



**West Hants**  
something inspiring awaits

**WEST HANTS REGIONAL MUNICIPALITY  
Planning and Heritage Advisory Committee (PAC/HAC) Agenda  
September 14, 2023 – 6:00pm  
Sanford Council Chambers and Zoom / Facebook Live**

**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 (June 6, 2023)**

**6.0 Business Arising from the Public Information Meetings**

6.1 File #22-23 PID 45006947 and 45415668, MacLeod Court, Three Mile Plains (Mark Fredericks)

6.2 File #23-19 411 King Street, Windsor (Alex Dunphy)

**7.0 Business Arising from the Minutes**

7.1 Update: File #23-02 WMPS and WLUB Amendments: 368 Nesbitt Street, PID 45056447 (Sara Poirier)

7.2 Update: File #23-04 Payzant Drive, Windsor (Alex Dunphy)

7.3 Update: File #23-01 997 Hwy 14, Upper Vaughan (Alex Dunphy)

7.4 Update: File #23-05 Cole Drive, Garlands Crossing, PID 45366432 (Alex Dunphy)

7.5 Update: File #21-18 Benjamins Mill Wind Project (Alex Dunphy)

7.6 Update: File #22-28 PID 45276441 and PID 45366986, Payzant Dr, Windsor (Sara Poirier)

7.7 Update: File #22-29 PID 45166915 Scotch Village Station Rd (Sara Poirier)

7.8 Update: File #23-03 Pemberton Ave, Garlands Crossing PID 45003563 (Alex Dunphy)

7.9 Update: File #23-06 35 William St, Hantsport PID 45044419 (Alex Dunphy)

7.10 Update: Plan Review Consultant

7.11 Update: Affordable Housing Policies

7.12 Update: Heritage Plaques for Heritage Locations

**8.0 Building and Development Activity Reports (June, July, and August 2023)**

**9.0 New Business**

9.1 Heritage Presentation by John Wilson

9.2 File #23-07 PID 45180635 Hwy 215, Summerville (Mark Fredericks)

9.3 File #23-09 PID 45366432 Cole Drive, Windsor (Alex Dunphy)

9.4 File #23-13 187 Payzant Drive, Windsor (Mark Fredericks)

9.5 File #23-14 8 Upper Water Street, Windsor (Alex Dunphy)

9.6 File #23-08 Public Participation Program Policy Amendments (Sara Poirier)

9.7 Information Report: File #23-11 Short Term Rentals (Mark Fredericks)

9.8 Information Report: File #23-10 Review of Agricultural Policies (Sara Poirier)

**10.0 Notices from Adjacent Municipal Units**

10.1 East Hants – Official Community Plan Public Hearing (2023-06-05)

10.2 East Hants – Zoning of PID 45225174 (2023-06-20)

**11.0 Questions and Comments from the Public**

**12.0 Next Meeting Date (October 12, 2023) / Adjournment**



**ACTIVITY REPORT**

For Month of June 6/30/2023

Type	Jun 2022			Jun 2023		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	22	17	5,162,138	18	12	2,467,710
Duplex/Semi	5	14	1,800,000	4	7	2,250,000
Apartments	1	0	90,000	0	0	0
Other Residential	30	0	578,900	21	4	638,502
Commercial	3	0	1,013,308	5	0	140,001
Industrial	1	0	40,000	1	0	5,000,000
Inst & Gov	1	0	0	0	0	0
Agriculture	1	0	0	1	0	1
Other	1	0	10,000	2	1	95,000
<b>Total</b>	<b>65</b>	<b>31</b>	<b>8,694,346</b>	<b>52</b>	<b>24</b>	<b>10,591,214</b>
<b>Year To Date</b>	<b>251</b>	<b>107</b>	<b>31,367,618</b>	<b>221</b>	<b>67</b>	<b>28,810,372</b>
Demolition	2	1		2	0	
Sign Permits	0			0		
Sub Applications	3	15 (Lots Requested)		8	19 (Lots Requested)	



**ACTIVITY REPORT**

For Month of July 7/31/2023

Type	Jul 2022			Jul 2023		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	18	11	3,433,582	22	16	3,553,609
Duplex/Semi	0	0	0	0	0	0
Apartments	0	0	0	0	0	0
Other Residential	14	0	210,600	22	0	351,601
Commercial	1	0	389,000	4	0	76,000
Industrial	1	0	250,000	0	0	0
Inst & Gov	1	0	0	1	0	2,000
Agriculture	0	0	0	0	0	0
Other	1	0	8,000	1	0	15,000
<b>Total</b>	<b>36</b>	<b>11</b>	<b>4,291,182</b>	<b>50</b>	<b>16</b>	<b>3,998,210</b>
<b>Year To Date</b>	<b>287</b>	<b>118</b>	<b>35,658,800</b>	<b>271</b>	<b>83</b>	<b>32,808,582</b>
Demolition	0	0		2	0	
Sign Permits	0			2		
Sub Applications	10	9 (Lots Requested)		3	3 (Lots Requested)	



**ACTIVITY REPORT**

For Month of August 2023-08-31

Type	Aug 2022			Aug 2023		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	23	14	3,492,300	16	11	3,241,579
Duplex/Semi	0	0	0	0	0	0
Apartments	0	0	0	0	0	0
Other Residential	20	0	276,307	7	1	254,500
Commercial	0	0	0	1	15	150,000
Industrial	0	0	0	0	0	0
Inst & Gov	0	0	0	1	2	30,000
Agriculture	3	0	235,025	4	0	40,000
Other	0	0	0	0	0	0
<b>Total</b>	<b>46</b>	<b>14</b>	<b>4,003,632</b>	<b>29</b>	<b>29</b>	<b>3,716,079</b>
<b>Year To Date</b>	<b>256</b>	<b>120</b>	<b>36,080,141</b>	<b>225</b>	<b>108</b>	<b>34,087,759</b>
Demolition	3	2		7	1	
Sign Permits	0			1		
Sub Applications	11	10 (Lots Requested)		7	3 (Lots Requested)	



## WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Mark Fredericks, Senior Planner

**Date:** July 13, 2023

**Subject:** Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07

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### 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 motions:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a paintball facility on PID 45180635 on Highway 215 in Summerville, in a manner substantively the same as the draft set out in Attachment B of the report to the Planning and Heritage Advisory Committee regarding File # 23-07 dated July 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Marlene 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

A completed application was received on March 21, 2023 from Patrick Hill with the authority of the landowner's agent Marlene Hill. The planning application was needed to establish a paintball facility on PID 45180635 Highway 215, Summerville. This type of use can be

considered by Council through a development agreement, as paintball facilities are not a listed permitted use (as-of-right) in the underlying zoning.

## **DISCUSSION**

PID 45180635 is approximately 400 acres (1,618,744 sq. m.) in size. The applicant intends on using a small portion of the property for the proposed paintball facility. This portion is near the front of the property where a field and forest can provide varied terrain for two versions of the sport.

