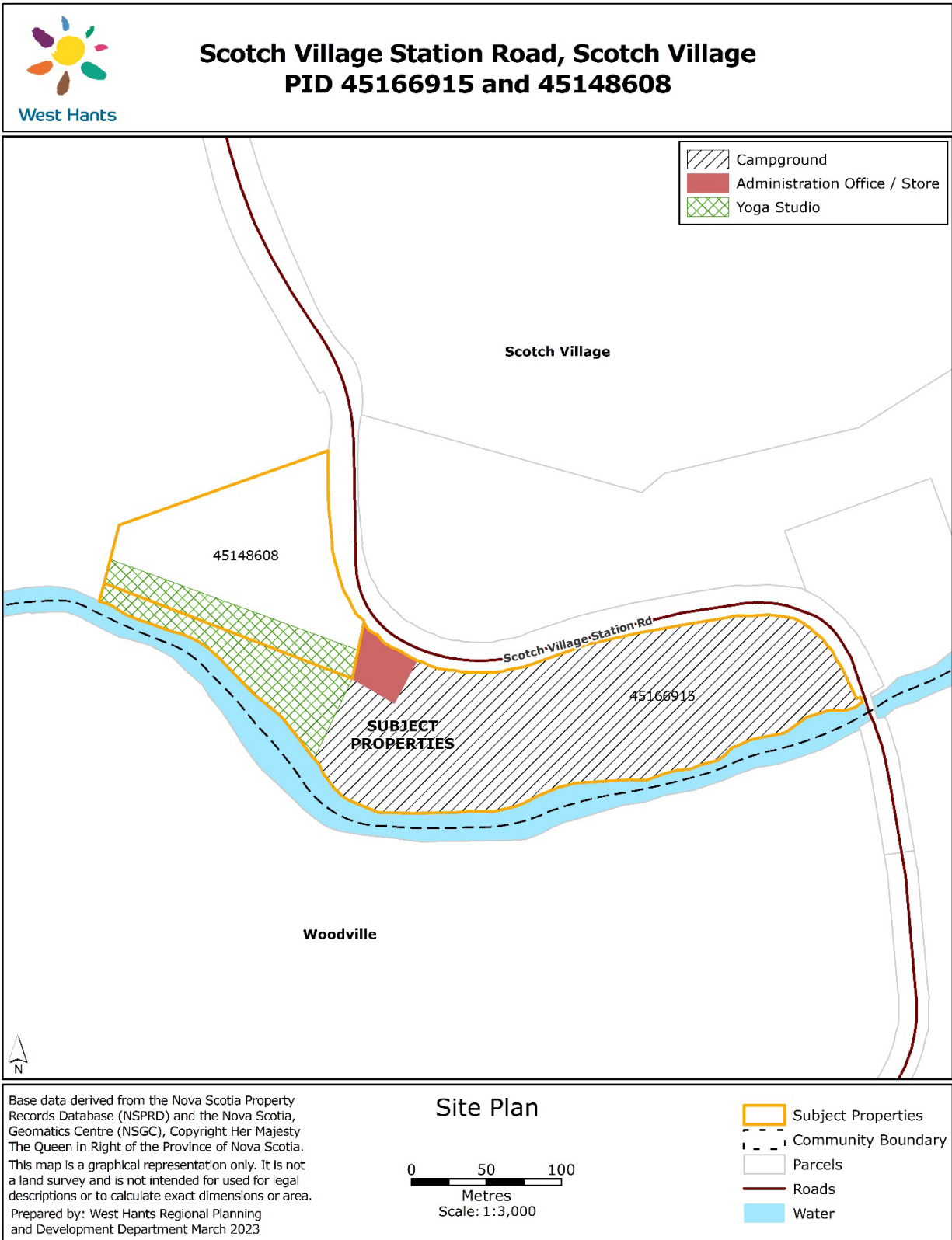
Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as Plan No. 5310.

**Schedule B
Concept Plan**



Attachment D
Agrologist Report

**PROFESSIONAL AGROLOGIST REPORT
DETERMINATION OF AGRICULTURAL CAPABILITY**

LAND REZONING REQUEST OF PID# 45166915

for

Jessica & Allan Hill

January 2023



Managing Today for Tomorrow

Tel: 902-895-1414 Cell: 902-899-5929

Email: yvonne@thyagrissenconsulting.ca

Website: www.thyagrissenconsulting.ca

I. Scope of Work

The West Hants Municipal Planning Strategy (WHMPS) and Land Use By-Law outlines a process that land owners are required to undertake when requesting a development agreement from Council to rezone agricultural land. This report complies with Policy 8.6.1 of the planning strategy providing a Professional Agrologist study to determine agricultural capability of the land. The site being assessed is not an existing or abandoned resource extraction site, and as such doesn't fall under Section 8.6.1.(a) of the strategy. The site, however, falls under Section 8.6.1(b), requiring a Professional Agrologist study to assess the agricultural capability of the land, and consider whether or not the proposed development adversely affects the viability of surrounding agricultural operations. This section of the municipal planning strategy acknowledges that the scale of the C.L.I. (Canada Land Inventory) mapping, upon which the agricultural designation is based, is generalized. As such there may be pockets of land with a higher or lower capability rating. A land-use by-law amendment or development agreement process provides an opportunity for owners of land with minimal or no agricultural capability to use the property for certain non-farm development, provided the development will not interfere with adjacent farm activities or negatively affect the viability of the farming area.

This document embodies the Professional Agrologist study of PID# 45166915 which is co-owned by Jessica & Allan Hill. The PID is currently zoned Agricultural Priority Two (AR-2) and the current owners are requesting a rezoning to Recreation Commercial to develop a wellness retreat and campground business.

II. Professional Agrologist – Yvonne Thyssen-Post

Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a Professional Agrologist with 40 years experience in the field. She is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA), member ID #19311 (current membership certificate, Appendix A). Her education includes a Bachelor of Science (Agriculture) from McGill University as well as a Masters of Adult Education from St. Francis Xavier University. Her experience includes 14 years as an agricultural extension worker with the province of Nova Scotia, followed by 26 years as a private consultant serving the agricultural industry. She established her own company in 1998 - Thyagrissen Consulting Limited – where she continues to provide various professional business planning services, primarily to the agricultural industry of Atlantic Canada.

III. PID Profile

PID# 45166915 is located along the Herbert River, parallel to Scotch Village Station Road, in Scotch Village, West Hants Regional Municipality of Hants County, NS (see Appendix C). The PID is a narrow rectangular piece of property described as interval land due to its location adjacent

to the river and its' relatively level topography. It is approximately 6.5 acres in size, partially cleared, mostly wooded. Access to the PID is granted via a driveway off of the Scotch Village Station Road. This land parcel is co-owned by Jessica and Allan Hill and is currently zoned Agricultural Priority Two (AR-2) by the West Hants Regional Municipality, designated Agriculture. This PID adjoins PID# 45148608, a 4.5-acre lot zoned residential, also co-owned by the Hill's. This second PID is the location of the Hill's personal residence, a stand-alone garage, and two smaller sheds. Both PIDs are located in a narrow valley with steep slopes on the backside of Herbert River as well as to the right of the Scotch Village Station Road.

The Hill's purchased both properties in July 2022, having moved here from Ontario with their two young children. Jessica is a trained yoga instructor and had developed a business in ON where she offered yoga classes and wellness retreats. The Hill's want to develop the 6.5-acre lot, bordering the river, to create a wellness retreat and campground destination for busy people looking to reconnect with their true selves through yoga and nature (site plan in Appendix B). They wish to construct a dome-style building in which to offer yoga classes year-round, as well as develop hiking trails and nature walks in the wooded areas. Camping sites will also be developed.