- 'Speed Ball' being played in an enclosed field, with placed obstacles.
- 'Woods Ball' being played in a forested area with vegetation and terrain as obstacles.

The front portion and full property are located entirely within the Resource Designation on the Generalized Future Land Use Map (Figure 1) of the West Hants Municipal Planning Strategy (WHMPS) and zoned General Resource (GR) on the Zoning Map (Figure 2) of the West Hants Land Use By-law (WHLUB).

The General Resource (GR) zone permits a wide range of land uses as-of-right, including automotive and forestry uses, churches and restaurants, retail stores and residential uses. These uses would not require a development agreement and could introduce traffic, noise, or have other impacts that may be considered undesirable to the existing uses.

### ***Surrounding Context***

The subject property is adjacent to the Loyal Hill Cemetery, in a rural area including cleared fields and forested areas. The properties to the south are generally located within the Summerville Hamlet are zoned Rural Residential (R-4) and Rural Commercial (RC). The proposed paintball facility is located outside of the Summerville Hamlet boundary. The subject lot is well separated from the Hamlet of Summerville with approximately 400 feet of wooded area to the nearest dwelling. The subject property also has an increased elevation and a large forested area that surrounds the proposed paintball facility on 2 sides.

Most of the properties outside of the Summerville Hamlet are zoned General Resource (GR) except for the Loyal Hill Cemetery, which is zoned Open Space (OS). The General Resource (GR) zone includes rural residential uses and an equestrian facility and riding ring across the street.

### ***Development Agreement***

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

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

The draft development agreement in Attachment B enables the paintball facility with the following requirements, as a summary:

- Parking – a minimum of 20 parking spaces to be provided. No on-street parking permitted.
- Size – must be contained within the *development area*.
- Setbacks – all activity must be setback 100 ft. (30.5 m.) from property lines.
- Buffers – vegetated buffer in the side yard abutting the cemetery.
- Hours of operation – limits commercial play to occur between 9am – 9pm.
- Recognition of cemetery

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

- Any change in the permitted uses list; and
- Any increase in the size of the facility, beyond the *development area*.

### ***Document Review***

#### **WHLUB**

New Recreation Commercial uses, including paintball facilities can be considered in any designation except the Village Core designation by development agreement. This type of development agreement is listed in Section 6.1 of the WHLUB.

##### *WHLUB 6.1 Development Agreements*

*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

...

*(y)Recreation Commercial uses in any designation, except the Village Core, in accordance with Policy 13.3.2 of the Municipal Planning Strategy;*

#### **WHMPS**

Part 9.0 of the WHMPS contains the overall intention for properties within the Resource designation and Section 9.1 describes the intention for areas zoned General Resource (GR). These areas are not considered prime agricultural land but are intended to encourage the

utilization of natural resources and a range of rural land uses. In addition to resource-based uses, other land uses can be considered by development agreement. Certain uses like a paintball facility may benefit from a rural location as large lot sizes and wooded areas can often provide separation between proposed and existing uses.

### **Specific Criteria**

Policy 9.1.7 is the enabling policy to be considered for this application. This policy provides Council with the ability to consider new Recreation Commercial uses in the General Resource Zone, by development agreement. The full list of criteria is included in Attachment A. In summary, the criteria are met since:

- The use will not adversely affect existing resource uses in the area; and
- The use is well suited for a rural location and is not more appropriately located in a Growth Center, Village or Hamlet.

In addition to the criteria outlined in this policy, Council must also consider the criteria from Policies 13.3.2 and 13.3.3. Policy 13.3.3 does not apply to this situation and is intended only for off-highway vehicle courses or similar uses.

Policy 13.3.2 provides Council with the specific criteria to consider new Recreation Commercial uses through a development agreement. In summary, the criteria are met since:

- The use is a recreation facility open to the public;
- The use does not include frequent use of motor vehicles like a racetrack or motocross course;
- The lot dimensions and structures are appropriately sized;
- The property can accommodate a safe roadway access as determined by Nova Scotia Department of Public Works ;
- Adequate parking is provided on-site;
- Neighbouring uses will not be adversely affected by excessive noise, littering, lighting or other visual intrusion;
- Adequate landscaping and buffering requirements are included in the draft development agreement.

### **WHMPS General Criteria**

Policy 16.3.1 establishes the general criteria that must be considered for all development agreement applications. 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, Municipal Public Works Engineering Division, and Nova Scotia Department of Public Works have no concerns which have not been addressed in this report.

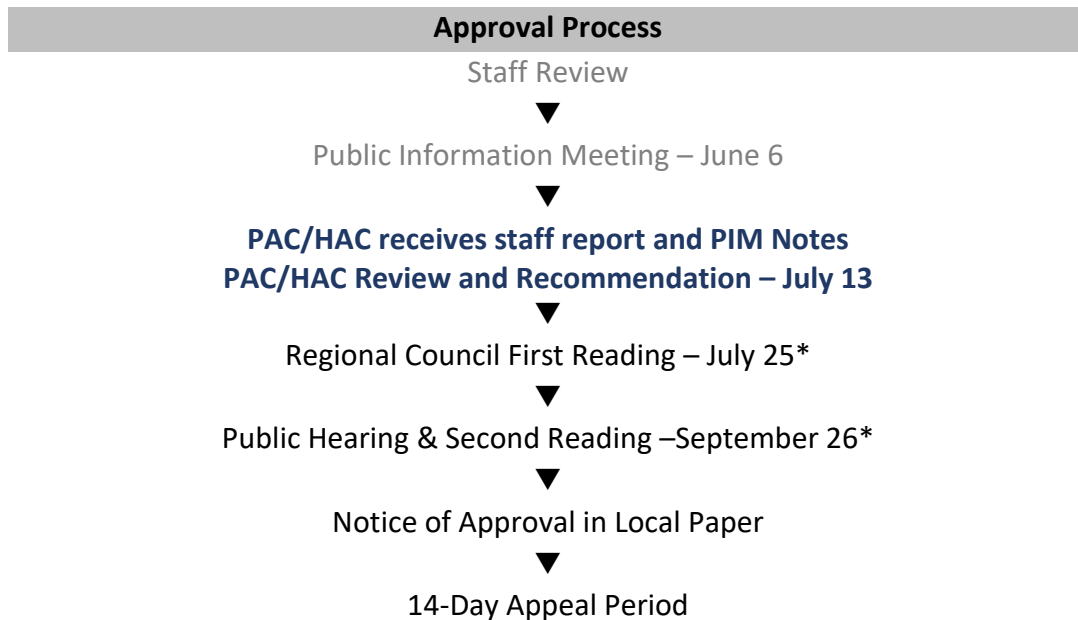
## MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the subject lot. The subject lot also has a low risk shown on the Seawater Intrusion Vulnerability map.

Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

## NEXT STEPS

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



\*anticipated dates; final dates set by Council

## 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; or
- 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
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: \_\_\_\_\_  
Mark Fredericks, Senior Planner

Report Reviewed by: \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

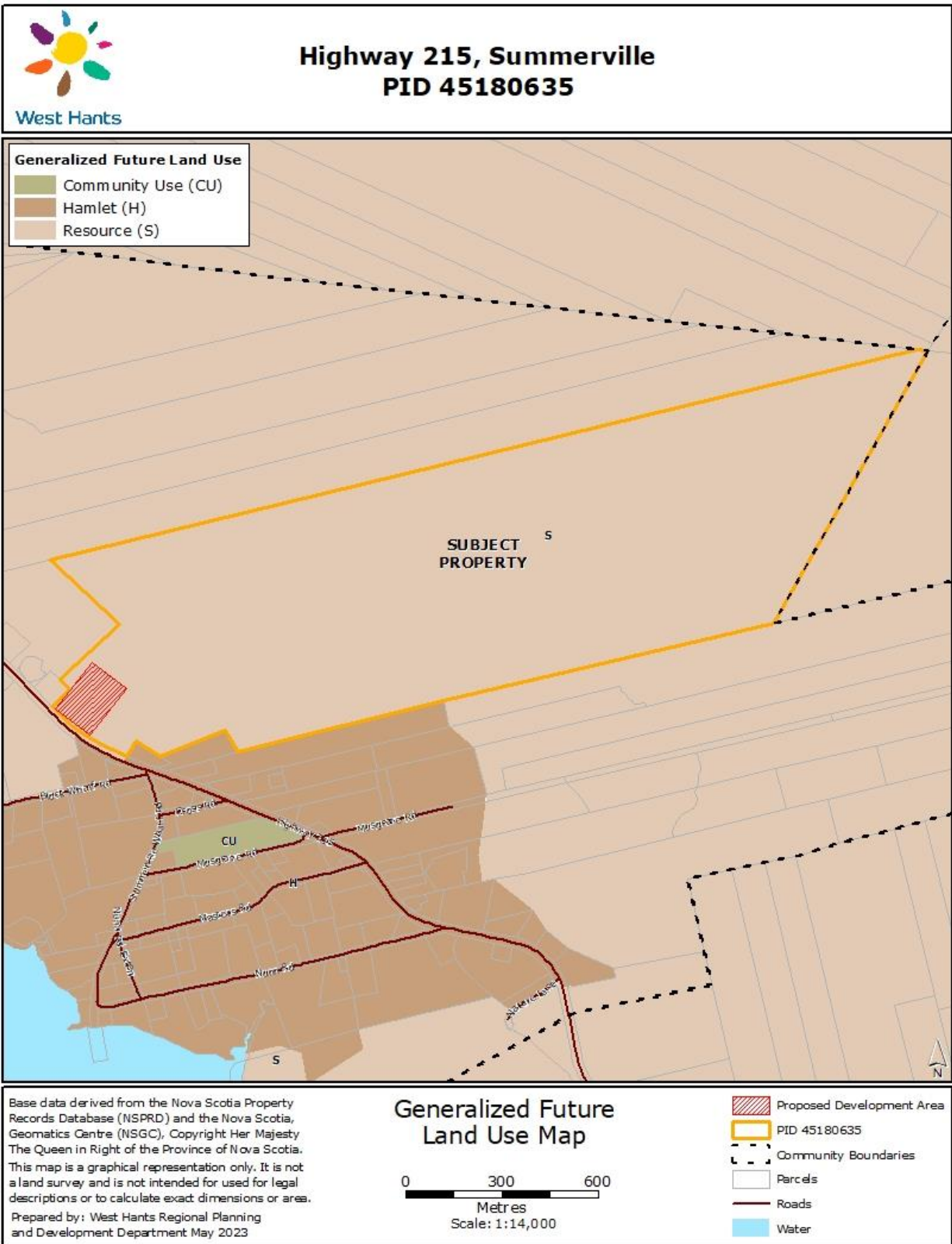
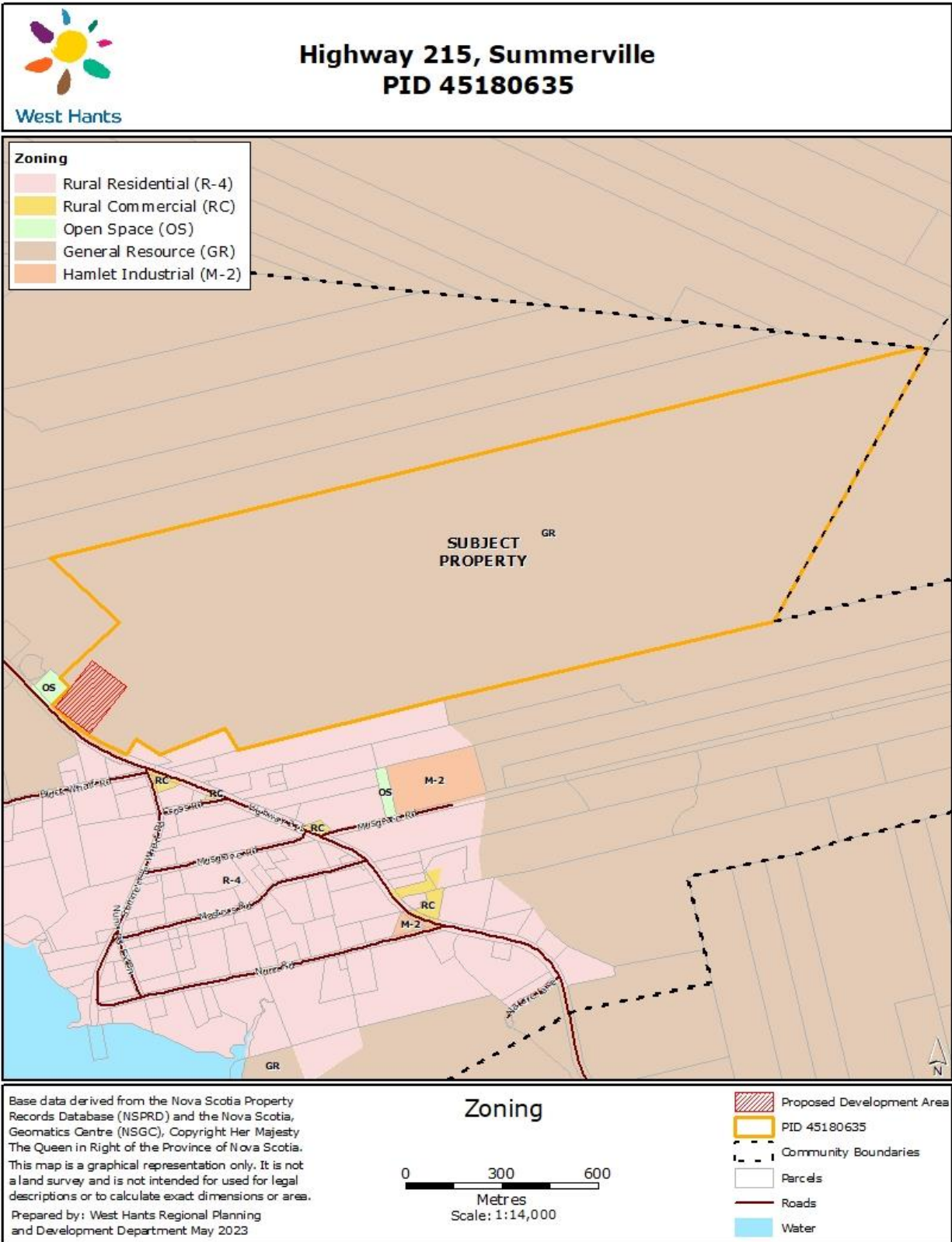