The PID being considered for this rezoning request (#45166915) apparently was a campground in the 70's and 80's, called the Bar S Ranch & Campground. There is some evidence of this previous use including site stakes and water line hosing. Altering the use of the property requires a request of rezoning from AR-2 to Recreation Commercial. Land zoned AR-2 is defined in Section 8.7 of the WHMPS as "Improved and unimproved land with high capability (Class 2 and 3) for production of a variety of crops. This land will be reserved for agricultural production with limited non-agricultural development." (Page 73, WHMPS). The WHMPS further clarifies the intent behind zoning land as AR-2:

"The Agricultural Priority Two (AR-2) zone is intended to apply to areas with high capability for agriculture, but where land owners do not want the strict development controls of the Prime Agriculture (P/Ag) zone. The AR-2 zone allows for more flexibility than the P/Ag zone including a wider scope of on-farm businesses by development agreement. Unlike the P/Ag zone, new dwellings are permitted as a main use, although subdivision is limited to two lots per area of land in a calendar year." (Page 76, WHMPS)

IV. Study Criteria

The Professional Agrologist study considers the land parcel according to Policy 8.6.1(b)(ii) of the WHMPS, which applies to this site. A determination of agricultural capability is based on the soils' capability for agriculture with a rating better than Class 4, but 90% or more of the development site exhibits limitations for agricultural use due to one or more features of the property.

The following section addresses each aspect of Policy 8.6.1.(c) fulfilling the requirements of the Professional Agrologist study.

- Author of study - Yvonne Thyssen-Post, P.Ag., is a registered full-member of the NSIA.
- A site inspection was conducted on Thursday, November 10, 2022 accompanied by Jessica and Allan Hill.
- The Canada Land Inventory (CLI) Capability for Agriculture classification system shows the varying potential of a specific area for agricultural production. It indicates the classes and subclasses according to the Soil Capability Classification of Agriculture, which is based on characteristics of the soil as determined by soil surveys. These agricultural capability maps can be used at the regional level for making decisions on land improvements and farm consolidation, for developing land-use plans and for preparing equitable land assessments as stated on the Government of Canada website. The classes indicate the degree of limitation imposed by the soil in its use for mechanized agriculture. The subclasses indicate the kinds of limitations that individually or in combination with others, are affecting agricultural land use. Although the information is dated, and better information is available for some areas of the province as part of more recent soil surveys, the interpretations are still largely valid and many jurisdictions still use them for land use planning purposes.

Soil capability for agriculture was determined using the Soil Map of Hants County, NS, (Report #5, NS Soil Survey) sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. Soil surveys have been published for most of the agricultural areas, and many surrounding areas across Canada. Data from these surveys contain the most detailed soil inventory information in the National Soil Database (NSDB). The PID was located using commercially available mapping software and the location transposed to the soil survey map (refer to slides in Appendix C). The site is identified as Cu-P/O.A2. The CLI describes the soil type as follows:

- The soil characteristics are consistent with those represented by the Cumberland soil classification. The surface and subsoil are described as dark reddish brown sandy loam over reddish brown sandy loam, stone free. The parent material of Cumberland soil is alluvial sands and silts along river courses.
- Topography and drainage of Cumberland soils are described as level to very gently undulating; moderately rapid drainage, but often subject to flooding. This description of the topography was confirmed during the site visit in November, as the land appeared well drained with no visible standing water. Propensity to flood would be anticipated due to the location along the river, primarily in the spring/fall when the river is full from heavy rains and ice jams are created from the winter. There was no indication of possible flooding during the site visit as the water level was well below the river banks.

- Transcribing the CLI labeling 'P' indicates soil which is well drained; 0 refers to the stoniness which is stone free; and A2 reflects the topography which is single slopes; smooth or regular surface. The #2 signifies the type of slope - very gentle sloping, 0.5 to 1.5%. Visual inspection of the site in November 2022 verified these topography parameters.
- The present land use is a combination of woods with a few cleared patches of native grass. The cleared areas have been maintained by mowing, keeping the grass short, allowing for easy access by foot. Land capability use of Cumberland soil as defined in the CLI is 'good crop land'.

There are approximately 91,000 acres in West Hants rated Class 1, 2, and 3 (less than 50% of this land is cleared, there is considerable potential for future expansion). The soil in PID# 45166915 is primarily Class 3, with a smaller portion of Class 2, according to the Atlantic Provinces Soil Class Maps, as compiled by the Soil Research Institute, Research Branch, Agriculture Canada based on maps supplied by NS Soil Survey.

- Major site features or characteristics which influence or determine soil capability include the lack of stoniness, the level topography, and rapid drainage all which are excellent soil features for cropping hay or grain crops. The exception is being subject to flooding during heavy rainfall events, and the size of the land parcel. The 6.5-acre field is inefficient to crop in terms of machinery operation due to its size and elongated shape. The parcel could make suitable pasture land for livestock but it could only support six cow-calf pairs at most, for the summer. Pasturing livestock would also require fencing along the river and roadway to keep cattle out of harms way and avoid polluting the river. The possibility of polluting the river increases with run-off during flood events. The viability of investing in fencing for such a small piece of property for pasture is questionable.
- Appendix C locates the site via commercially available mapping software, soils maps and aerial photography. This is a separate PID and the request is to rezone the entire PID.

V. Impact on Neighboring Farms

The second parameter of the professional agrologist study is to assess the impact of rezoning land out of agriculture on neighboring farms. The study criteria include identifying reasons why the 'rezoned' use would be compatible with, or not adversely affect, area farms. It also must indicate the implications of letting the parcel go out of agricultural production and fragmenting the land. To complete this aspect of the study, agricultural land owners within 500 meters of the Hill property were identified, contacted and interviewed. They were informed of the rezoning the Hill's are requesting and asked if they saw any adverse effects resulting from it.

The following section indicates the land owners consulted, their address and a brief description of the agricultural operations.

- Blair Levy, 20 Scotch Village Station Road, owns 149 acres on both sides of the road, at the entrance off Highway #14. Both his land parcels run down to the Hebert River; 90-95 acres are cleared and cropped for hay; the remainder is forested. Firewood is harvested from the woodlot annually. This is the family home/farm that has been owned by the Levy family for several generations. His mother lived in the farm house until she passed away in 2018; Blair resides in Lower Sackville.
- Trevor Levy, 8763 Highway #14, located adjacent to Blair Levy. He owns 70 acres of land, with about 10 acres cleared. He grows hop plants for the craft brewing industry and pumpkins for direct sales. He is clearing land for further agricultural development as he said there is no good additional agricultural land available for purchase in the area. His forested land runs down to the river, and provides lumber for building projects. Trevor is employed as the Community Development Officer (Economic & Recreation Department) at the Municipality of West Hants.
- Philip Nunn, 20 Smiley Lane, McKay Section also along Highway #14, across the road from Trevor Levy. He owns about 190 acres located on both sides of Highway #14, approximately 70 acres cleared. He operates a beef feeder and hog (sow to weaner) farm. He also spreads manure and crops some of the cleared land owned by adjacent land owners.
- Rob Gueli, 418 Scotch Village Station Road, owns 156 acres, 40 of which are cleared. He and his partner are recent entrants to agriculture, having developed a ½ acre plot growing fresh vegetables and herbs for direct markets. About 30 acres of the cleared land is cropped for hay by a neighboring farmer, who also spreads manure on the land.
- Art Ward, 421 Scotch Village Station Road, owns 28 acres of land, 8 of which are cultivated, cropped for hay by another local farmer. His property adjoins the Hill property, and is the site of the Old Acadian Highway which is developed into a trail.

The following dialogue presents concerns expressed by the neighboring land owners consulted as part of this study:

- Although the parcel in question has not been used for agriculture for some time, it would be taking 'good' agricultural land out of production in an area where there is limited availability of agricultural land.
- The land is low-lying and has limited sun exposure due to the surrounding topography, thereby limiting its' agricultural productivity.

- Although it has limited productivity due to its location next to the river and its size there is concern if this small parcel was rezoned out of agriculture, it may set a precedent for future situations.
- Livestock operations in the area spread manure on the land which will create a smell for a short period of time. This may not be appealing to all visitors and could result in complaints, yet it is a natural agricultural operation to dispose of waste and is environmentally sustainable in naturally rebuilding organic matter of the soil.
- Flooding is a major concern: the river overflows infrequently but more than once in five years in recent history with heavy rains and ice jams. This would be of concern if it were to remain in agriculture as flooding would bring debris onto the land. This is also a concern for a campground supporting any infrastructure.
- Increased traffic in a rural area with lots of uninhabited land has adjacent land owners concerned about possible nuisance issues, as not all visitors will be responsible citizens:
 - a. Possibility of forest fire destroying woodlots from carelessness with open camp fires at the campground. Neighboring farm owners have forested land directly adjacent to the proposed site.
 - b. Garbage left on neighboring lands as visitors venture out for walks on trails and exploring.
 - c. Personal liability if someone were to get hurt while trespassing onto neighboring properties. There are 'unique attractions' on adjacent properties including sink holes, which are a safety concern.
 - d. Potential for polluting the water with increased traffic. Some land owners use the water in the river as an alternate water source in dry summers, to supplement their wells.
 - e. Destroying protected plant species such as yellow lady slippers by picking the attractive flower which results in the plant dying. There used to be a lot of these plants in the area but people (perhaps unaware) picked the attractive flower, killing the plant.

There were also some positive comments regarding the rezoning, indicating that it would bring economic stimulus to an area that is in dire need of such. Others expressed limited concern with the nuisance issue because the focus of the retreat is to attract people who love nature, want time to escape the busy life and would respect the neighboring properties.

VI. Rezoning Assessment Summary

The soil found in PID# 45166915 is considered good crop land in terms of agricultural capability, as recorded in the CLI. Ms. Thyssen-Post concurs with this assessment of soil capability from the site inspection conducted of the property in November 2022. The cleared portions of the PID supported respectable quality grass at the time of the visit. The parcel contains mainly Class 3

soils, with limited Class 2 soils, as reported in the Soil Classification Maps for the province. These soil classes have capability to produce good quality hay and/or pasture.

There are limitations in the site that influence its' economic viability for agricultural production including the plot size and shape, as well as the propensity towards flooding as it is interval land. The limited size of the plot and elongated shape makes machinery use for cropping inefficient and challenging. If it were fenced to provide pasture for livestock, the size is inefficient and could only accommodate a few head of cattle. Pasturing may be delayed in the spring with flooding concern, and when floods occur, there will be issues with debris coming over the land with the water.

Removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not farmed prior to this rezoning request. Rezoning of the land parcel from agriculture priority two (AR-2) to recreation commercial has some potential to have adverse affects on the operations of neighboring farms. Rezoning would remove the good quality agricultural land from possible future agricultural production. Although the soil is of good quality, the parcel size limits and the flooding concerns, limits it to hay/pasture production. The concern about setting a precedent for future requests should be alleviated as the municipality requires a professional agrologist study for every rezoning request involving agricultural land, implying that each case is unique.

Rezoning the land to Recreation Commercial would increase the traffic in the area especially with campers, but the intent is to build a retreat that will provide opportunities for folks to escape the busy life. Neighboring farmers rightly have concern about the potential for nuisance issues from visitors that do not respect private property boundaries. Efforts can be made by the Hill's to instill respectful behaviors in their clients and neighboring land owners can post no trespassing signs but the risk of people not complying is always evident.

Rezoning this land parcel from AR-2 to recreation commercial to develop a wellness retreat may potentially have some adverse affect on neighboring agricultural properties, mostly from the nuisance and liability perspective. The land being considered is 'good' agricultural land but has limitations due to plot size, shape and more importantly propensity to flood. Rezoning land that is prone to flooding should be of concern if structures are to be placed on the land.

Sincerely,


Yvonne Thyssen-Post, P.Ag.

Thyagrissen Consulting Limited



References

- Canada Land Inventory (CLI) 1:1,000,000. (1954). Atlantic Provinces Soil Capability for Agriculture Map. Retrieved from <https://sis.agr.gc.ca/cansis/publications/maps/cli/1m/agr/index.html>
- Cann, D.B., Hilchey, J.D., & Smith, G.R. (1954). Soil Survey of Hants County Nova Scotia. Report No. 5 Nova Scotia Soil Survey. Agriculture Canada.
- Devanney, M. (June 2010). Profile of Agricultural Land Resources in Nova Scotia. NS Department of Agriculture.
- Municipality of the District of West Hants Municipal Planning Strategy. (Approved May 13, 2008; Amended to September 14, 2021).
- Overview of Classification Methodology for Determining Land Capability for Agriculture. Canada Land Inventory (CLI), Agriculture & Agri-Food Canada. (2022) Retrieved from <https://sis.agr.gc.ca/cansis/nsdb/cli/index.html>

APPENDIX A

NS Institute of Agrologist Membership

Receipt Number: 1999

2023



Nova Scotia Institute of Agrologists

7 Atlantic Central Dr
East Mountain, NS B6L 2Z2

Yvonne Thyssen-Post
35 Talon Court Bible Hill, NS B2N 7B4

Member ID: 19311

This is your receipt for income tax purposes.

NSIA Membership Fee for 2023 (HST Included at 15%)

\$178.25

Status: Professional Agrologist

****THIS IS YOUR OFFICIAL RECEIPT --- DO NOT PAY****

BN 888 257 599 RT0001



Nova Scotia Institute of Agrologists

7 Atlantic Central Dr.,
East Mountain, NS B6L 2Z2

902-893-7455

Web: <http://www.nsagrologists.ca>

This is to certify that Yvonne Thyssen-Post
is a(n) Professional Agrologist

Membership valid from Jan. 1 to Dec. 31, 2023


Member Signature

APPENDIX B

Site Photos

Proposed Site Plan

Photo taken from Viewpoint property listing showing the Herbert River and the adjacent interval land on PID# 45166915



A close-up view of PID# 45166915, combination of grassed mowed areas and woods.

S U S T A I N A B L E H I L L

WELLNESS RESORT

Scotch Village Station Rd

Find us here...