Figure 2 – West Hants Zoning Map Extract



## Attachment A

### Policy Summary for Development Agreements

#### West Hants Municipal Planning Strategy

**Policy 9.1.7** It shall be the policy of Council that new Recreation Commercial uses may be considered in the General Resource (GR) zone by development agreement subject to Policies 13.3.2 and 13.3.3, provided:

<b>CRITERIA</b>	<b>COMMENT</b>
<i>(a) the use will not adversely affect existing resource uses in the area; and</i>	The proposed Paintball Facility is not expected to affect any existing resource uses in the area. With the use of vegetated buffers and large setbacks, the impact to existing uses is expected to be minimal. The development area is located within the boundaries of a very large (400 acres) mostly wooded property. This provides separation from existing abutting uses.
<i>(b) 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 proposed Paintball Facility would not be better suited within a Growth Centre, Village or Hamlet. The proposed location, on the outer edge of the Hamlet of Summerville provides a large wooded property with more natural buffering and separation from existing uses.

**Policy 13.3.2** It shall be the policy of Council to consider the establishment of new Recreation Commercial uses by development agreement in any designation except the Village Core subject to the following criteria:

<b>CRITERIA</b>	<b>COMMENT</b>
<i>(a) the proposed use is a campground, golf course, driving range or other commercial entertainment or recreation facility which is open to the public and privately owned;</i>	The proposed Paintball Facility is a recreation facility that will be open to the public and privately owned.
<i>(b) the use shall not include race tracks, motocross courses or other establishments which require the continued or frequent use of motor</i>	The proposal does not include a race track, motocross course, or other frequent use of motor vehicles.

<i>vehicles;</i>	
<i>(c) the lot dimensions and any structures are adequate for the use at proposed capacity;</i>	The property is 400 acres in size and the development area is intended to accommodate the structures and activity within a confined area.
<i>(d) safe and efficient roadway access is provided;</i>	The Nova Scotia Department of Public Works has no concerns regarding the road network and have recommended a driveway location toward the southeast corner of the lot.
<i>(e) adequate on site parking is provided;</i>	A minimum number of on-site parking spaces is required in the draft development agreement.
<i>(f) if the proposed development is located in a Growth Centre, the property has adequate frontage on an arterial or collector road;</i>	Not applicable as the property is not located in a Growth Centre.
<i>(g) neighbouring uses will not be adversely affected as a result of traffic generation, visual intrusion, hours of operation, noise, lighting, littering, dust or other impacts;</i>	The use of vegetated buffers and large setbacks are expected to significantly reduce the potential impact to neighbouring uses.
<i>(h) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	The use of vegetated buffers and large setbacks are required in the development agreement.
<i>(i) any other matter which may be addressed by development agreement; and</i>	No additional requirements considered.
<i>(j) Policy 16.3.1.</i>	See below

**Policy 13.3.3** Notwithstanding clause (b) of Policy 13.3.2, Council may consider permitting off highway vehicle courses as Recreation Commercial uses by development agreement subject to the criteria of Policy 13.3.2 (excluding clauses (b) and (f)) and the following:

This policy is not applicable as the proposed Paintball Facility does not include any use of off highway vehicles or courses.

**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:

<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 Engineering Division confirmed that no central sewer or water services are available at this location. The development agreement requires compliance with the Provincial authority regarding on-site water/sewer facilities.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the proposal does not include any residential units.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection for the proposed uses. The local Fire Chief has stated that there is adequate fire protection for the proposed use and had no concerns.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Nova Scotia Department of Public Works has no concerns regarding the road networks adjacent or leading to the development.
<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</i>	No central sewer or water services are available at this location. The

<p><i>supply and either central sewer or an approved on-site sewage disposal system;</i></p>	<p>development agreement requires compliance with the Provincial authority regarding on-site water/sewer facilities.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Nova Scotia Department of Public Works has no concerns regarding movement suitability on the subject lot. There are no sidewalks leading to the site however it is not anticipated that people will walk to the Paintball Facility. There is no active rail transportation in the vicinity.</p>
<p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable for this proposal.</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>The Development Officer has no concerns regarding the pattern of development.</p>
<p><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></p>	<p>The portion of the subject lot where the development area is located is relatively flat. There are no water courses or wetlands on the property. No concerns were recorded during the site visit and the MCCAP does not show any potential for inland or coastal flooding or saltwater intrusion.</p>
<p><i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

**Attachment B – Draft Development Agreement**



## 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 -

**Marlene Hill**, of Summerville, West Hants, Province of Nova Scotia, (The current registered owner is Bradley Lake (deceased) with Marlene Hill acting as the Agent for the land)

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of a parcel of land located on Highway 215, Summerville (PID 45180635) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** the Property is designated Resource on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”), and

**WHEREAS** the Owner has requested that the Municipality enter into a development agreement to permit a Paintball Facility on the Property (the “Development”); and

**WHEREAS** Policy 9.7.1 of the Municipal Planning Strategy and Section 6.1 (v) of the Land Use By-law enable Council to consider entering into a development agreement to allow a Recreation Commercial use within the General Resource (GR) 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 and the other conditions herein;

**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 as defined as follows:

- (a) “Paintball Facility” means a recreation commercial use open to the public and operated for profit by private individuals. It is defined as a game that simulates military combat with players on one team trying to eliminate players on the opposing team by shooting capsules of paint at them.
- (b) “Development Area” means the portion of the property illustrated on Schedule B to this Agreement.

### **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 Municipality of the District of West Hants, effective on June 26, 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, effective on June 26, 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 June 26, 2008, as amended, or successor By-laws.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

- (a) The Parties agree that uses on the Property shall be limited to the following:
  - (i) those uses permitted by the underlying zoning in the Land Use By-law; and
  - (ii) a Paintball Facility.

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

### **2.2 Development Location and Design**

- (a) The Development shall be arranged within the Development Area as shown on the Site Plan in Schedule B.
- (b) The Owner shall design the Development to minimize impact on existing uses with vegetative buffers, fencing and large setbacks as described in this Agreement.
- (c) The Owner shall recognize the nearby Loyal Hill Cemetery and make reasonable efforts to pause or delay activity during funerals or other events in the cemetery.

### **2.3 Site Requirements**

- (a) The temporary or permanent structures, parking areas and playing courses shall conform to the following requirements, and be located within the Development Area shown on the Site Plan:

Minimum Front Yard	100 feet (30.5m)
Minimum Rear Yard	100 feet (30.5m)
Minimum Side Yard	100 feet (30.5m)
Maximum Building Height	35 feet (10.6m)
Maximum Height of Accessory Building	25 feet (7.6m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (c) The Owner shall keep all undeveloped areas of the Property landscaped or forested.