301 Scotch Village Station Rd.
Scotch Village, Nova Scotia
B0N 2A0
(902) 230-4567



@sustainablehillwellness



Sustainable Hill - Camping, Tiny Homes, Yoga Dome

Legend:



Tenting Site



Electric Site



Cabin



Shed



Snack Shack



Wheelchair Accessible



Bathroom



Showers



Playground



Community Fire



Picnic Area



Pathway



Road



Yoga Dome



Parking

100 m

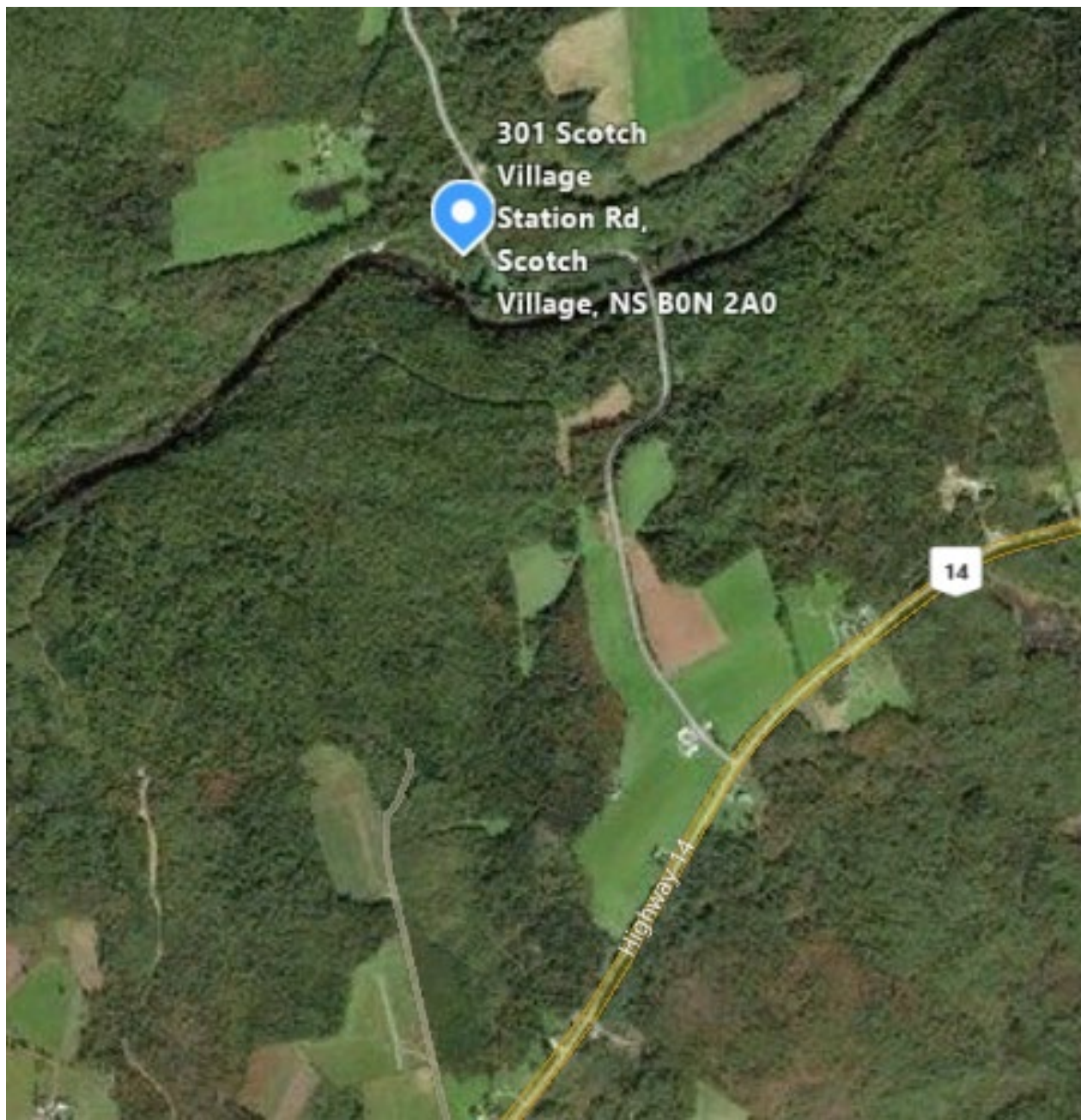
APPENDIX C

PID Identification; Agricultural Capability Determination Information

Soil Classification

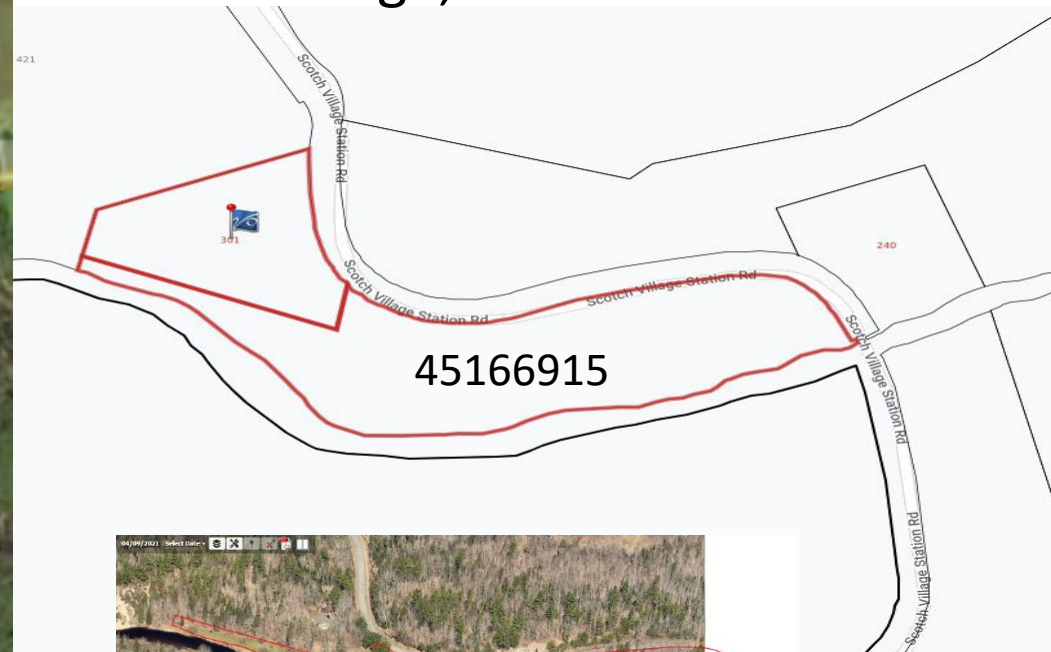
301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0
PID 45166915