### **2.4 Access and Egress**

The main access/egress to the lot shall be directly from Highway 215. The driveway shall be approved by the Nova Scotia Department of Public Works prior to the Paintball Facility 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.

## **2.5 Parking**

- (a) The Owner shall provide a minimum of twenty (20) parking spaces on the Property.
- (b) No on-street parking shall be permitted.
- (c) Each parking space shall be a minimum of 10 feet by 20 feet (3m by 6m)
- (d) Parking shall be located within the Development Area as shown on the Site Plan.
- (e) The number of parking spaces may be varied by the Development Officer.

## **2.7 Vegetated Buffers, Netting and Fencing**

- (a) The Owner shall enclose all paintball course areas with safety netting that is able to capture any stray paint capsules.
- (b) The Owner shall provide a wide vegetated buffer along the property line that abuts the Loyal Hill Cemetery. Wide vegetated buffers shall be a minimum of 20 ft. (6 m.) wide and include:
  - (i) A mixture of local deciduous and coniferous trees, shrubs, and berms to form a dense or opaque screen, and maintained for as long as the paintball facility is active.
  - (ii) The tree species within the vegetated buffer shall include predominately White Spruce. Secondary tree varieties may include Grey Birch, Red Pine, and White Pine. Other local tree species may also be included.
  - (iii) At the time of planting, each tree shall have a minimum height of 4 ft. and each shrub shall have a minimum height of 1.5 ft.
  - (iv) Additional plantings may include Ninebark, Rosa Rugosa, Lilacs, Boxwoods or other local species.

## **2.9 Servicing**

### **(a) Waste Collection**

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**

The Owner shall provide water and sewer services to the property in a manner that is compliant with the provincial authority.

### **(c) Snow Plowing**

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

## **2.10 Maintenance**

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

## **2.11 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 control 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.

## **2.12 Hours of Operation**

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

## **2.13 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*:

- (i) number of parking spaces required; and
- (ii) height and area of a sign.

## **2.14 Subdivision**

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

## **PART 3 CHANGES AND DISCHARGE**

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

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a

public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.

**3.3** The following matters are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) increase in size of the paintball facility beyond the boundaries of the Development Area as shown on the site plan.

**3.4** Upon conveyance of land by the Owner to either:

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

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

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

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

- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
- (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the applicable 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 Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the 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.

## **PART 5 ADMINISTRATION and COMPLIANCE**

### **5.1 Compliance with other By-laws and Regulations**

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-laws 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 by-laws shall be deemed to be references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

### **5.4 Municipal Responsibility**

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

### **5.5 Breach of Terms or Conditions**

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

### **5.6 Costs**

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

### **5.7 Development Agreement Bound to Land**

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

**5.8 Assignment of Agreement**

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

**5.9 Written Notice**

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to **Marlene Hill, and Patrick Hill, 4850 Highway 215, Summerville NS B0N 2A0** or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

**5.10 Full Agreement**

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

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

\_\_\_\_\_ Per: \_\_\_\_\_

Witness

) Abraham Zebian, Mayor

)

\_\_\_\_\_ ) Per: \_\_\_\_\_

Witness

) Deanna Snair, Municipal Clerk

)

)

)

) **Marlene Hill**

)

)

\_\_\_\_\_ Per: \_\_\_\_\_

Witness

) Property Owner

**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, **MARLENE 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)

I, Marlene Hill, the “Deponent”, make oath and swear that:

1. **I acknowledge that I 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. I am nineteen years of age or older and am a resident 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. I am not a spouse and, with respect to the within property, I have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, nor any former spouse with rights in the within property under the *Matrimonial Property Act*, as amended.

I certify that on this \_\_\_\_\_, 2023  
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

\_\_\_\_\_  
MARLENE HILL

**Schedule A**  
**Legal Description**

No. 552 - RELEASE OF MORTGAGE  
TRANS CANADA CREDIT CORPORATION LTD.  
to  
RAYMOND ALBERT BROWN ET AL  
Regst'd. 1st August A.D., 1969 at 3.15 p.m.  
Cert. Ethel H. Cochrane, A Commissioner of  
the Supreme Court of Nova Scotia.

TO ALL TO WHOM THESE PRESENTS SHALL COME  
TRANS CANADA CREDIT CORPORATION LIMITED  
ABody Corporate, having a branch office  
at Windsor in the County of Hants and  
Province of Nova Scotia,

SENDS GREETING:

WHEREAS by an Indenture of Mortgage bearing date the 7th day of October, A.D. 1965 and recorded in the office of the Registrar of Deeds at Windsor aforesaid in Book 252 page 355, RAYMOND ALBERT BROWN and AUDREY IOLA BROWN for and in consideration of the sum of FOUR THOUSAND AND FIFTY SEVEN DOLLARS of lawful money of Canada to them paid by TRANS CANADA CREDIT CORPORATION LIMITED its successors and assigns certain lands and premises in said Indenture fully described to secure the payment thereof.

AND WHEREAS the said RAYMOND ALBERT BROWN and AUDREY IOLA BROWN have fully paid off and satisfied to the said TRANS CANADA CREDIT CORPORATION LIMITED the full amount of principal and interest due on the said mortgage and have requested a release of the same;

NOW KNOW YE that the said TRANS CANADA CREDIT CORPORATION LIMITED for and in consideration of the premises and of the payment to it of the said sum and interest hath granted, released, relinquished and quitted claim to the said RAYMOND ALBERT BROWN and AUDREY IOLA BROWN, the said indenture of mortgage and the principal sum and interest thereby secured, and the lands and premises therein mentioned and described;

TO HAVE AND TO HOLD the lands and premises mentioned and described in the said mortgage unto and to the use of the said RAYMOND ALBERT BROWN and AUDREY IOLA BROWN their heirs, executors, administrators and assigns, absolutely acquitted, freed and discharged of and from the said indenture of mortgage and the sum thereby secured.

IN WITNESS WHEREOF the said TRANS CANADA CREDIT CORPORATION LIMITED hath caused these presents to be signed by its proper officers authorized in that behalf and sealed with its corporate seal the day and year first herein written.

SIGNED, SEALED AND DELIVERED  
in the presence of

Janet M. Caldwell

W.W. Miller, Mgr.  
TRANS CANADA CREDIT  
168 GERRISH ST.  
WINDSOR, N.S.  
798-8341

PROVINCE OF NOVA SCOTIA,  
COUNTY OF HANTS, S.S.

On this 1st day of August, A.D., 1969 before me the subscriber personally came and appeared Janet M. Caldwell a subscribing witness to the within and foregoing indenture, who having been by me duly sworn, made oath and said that TRANS CANADA CREDIT CORPORATION, LIMITED by its Manager W.W. Miller duly signed the same and that she subscribed her name thereto as a witness.