Yvonne Thyssen-Post, P.Ag.
Thyagrissen Consulting Limited



PID 45166915

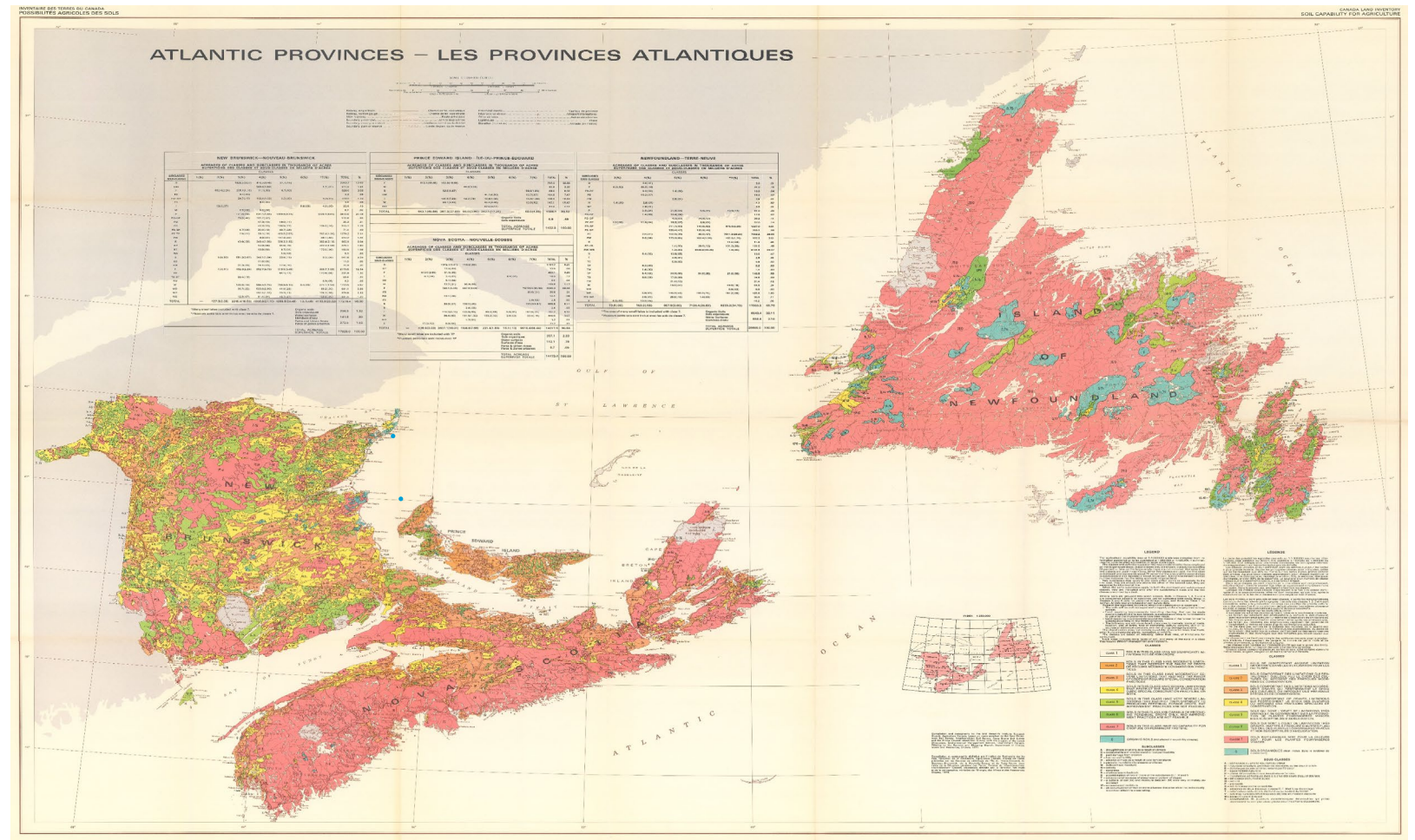
301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0



Canada Land Inventory

Soil Class

Scale 1:1,000,000

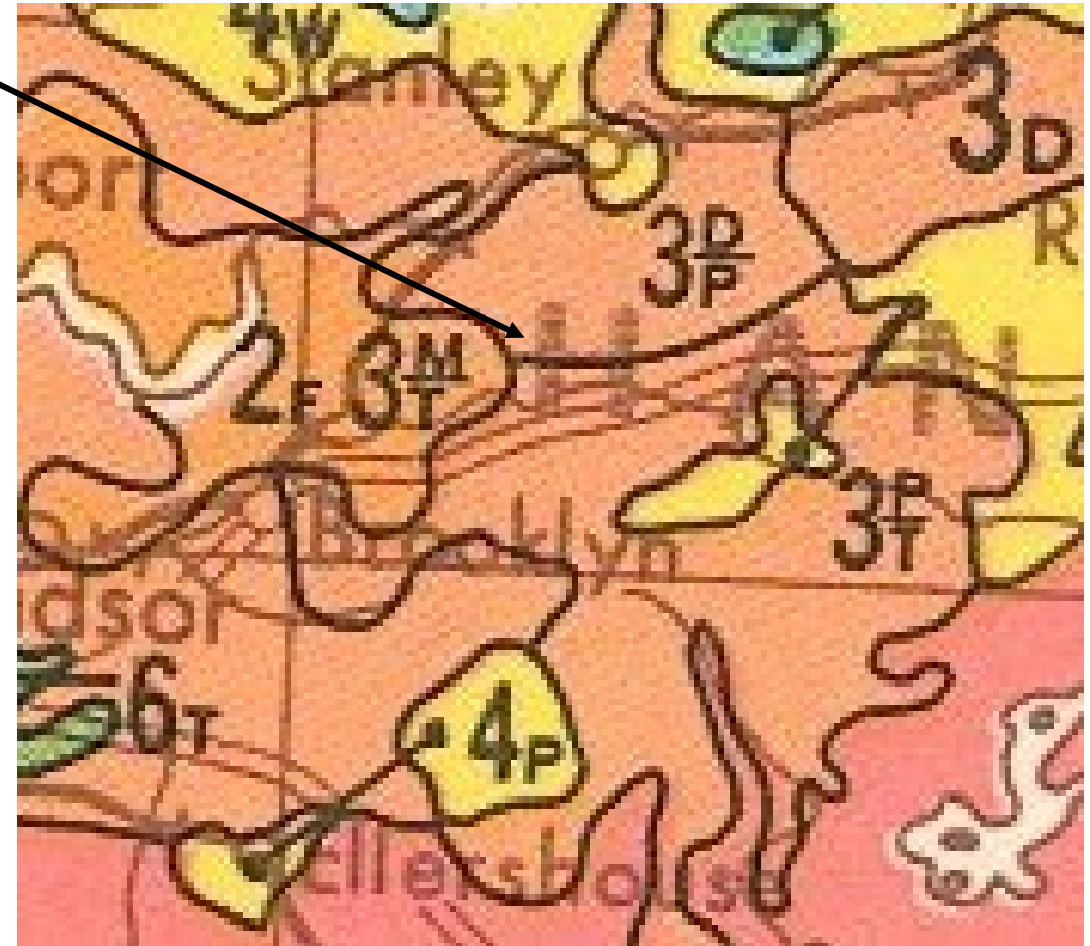


Source: Government of Canada -Canada Land Inventory – cli-1m_agr_Atlantic
https://sis.agr.gc.ca/cansis/publications/maps/cli/1m/agr/cli_1m_agr_atlantic.jpg₆

PID 45166915

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0

CLASSES	
CLASS 1	SOILS IN THIS CLASS HAVE NO SIGNIFICANT LIMITATIONS TO USE FOR CROPS.
CLASS 2	SOILS IN THIS CLASS HAVE MODERATE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE MODERATE CONSERVATION PRACTICES.
CLASS 3	SOILS IN THIS CLASS HAVE MODERATELY SEVERE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE SPECIAL CONSERVATION PRACTICES.
CLASS 4	SOILS IN THIS CLASS HAVE SEVERE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE SPECIAL CONSERVATION PRACTICES, OR BOTH.
CLASS 5	SOILS IN THIS CLASS HAVE VERY SEVERE LIMITATIONS THAT RESTRICT THEIR CAPABILITY TO PRODUCING PERENNIAL FORAGE CROPS, BUT IMPROVEMENT PRACTICES ARE NOT FEASIBLE.
CLASS 6	SOILS IN THIS CLASS ARE CAPABLE OF PRODUCING PERENNIAL CROPS ONLY, AND IMPROVEMENT PRACTICES ARE NOT FEASIBLE.
CLASS 7	SOILS IN THIS CLASS HAVE NO CAPABILITY FOR CROP USE OR PERMANENT PASTURE.
0	ORGANIC SOILS (not placed in capability classes).



Soil Classification

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0
PID 45166915

Soils at 301 Scotch Village Station Rd, Scotch Village, NS B0N 2A0 are in a band of Cu-P 0.A2 that runs along the river. Classed as a Cumberland Soils, it is relatively stone free along the river and is level to very gently undulating with good drainage characteristics but may be prone to flooding. Usually this type of soils is considered good land for crop production.

Soils in this area may be described as low in natural fertility and/or deficient in soil moisture. Utilization for cropping may be affected by steepness and or slope conditions.

SYMBOL	Se-P	Cu-P
SOIL CATENA	STEWIACKE	CUMBERLAND
ACREAGE	6656	5868
DESCRIPTION OF SURFACE AND SUBSOIL	Reddish brown silt loam over reddish brown silty clay loam; stone free.	Dark reddish brown sandy loam over reddish brown sandy loam; stone free.
PARENT MATERIAL	Alluvial sands and silts along river courses.	
TOPOGRAPHY AND DRAINAGE	Level to very gently undulating; moderately rapid drainage, but often subject to flooding.	
PRESENT LAND USE	Chiefly hay or grain crops.	
LAND USE CAPABILITY	GOOD CROP LAND	

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0

PID: 45166915



Source: Soil Survey of Hants County - Area Soils map-ns5b
<https://sis.agr.gc.ca/cansis/publications/surveys/ns/index.html>

CONVENTIONS

Soil Symbol: $\frac{\text{Catena - Drainage}}{\text{Stoniness - Topography}}$

DRAINAGE

P Well drained
PH Imperfectly drained

STONINESS:

0. Stone free.
1. Slightly stony; no hindrance to cultivation.
2. Moderately stony; enough stone to interfere with cultivation unless removed.
3. Very stony; sufficient stone to be a serious handicap to cultivation.
4. Excessively stony; non-arable, too stony for cultivation.

TOPOGRAPHY

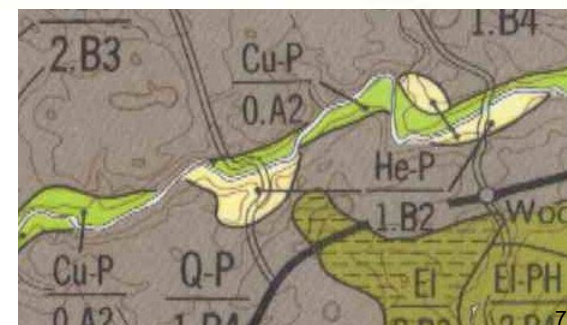
- A Single slopes; smooth or regular surface.
B Complex slopes; irregular or rough surface.

Depressional to Level

- A0. Smooth undrained basin
A1. Smooth level
B0. Irregular hummocky basin
B1. Irregular level

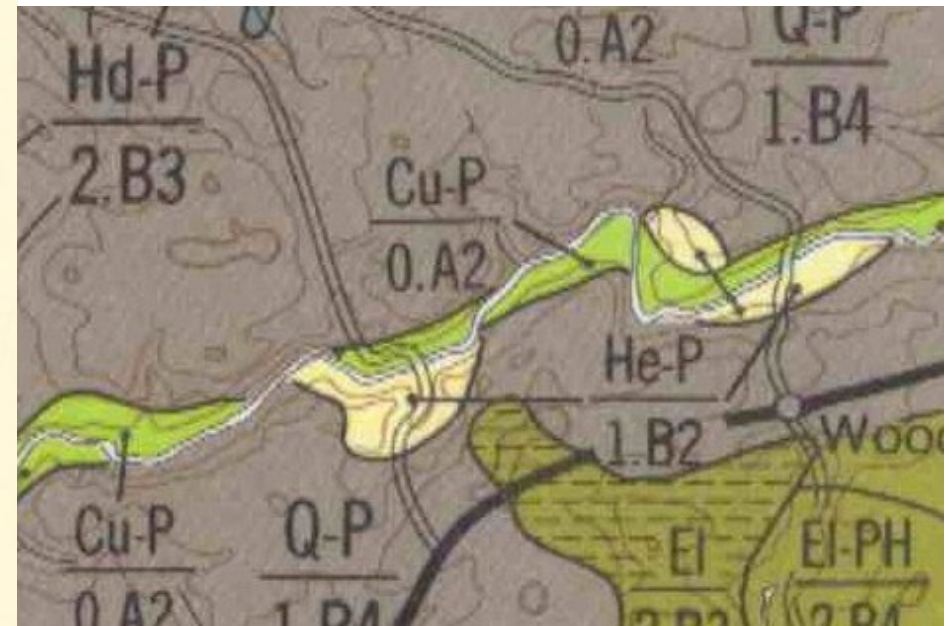
Sloping

- | | | |
|---|----------------------|----------|
| 2 | Very gently sloping | .5–1.5% |
| 3 | Gently sloping | 2–5% |
| 4 | Moderately sloping | 6–9% |
| 5 | Steeply sloping | 10–15% |
| 6 | Very steeply sloping | 16–30% |
| 7 | Hilly | over 30% |



SUBCLASSES

- A** – droughtiness or aridity as a result of climate
- D** – undersirable soil structure and or low permeability
- E** – past damage from erosion
- F** – low natural fertility
- H** – adverse climate as a result of cold temperatures
- I** – periodic inundation by streams and lakes
- M** – deficient soil moisture
- N** – salinity
- P** – stoniness
- R** – shallowness to bedrock
- S** – a combination of two or more of the subclasses D, F, M and N
- T** – adverse relief because of steepness or pattern of slopes
- V** – a pattern of wet (W) and moisture deficient (M) soils very intimately associated
- W** – excessive soil moisture
- X** – an accumulation of two or more adverse characteristics that individually would not affect the class rating.



Latitude / Longitude
45.0342443 / -63.9626555

Attachment E
Public Information Meeting Notes
February 16 – March 1, 2023
File 22-29

PID 45166915, Scotch Village Station Road

Meeting date and time	A Public Information Meeting was held on February 16, 2023, beginning at 7:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Murley (Chair) Three (3) members of staff: • Director Poirier • Planner Dunphy • Meeting Secretary Lake Applicants: • Allan Hill • Jessica Hill PAC/HAC members: • Greg Pace • Councillor Ivey • Stefan Palios • Jane Davis • Tasha Rogers 14 members of the public attended the meeting in-person.
Applicant Jessica and Allan Hill Property PID 45166915 and 45148608, Scotch Village Station Road	Planner Poirier outlined the development agreement application to permit a yoga studio and campground with a variety of tourist accommodations and other accessory uses on the subject lots. The applicants made a formal presentation.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between February 16 – March 1, 2023. 7 members of the public spoke at the Public Information Meeting. 5 comments or questions were received via mail, email or phone. The questions and comments from the public