BHC

Ethel H. Cochrane  
ETHEL H. COCHRANE  
A Commissioner of the Supreme Court of Nova Scotia.

\*\*\*\*\*

No. 553 - D E E D  
ERNEST LAKE  
to  
BRADLEY LAKE  
Regst'd. 1st August A.D., 1969 at 3.25  
p.m.  
Cert. Stanton Sanford, Councillor & J.P.  
Ex officio in & for the District of the  
Municipality of West Hants.

THIS INDENTURE made this 18th day of January,  
A.D., 1969

BETWEEN ERNEST LAKE, retired of Summerville, County of Hants, Province of Nova Scotia,  
hereinafter called the "GRANTOR"  
of the ONE PART

-and-

BRADLEY LAKE of Summerville, County of Hants Province of Nova Scotia,  
hereinafter called the "GRANTEE"  
of the OTHER PART

WITNESSETH that in consideration of 2000.00 Dollars The Grantor hereby convey to the Grantee the lands described in the Schedule marked "A" hereto annexed.

"A"

All that lot of land and premises situated in Summerville aforesaid, bounded and described as follows. BEGINNING at the eastern side of the highway No. 15 at the southern line of a lot of land formerly owned by Otis Vaughan, thence running south 82 1/4° East along said line to the Base line road so called, thence- said road dividing the lands hereby conveyed by Handly Loomer Estate to Stanton Sanford; thence in a southerly direction along said Base line to the northern line of lot No. 7 and now owned by Howard Spencer, thence north 82 1/4° west along northern line of Howard Spencer to main Highway, thence northerly along said

highway to place of beginning containing 400 acres more or less. Saving and excepting however the gypsum and plaster in under and upon said lands and premises together with all rights, easements and privileges which were reserved in a deed from one C. Annie Dimock and others to Douglas Saunders for a particular description of which reference may be had. ALSO excepting from said lands and premises the Baptist Burying Ground so called. Also excepting lands deeded to Marjorie Lake and giving Ernest Lake the full rights and privileges at and around his house and wells for the duration of his life. It being also agreed that Marjorie Lake have a right-of-way over this property along the water line from her house to the water source, to repair and maintain said water line.

THE GRANTOR covenant with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the said Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the said Grantor will procure such further assurances as may be reasonably required.

IN WITNESS WHEREOF

IN THE PRESENCE OF

Jacqueline Sanford

Ernest F. Lake (L.S.)

PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS S.S.

ON THIS 18 day of January, A.D., 1969, before me, the subscriber personally came and appeared Jacqueline Sanford a, subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Ernest F. Lake of the parties thereto, signed, sealed and delivered the same in her presence.

Stanton Sanford  
Councillor & J.P. exofficio in & for the District  
of the Municipality of West Hants.

\*\*\*\*\*

No. 554 - D E E D  
HOWARD ROSS D'ARCY ET UX  
to  
WILLIAM C. SARGENT ET UX  
Regst'd. 4th August A.D., 1969 at 9.00  
a.m.  
Cert. George B. Robertson, A Commis-  
sioner of the Supreme Court of Nova  
Scotia.

THIS CONVEYANCE made this 30th day of July, A.D.,  
1969;

BETWEEN HOWARD ROSS D'ARCY, of Ardoise, in  
the County of Hants, and Province of  
Nova Scotia, Teacher, and GAIL V. D'ARCY, his wife,  
of the same place;  
hereinafter called the "GRANTORS"  
of the One Part

-and-

WILLIAM C. SARGENT, of Dartmouth, in the County of  
Halifax, and Province of Nova Scotia, Naval Archi-  
tect, and EDNA MARGARET SARGENT, his wife, of the  
same place, as joint tenants and not as tenants in  
common;  
hereinafter called the "GRANTEES"  
of the Other Part

WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, and other good and valuable consideration to the Grantors in hand well and truly paid by the Grantees, at or before the ensembling and delivery of THESE PRESENTS, the receipt whereof is hereby acknowledged, the Grantors hereby convey and grant to the Grantees as joint tenants and not as tenants in common

ALL that certain lot, piece or parcel of land situate, lying and being at Ardoise in the County of Hants and Province of Nova Scotia, being more particularly bounded and described as follows: BEGINNING at a point on the south side of the highway marking the northeast corner of lands formerly owned by one Miller and now owned by Annie Alice Davis and adjoining other lands of Annie Alice Davis, the said point being one hundred seventy-eight decimal three tenths (178.3) feet in a northwesterly direction from the northwest corner of the foundation of the Davis house; THENCE South six degrees west (S6° W) seven hundred sixty-three (763) feet to a stake at the brook; THENCE Northeasterly following the various courses of the brook two hundred eight (208) feet to a stake; THENCE North twenty-nine degrees thirty minutes east (N 29° 30' E) five hundred forty (540) feet to a stake on the south side of the highway; THENCE North sixty-three degrees forty-five minutes West (N 63° 45' W) three hundred eighty-five (385) feet or to the point of beginning, containing three and one-half (3½) acres

Schedule B  
Site Plan

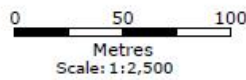






Highway 215, Summerville  
PID 45180635



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for use for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department June 2023

Proposed Development Area  
Site Map



-  Proposed Development Area
-  PID 45180635
-  Parcels
-  Roads

**Attachment C**

**Public Information Meeting Notes**

**June 6 – June 20, 2023**

**Development Agreement – Paintball Facility, Highway 215, Summerville**

<b>Meeting date and time</b>	A Public Information Meeting was held on June 6, 2023 beginning at 6 p.m. in Council Chambers at 76 Morison Drive, Windsor. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	In attendance: Three (3) Councillors: <ul style="list-style-type: none"><li>• Councillor Jannasch (Chair)</li><li>• Councillor Ivey</li><li>• Mayor Zebian</li></ul> Four (4) members of staff: <ul style="list-style-type: none"><li>• Planner Mark Fredericks</li><li>• Planner Alex Dunphy</li><li>• Planning Administrative Assistant Vanessa Lake</li><li>• Chief Administrator Officer Mark Phillips</li></ul> Applicant: <ul style="list-style-type: none"><li>• Patrick Hill</li></ul> Approximately 25 members of the public attended the meeting in-person.
<b>Applicant</b> Patrick Hill  <b>Property</b> Highway 215, Summerville PID 45180635	Senior Planner Mark Fredericks outlined the request from Patrick Hill to establish a Paintball Facility on PID 45180635, Highway 215, Summerville.  The applicant made a formal presentation. Patrick presented his intention to provide an outdoor recreation opportunity for members of the public to experience and try the sport of paintball. He explained that the paintballs are bio-degradable and that only intends to operate Friday-Sunday 9am – 5pm. The operation would be seasonal from May – October and closed during the winter months. Decibel readings of paintball guns are approximately 40-50 decibels, which is comparable to rural traffic noise.
<b>Comments</b>	Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail and telephone between June 6 – June 20, 2023.  Approximately 10 members of the public spoke at the Public Information Meeting. Seven (7) comments or questions were

	<p>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.</p> <p>Members of the public present at the Public Information Meeting asked about the proximity to the cemetery, and driveway access and location. Comments from the public also included questions about the environmental impact of the paintballs, which the applicant indicated he planned to only use food-grade biodegradable paint capsules.</p> <p>Discussion points included parking and maximum capacity of players.</p> <ul style="list-style-type: none"><li>• Horses and noise impact</li><li>• Any plans to expand</li><li>• Support for the idea of the business</li><li>• Ideas for vegetation, fencing and noise buffering.</li><li>• Parking, ensuring all parking is contained on-site.</li><li>• Question about tournament and ensuring adequate parking is provided</li><li>• Funeral notification process to Patrick who agreed to close the paintball fields during funerals.</li><li>• Questions about who would enforce/control these issues.</li></ul> <p>Telephone conversations included the following:</p>
<b>Adjournment</b>	The meeting was adjourned at 6:48 p.m.