	are summarized below. Email responses are attached. Staff and applicant responses are included in purple. At the Public Information Meeting the following comments were made: • Greg Pace asked whether the property owners have examined the floodplain on the property? Allan and Jessica responded that they have designed the site to ensure only tent sites will be placed along the riverbank and they are looking at building materials that would withstand any potential flooding. Additionally, flooding would likely occur outside of the season that the campground is open. • Jane Davis asked whether the property owners would be living on-site? Allan and Jessica responded that they will be the primary operators and on-site when users are there. • Trevor Levy owns a property downstream of the subject lots. He knows that the majority of the property is under the lowest contour line and has seen the property under water several times. Where will the washrooms be located so it won't flood and contaminate the river? Allan and Jessica responded that they are investigating composting or incinerator toilets which would not have runoff. They spoke to the daughter of former owner of BarS campground which used to be on the site. When the BarS campground was open the washrooms used to be across the road which is no longer feasible. Jessica and Allan noted they will choose placement of washrooms to ensure no impact on river and no impact on their personal well. • Blair Levy owns property across the road from the subject lot which is mainly used for forestry purposes. He is concerned that even with a central fire pit, that the dry summer weather could lead to sparks coming across the land to his property. He mentioned the same concerns related to smokers dropping cigarette butts. He noted that users of the campground may want to go hiking in the area and wondered what the liability may be on abutting property owners when people trespass. Their family also owns a camp down river from this site and worries about vandalism to the
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	camp. Scotch Village Station Road goes through middle of their family farm. He is concerned about the addition traffic for the yoga studio/retreat. • Alan Harvey owns property in the area. He currently picks up garbage and wonders how the proposed uses will impact the amount of garbage found on nearby properties. He is concerned with people trespassing on his property and going over the bank or cliff and getting hurt. • Karen Fitzgerald asked for clarity on the overall proposal. Allan and Jessica confirmed that the proposal is 10-12 tent sites, 6 cabins, a yoga studio and 3-bedroom house. She is also concerned with trespassing, especially with people walking down to the river and trespassing. Allan and Jessica confirmed that they would be installing signage and will provide mapping to users of the site to indicate areas that are “out of bounds”. They confirmed that no trails will be developed around current single unit dwelling where they live. Karen asked whether dogs will be permitted with campground users as she currently has her own dogs and doesn’t want to see issues occur. Allan and Jessica noted that they would consider whether pets would be permitted and added that they will be creating a code of conduct for guests with pet policy if pets are permitted. • Murray Levy commented that allowing this property to be used for commercial purposes may set a precedence and lead to other similar requests on agricultural property. • Tom Levy lives and works near this site on the family farm. He noted his main worry is regarding the potential for forest fire as their farm serves many needs including water, food and heat for families. He wants assurance that there will be no impact to their wood lot. He noted that locals are educated about the risks of forest fires, but campground users will need to be educated. • Karen Ward noted that she is concerned with trespassing, liability and privacy. She also noted that campground users should be made aware of hunting season.
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	Telephone conversations included the following: February 17, 2023 - Sara received a call from Tom Levy who is concerned about the flooding on the property of the proposed campground and the impact that septic systems flooding would have on the downstream properties. He said the river typically overflows the property on years where there is ice build up downstream. He also noted that they are experiencing higher water events which cause the water levels to be higher in spring and fall in general. Tom will send Sara pictures of the flooding seen in the past. He also noted that the driveway access on the turn may be difficult to get. Sara noted that she has contacted the Provincial Department of Public Works for comment and that the property owners would require approval for any driveway for the proposed uses. February 21, 2023 - Trevor Levy called Sara to discuss the proposal. He is concerned with flooding of the lot which would cause debris in the river and contamination from septic systems overflowing. He said that he has spoken with the Provincial Department of Environment who stated that they would be able to issue a permit for septic system on the lot, however if they receive a complaint that outhouses are overflowing, they would issue a fine to the property owner. He noted that there was frequent flooding in the past and where this property is connected to other river systems that the river may flood even in the summer due to a freak storm somewhere else in the Municipality. He noted that the contour map would show the lot is very low lying and that Smileys Provincial Park has to place their washroom facilities upland due to flooding potential in the low lying parts of the park. Trevor also noted his concern regarding the driveways to the property. They have three driveways in the area and wanted the Provincial Department of Environment and Planning Department to consider
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	that if the property owners are hosting events on the property that people may consider parking on the side of the road, which would cause major issues since large farm equipment travels the road. Sara noted that she has contacted the Provincial Department of Public Works for comment and that all parking for the proposed uses would need to be accommodated on the properties. Lastly Trevor stated that the property owners mentioned that Smileys Provincial Park brings revenue to the area however he doesn't believe it would be during the time of year they mentioned, because the park doesn't open until June-July each year (not May like other parks). Two residents also came in to meet with Director Poirier to discuss the proposal: February 14, 2023 • Art and Karen Ward discussed concerns about the impact the campground users may have on endangered yellow lady slipper flower which grows on their property. They noted that there is also an old Acadian highway in the area which would give people better access to their property which they do not want, especially as there is a large embankment (70-80 ft.) on the area of the subject lot leading up to their property. February 28, 2023 • Tom and Murray Levy came into the office to speak to Sara about the proposed campground on Scotch Village Station Road. They provided copies of pictures (attached on pg. 91) to show the water levels being at 6-8 ft. high when the properties flooded back in the 2000's. There was also a black and white photo (not sure what year) that shows ice/water on the property up to the Scotch Village Station Road boundary. Tom provided a written document of his comments (attached on pg. 88) and a summarized of the comments provided by Tom and Murray during the discussion are provided below:
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	• Flooding occurs every 3-5 years on the subject property as there is an island downstream of the property that backs up with ice causing the river to flood. • The old campground was not an established campsite, it was more so for friends to tent on the site. It had a canteen and washrooms on the opposite side of the road. • The hedge on the property that runs perpendicular to the river is where a brook runs on the subject lot. They noted that the owners are not permitted to cross that brook on foot or with vehicles, unless approval is received from the Province. • They walked along the river with a measuring stick which showed that ice damage is on the trees, about 8 ft. total from the bottom of the river. • The deck for the yoga dome is on deck blocks and not a solid foundation which causes concerns in a flood if debris would be to travel down river. • Concerns of any uses on site in case a flash flood happens due to a freak weather event, similar to what happened on Brook Street a few years ago. The river is long and a freak weather event in Rawdon could impact this site. • Rising tides could impact the river flow upstream. Unsure if that would affect this property but may raise the water levels. • Insurance company stated it would be unlikely that they could get flooding insurance and then if there are issues on the site with septic or debris, who would be responsible? • The Provincial Landscape Viewer shows the Herbert River is a river for endangered species. Smileys Provincial Park is on the Meander River which is not a river for endangered species and they have enough space to put septic on the same property. Provincial parks also prohibit people bringing their own wood due to potential pests, how would these owners enforce this and supply local firewood? • Will the cabins be year-round? Wood fired or diesel?
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	• How will garbage be collected and stored to prevent debris in the river and reduce the attraction for bears? Bears seen in the area due to salmon spawning. • The scale of map of the proposal isn't great as the parking area isn't fully shown. What if they want to host weddings, etc.? Should not be allowed to park on the road as farm equipment drives up the road. Traffic on the road will increase. They run the farm uphill at beginning of road and are concerned with an increase in traffic. • They will need a registered drinking water supply for all of those uses. • This is agriculture land. This lot would have a longer growing season than most properties and flooding deposits good nutrients for the soil. The property was hayed in the past. • The embankment has been eroding at the west end of the property, coming to a point now. • Water level of the river can vary greatly throughout the year. Summertime water levels can be very shallow.
Adjournment	The meeting was adjourned at 7:52 p.m.

Public Email Responses Submitted for the Application PIM

February 17, 2023

From Tom Levy

To Sara Poirier

Hi Sarah

Here is a photo the high water looking downstream from the bridge on station road. You'll see the water on flooded onto the land

■ ■ ■ Bell Wi-Fi

8:57 PM

61% 



December 11, 2014

7:59 AM

Edit



February 17, 2023

From Trevor Levy

To Sara Poirier

Good morning,

Please see attached images of PID 45148608. This is 2014 December 11. I know it has flooded more recent, but I do not have picture of it at this time. This is standing on the bridge on the scotch village station road looking toward Brooklyn. When you have a chance, please give me a call at 782-838-0084. Enjoy your Friday!

Thanks,

••• Bell Wi-Fi

8:57 PM

61%



December 11, 2014

7:59 AM

Edit



February 21, 2023
From John Fitzgerald

To Sara Poirier

Hi Sarah

I was in attendance for the yoga retreat council meeting on February 16th. Wondering if you can direct me to where I can leave comments and concerns considering the yoga retreat approval to developed. I tried searching myself with no luck.