## Email and letter correspondence:

**From: Lola Velden**  
**To: Mark Fredericks**  
**Date: June 6, 2023**

Good evening,

After attending tonight's public information meeting, I wanted to reach out and address some of my concerns and more of my questions I had surrounding the permit for the paintball facility. My questions/concerns are as follows:

-How will Mr. Hill communicate to his customers that there is a cancellation or that the facility will be closed due to a funeral service? I worry this will result in more issues concerning traffic, parking, and respect to the grave yard.

-Is there any proof that noise will "not be an issue." Yes, Mr. Hill did claim that a singular paintball gun should be no louder than local traffic, however where is this proof and can we be sure of this. After doing some research of my own, paintball guns and the facilities themselves are not a noise free activity. From the sound of the guns firing, people yelling, to the whistle and sirens that wail to inform the players that games are starting/ending. How can we ensure that respect will be kept for the other members of the community who will be affected by this.

-In relation to noise, what sort of "props" will be on the grounds of the facility. Will the facility be metal, blow-up, plastic? These props that will be used during the games will affect the noises that occurs. For example, if metal is used, then the noise of paintball shells hitting the siding of metal containers will be amplified and could cause more disruption for the community.

The community of Summerville is beautiful because of its simple beauty. Many tourists rave about the beauty of the community. Building large and odd parts for this facility would make the paintball area look out of place, and would not match the surrounding area.

-In the meeting, many people were concerned with the traffic, parking, and amount of people that would be commuting on the very narrow and low visibility part of the 215 highway. Again, Mr. Hill claimed that all of that would be dealt with and that safety would be ensured. I guess my question is, what is being done to ensure that safety is a number one priority. As well, is Mr. Hill willing to take responsibility for if there is a car accident due to the placement of the facility.

-Also in regards to safety, who will be monitoring the facility to insure proper safety is being implemented. Also what about maintenance of the facility, rule following, and the environmental state of the land?

-A comment came up in the meeting concerning the pond that is located behind the grave yard. Based on the layout for the proposed map of the facility, the playing fields and equipment storages will be in very close proximity to this pond. This pond has been known for years to have fish, frogs, and a beaver community. How can we ensure that this wildlife will be safe and remain protected?

-Mr. Hill mentioned that washrooms would be available on site. Will these be portable toilets? If so, how will they be taken care of and how will they be ensured they are maintained. Also, who is in charge of overseeing this part of the facility?

-One of my biggest concerns regarding the new facility is its proximity to the grave yard. Mr. Hill claimed that he would make proper arrangements to allow for the proper respect of those who might be visiting the grave yard due to a funeral. However, many members of the community visit the grave yard daily to pay their respects. I feel that having the paintball facility so close would impact the experience for those trying to mourn loved ones.

There is also concern of destruction to the tombstones due to the paintball guns. Again, Mr. Hill claimed that netting would be in place to protect this area, but there was no proof or further discussion around the matter during the meeting, which left me questioning what was actually going to be done to prevent this.

Overall, I just would like to state that I think the idea of a paintball facility in the community of Summerville is not a good idea. The fact that Mr. Hill was present at the meeting with no evidence of research, no written out plan, no details of the facility, and more seemed to be that he had no true plan of action and was just making promises to the public. How can we ensure that all these so called promises he has made will be met in this new facility.

Thank you for your time,  
Lola Velden

...

**From: Mark Fredericks**

**To: Lola Velden**

**Date: June 6, 2023**

Hi Lola,

Thanks for reaching out.

We have not determined how the relationship with the cemetery will work yet. This is something we are investigating and recognize there may be visits beyond funerals that could be impacted by the Paintball facility. The paintball course props are not intended to be loud sheet metal but may include wood pallets and inflatable obstacles. Parking and road access will be controlled within the development agreement and road safety is the responsibility of the Provincial road authority who will issue a commercial access permit, only if the driveway location can meet their safe stop sight distance requirements. Setbacks from the road, property lines and watercourses will also be controlled within the development agreement to minimize impact on any ponds, streams, and adjacent properties. Portable toilets are being proposed, and we are investigating this aspect with the provincial department of environment who regulates septic systems and drinking water wells. If appropriate, these facilities can be controlled within the development agreement through a maintenance schedule to ensure any portable facilities are maintained regularly.

I've captured your concerns contained in this email and we aim to address many of these issues through the development agreement process.

Thanks

**From: Pam Paterson-Hill**

**To: Mark Fredericks**

**Date: June 19, 2023**

Good morning.

I am writing to give my support to the idea of a paintball range in the community of Summerville. I am a resident of Summerville.

Summerville is an area of West Hants that is prime for growth. It is 30 minutes from Windsor.

An easy drive in the summer. Summerville and “the shore” have often felt like a forgotten region when it comes to development. This would be a step in the right direction. It would also be another activity to draw people to the area. Summerville has a wonderful restaurant and fantastic bass fishing. There is a campground in Kempt and a golf course in Cambridge. This paintball course would be another benefit to the area, providing entertainment and employment opportunities.

I cannot express my support more strongly. The naysayers may be vocal, but they are wrong.

This is an opportunity that should be given support by the community and allowed the chance to thrive for the benefit of future growth.

Pam Patterson

**From: Carolyn Smith**  
**To: Mark Fredericks**  
**Date: June 14, 2023**

Re: Proposed Paintball Facility in Summerville

Dear Mr. Fredericks:

In follow-up to the information meeting held on June 6, 2023, I would like to reiterate my position on the above-noted proposal.

I am President of the Loyal Hill/Musgrove Road Cemeteries Committee. I have only been involved with this group since November 2020 and am amazed at the amount of volunteer work that goes into keeping our cemeteries looking well. I have lived in this community for 60 years and I am not against a Paintball Facility and perhaps it would be a good thing for the community but why does it need to go directly beside the Loyal Hill Cemetery? They appear to own alot of acreage and I am sure they could find another spot that would be more suitable, other than the fact that this land is already cleared.

I do not know Patrick Hill personally and therefore cannot express an opinion on his behavior. At the meeting he appeared to want to be respectful of the cemetery and I can only hope that this will continue to be the case. I know that he told our local funeral director that he will not operate during a funeral. Who will be responsible to notify him when a funeral is taking place? It is not going to be anyone from our group.