Thank you, John Fitzgerald

February 21, 2023

From Sara Poirier

To John Fitzgerald

Good morning, John,

Any comments or questions on the proposal can be emailed to me here, sent in a letter to the address in my email signature, or you can call me at 902-798-8391 ext. 117. All comments in relation to this application should be submitted through those channels by noon on March 1.

All the best,
Sara

February 23, 2023

From Art Ward

To Sara Poirier

Hi Sara,

Could you please email me the address where we can send in our concerns regarding the proposed camp grounds next to us in Scotch village.

Thanks, Art and Karen Ward.

February 23, 2023

From Sara Poirier

To Art Ward

Hi Art,

You can send them along to me via this email address, via phone at 902-798-8391 ext. 117 or via mail at PO Box 3000, 76 Morison Drive, Windsor, NS, B0N2T0.

All the best,

Sara

February 22, 2023

From Tom Levy

To Sara Poirier

Good day Sara

We spoke last week over the phone , and I would like to arrange a time next week that I can come in and discuss some of my concerns about this development. As well i have a few photos you might be interested in scanning.

The morning of Tuesday February 28th I am available, As I have the day off for an appointment at 1pm. Please let me know if your free that day, or we can set up another time.

Regards

Tom levy

February 23, 2023

From Sara Poirier

To Tom Levy

Good morning, Tom,

I can meet at 9 a.m. or 11:30 a.m. on Tuesday morning if either of those times work for you?

All the best,
Sara

February 23, 2023

From Tom Levy

To Sara Poirier

9am Tuesday morning will work fine.
Looking forward to meeting with you

Best regards

February 28, 2023

From Tom Levy

To Sara Poirier

Thanks for meeting with us this morning.

Here I've attached a couple photos of snapping turtles below the station road bridge







Areas of Concern Re: Sustainable Hill Wellness Resort

Submitted by: Tom Levy

Date: February 28, 2023

- **Loss of agricultural lands**
 - Along the Herbert River there are currently 12 to 16 actively cultivated lands, this property is similar. Although the property is now partially covered in new forest, it was once a 10-acre field. This was enough land to provide over 1000 square bales of hay annually. These river flood plains provide a unique benefit to farmers, because of well drained sedimentary soils, and high-water tables.
 - The land is dry enough to allow working early in the spring but remains moist in the dryer months of summer promoting longer sustained growing conditions. The rivers frequent flood cycles also deposit nutrient rich sediments over the lands providing a natural fertilizer to the soil, reducing the need for synthetic fertilizers. Making these properties excellent sites for small scale organic farms.
 - However, once a site has been contaminated with graveled parking areas, sewer pipes, utility lines and concrete septic holding tanks, it becomes financially unviable for farmers to recover the land back to a workable condition. Effectively rendering it lost to future generations. Highlighting the need for us to appreciate these agricultural areas and protect them through maintaining agricultural zoning and other legislation, such as the marshlands act.
- **Species at risk**
 - Herbert river system is a significant habitat to species at risk
 - <https://nsgi.novascotia.ca/plv/>
 - Lady slippers, turtles
 - <https://nsgi.novascotia.ca/plv/>
 - <https://novascotia.ca/natr/wildlife/species-at-risk/>
 - Area adjacent to the property is marked as a 'significant habitat' for endangered American Martin.
 - What precautions will be taken to protect the local Snapping turtle populations from disturbance from park guests and their pets?
- **Flood zone**
 - Photos to submit showing flood levels of 6 to 8 feet of rise on two different occasions.
 - Concerned regarding sewer back up
 - Will they have Insurance? Heustis insurance representative suspects flood and sewage back up insurance will be unobtainable for this site.
 - Who is liable for the Enviromental clean up if insurance is void?
 - Will there be insurance for forest fire costs?
 - Because of purposed year-round accommodations, there will be users during peak flood times (Fall, Winter & Spring)
 - However, during times of heavy rainstorms there is still a risk of flash floods in rivers (e.g., Brook Street in Ellershouse washed out homes, and road).

- Will the water courses be delineated by a qualified person before construction on the site begins, to ensure setback requirements are met?
- Will privies be professionally installed by a qualified person?
- What if any work will be done to the river frontage to promote public entry to the river?
- What actions will be taken to prevent erosion caused by park clientele using the riverbanks as a recreational area?
- What actions will be taken to prevent silt entering the watercourse during construction?

- **The Comparison to Smiley's Provincial Campground**
 - Smiley's is large enough that it has land above the flood plain
 - Outhouses and Washrooms are well away from the river and flood zone
 - Some were removed to ensure no risk of contamination
 - **Meander River is not recognized by the Province of Nova Scotia as a habitat for species at risk, however the Herbert River is.**
 - This information found on the Provincial Landscape Viewer website
 - <https://nsgi.novascotia.ca/plv/>
 - The DRR contact has reached out to their Biologist to find out what species that is. They suspect it is turtles and/or lady slippers. (waiting for more follow up).
 - Smiley's does not open May long weekend as previously stated in the community meeting. The opening dates are June 8 through Sept 18, 2023. Any connection between local business revenues in May, cannot be connected to Smiley's park.
 - <https://parks.novascotia.ca/park/smileys>
 - Smiley's provincial park has a dumpster on site to contain trash, what plans have been made to handle trash generated at the proposed wellness center?
 - Will the new campground have a secure structure to contain refuse, that will not attract the local bear population, as well as prevent contamination of the river in a flood event?

- **Previously a campground in the 70's**
 - Station road was only a gravel road during that time
 - It was seasonal campground
 - Washrooms were located across road on land no longer suitable by today's regulations. (Water course setback, 30m) (Not suitable for public street crossing at night)

- **Parking**
 - Based on the proposed site map
 - 6 small cabins – 2 occupants per cabin – 2 vehicles
 - One 1 bedroom cabin – 4 occupants per cabin – 4 vehicles
 - 7 tent sites – 2 occupants per tent – 14 vehicles
 - 2 RV sites – 4 people per RV – 2 vehicles
 - Yoga Class attendees
 - 10 to 20 people – 10-20 cars
 - Weddings/ Events
 - 100 +/- people – 100 vehicles

- Could be looking at 158 +/- vehicles
- Parking along road not viable option
 - Single lane bridge off a turn in the road
 - Speed limit 80km/h
 - Overwidth Farm equipment travels through this area, some that just fits the width of the bridge (14+ feet)
 - Currently No approved driveway on the Property containing the Yoga dome. The two properties are separated via a water course.
 - Do they intend to have the public crossing the water course, and how will this be accomplished without disturbing the stream bed?
- **Firewood**
 - Due to the threat of pests such as the Brown spruce long horn beetle, Hemlock woolly adelgid, and the Emerald ash borer. Smiley's provincial park along with all provincial and national parks in Nova Scotia have banned the practice of allowing wood onto their grounds.
 - These parks have large forested areas that allow them to sustainably harvest wood for use in the parks. This site does not have sufficient forest to allow this practice.
 - Will the cabins have wood as a source of heat during colder conditions? If not, will they have a source of electrical back up power sufficient to power the 7 cabins? This would require a large diesel generator, Bringing forward concerns of fuel storage on a flood prone area.
- **Drinking water**
 - This proposal meets the requirement for a provincially registered drinking water supply.
 - <https://novascotia.ca/nse/water/publicwater.asp>
 - Does this site have a supply capable of supplying its needs? (Dept of environment will not allow rivers as a supply)
 - With increasing sea levels, the tide is reaching farther up the river system each season. Currently the tide terminates at the highway 215 bridge near Newport rink. This area is approximately 6km away from the Station Road, however only meters difference in altitude.