Although most of the funerals are conducted by Reed Allen, there are other funeral homes who do conduct services there and last year a funeral home from Truro did a burial. How will these people know to contact Patrick? Again, we are not going to be responsible for this.

Unfortunately, most funerals are held on the weekend and this will be prime paintball activity time. I just cannot see the viability in shutting down for an hour or two. If anyone travels any distance to play and then finds out they have to stop for a period of time, I think that is when the problems will start. My fear is that they will take it out on the cemetery. We rely solely on donations and do a small amount of fundraising but we are a very small group and most of us are seniors. We do not have the means to start replacing or repairing headstones and we will be the first ones that the lot owners or family members will complain too. Will Patrick be required to carry liability insurance in the event that damage does occur?

In speaking with local residents, most were not aware that this was being proposed. Only those who have property within a certain distance were notified. Will you be holding a local meeting in the community perhaps at the Summerville Fire Hall or the Flying Apron so that other people can hear the pros and cons? Patrick did give some details but he really didn't have any

information to back up what he said. He said the paintballs cannot go over a 12 foot fence, which he plans to erect but where are the facts to prove this? I think we need alot more information as people are of differing opinions about how much damage can be done to the environment or to individuals. I would say that this is on him to prove to the community that this will be a good thing and he needs to present it with facts.

Also, has the local fire department been notified of this? There are acres of woodland around this area. Is there a possibility that a fire could occur due to paintball activity?

In closing, my main concern is that the cemetery remain protected and I think we need more information backed up by facts that will address everyones fears before granting approval to this request.

Thank you.

Carolyn Smith

**From: Shauna Thompson**  
**To: Mark Fredericks**  
**Date: May 29, 2023**

Hi Mark,

I understand you're looking after the file regarding the business proposal for the property described below. We're trying to understand how close the proposed business would be to our property. Are you able to disclose the site on the property they intend to develop? We operate an equestrian business across the road and proximity will determine the degree of impact (if any).

Thank you,

Shauna Thompson

...

**From: Mark Fredericks**  
**To: Shauna Thompson**  
**Date: May 30, 2023**

Hi Shauna and Glen,

Thanks for reaching out. I understand you have an equestrian riding ring across the street from the graveyard and the proposed paintball facility is planned to locate on the property to the south of the graveyard. Most of the activity is intended to locate towards the back of the field and in the wooded area. The *attached* sketch/site plan was submitted as part of the application and helps illustrate the proposed layout.

There is opportunity to adjustment or revise this layout in ways that could include additional buffering or fencing to help minimize the impact on the surrounding properties. For example, one revision will relate to the proposed driveway, which the road authority has asked to be moved further south to comply with their stop sight distance requirements.

Please let me know if you have any questions.

You can reach me at the number below if you'd like to discuss in more detail.

Thanks

**From: Shauna Thompson**  
**To: Mark Fredericks**  
**Date: June 19, 2023**

Mark Fredericks June 19, 2023  
Senior Planner  
West Hants Regional Municipality  
Re: Paintball Permit for PID 45180635

Dear Mr. Fredericks,

My husband Glen Thompson and I live at 4993 Highway 215 and our property is across the road from the proposal indicated above. After attending the information session and doing some subsequent research on this type of business, we have the following feedback regarding the proposal for the Planning Committee's consideration:

**Noise Concern**

We are gravely concerned about the noise that will be created by the combat simulated, high intensity sport recognized as an extreme sport. Since neither of us have played speedball or paintball, we did some researching. After looking into the sport, noise from not only the guns, but from sirens, whistles, yelling, etc. is expected. Mr. Hill mentioned at the information session that 5 on 5 speedball would be played in the field area. There are countless videos easily found on YouTube that demonstrate the game. Please take a few minutes to watch the links below in order to get a sense of what this activity sounds and looks like (note; we picked the first two that weren't overlaid with music but there are many more available).

<https://www.youtube.com/watch?v=8kqf9g3sl1o>

<https://www.youtube.com/watch?v=6mcyHx4TfBU>

Based on what you see in videos such as these and what we've learned about paintball, we strongly believe that the disruption to Red Ridge Farm's equestrian business, operating out of the arena directly across the road, the Loyal Hill Cemetery adjacent to the proposed site and the surrounding community would be substantial. I am an Equestrian Canada Licensed Coach who uses the riding arena almost daily to teach and train riders and horses. Students range in age from children to adults at all levels of skill including beginner level and the arena is also rented out to other coaches who bring riders with a range of skill and ability. Young and inexperienced horses are also using the arena. Anyone who has equine experience will tell you that loud popping and cracking noises can easily startle horses putting the rider and horse at risk. A startled horse may run blindly and there are countless incidents citing injuries to horse and/or rider which can be severe enough to cause permanent disability or even death. Even if more experienced riders and horses handle the noise better, the noise and commotion from the paintball park would certainly have a negative impact on our growing business resulting in lost revenue.

The riding arena is used 6-7 days a week and I observe visitors at the Loyal Hill Cemetery several times a week during that time. It is likely that the frequency of visitors is much higher. Although there could be a way to accommodate funerals, it would be impossible to do this for the visitors and they would have to listen to combat type noise in the background. This could be especially upsetting, if not unbearable, for veterans.

**From: Mark Fredericks**  
**To: Shauna Thompson**  
**Date: June 20, 2023**

Hi Shauna and Glen,

Thank you for attending the Public Information Meeting and for submitting this letter. I can confirm the municipality has received it and saved it as part of the application.

We recognize the same concerns and are exploring options for a revised layout with the applicant. We are also reviewing buffering and setback requirements to provide adequate separation between the different uses in this part of the community.

More information will be presented to the Municipality's Planning Advisory Committee at an upcoming meeting. You can preview this committee's agendas, here:

<https://westhants.ca/planning-advisory-committee-1/planning-advisory-committee-meeting-packages/2023.html>

Let us know if you have any questions.

Thanks

**Received by mail:**

June 13, 2023

Mark Fredericks  
West Hants Regional Municipality  
76 Morrison Dr., PO Box 3000  
Windsor, NS  
B0N 2T0

Re: Paintball Facility, Summerville, NS

Dear Mr. Fredericks:

I have been a volunteer with the Loyal Hill and Musgrove Road Cemeteries for approximately 25 years and have served as Treasurer for 23 years.

In the past, we have always worked successfully with the owner of the adjoining property, the late Bradley Lake. Since his death, we have had interference from his daughter, Marlene Hill on several occasions. She has always expressed concern about how any maintenance work carried out at the cemetery will affect the pond or the adjoining property. I feel that now since she is the acting agent, she will have influence on how this facility will be managed. Now it appears that her worries regarding how the land is maintained will be on the back burner.

I am also concerned regarding the potential noise that could come from the Paintball Facility. Because Summerville does not have a Noise Bylaw, this could take away from the cemetery being a peaceful place.

We had issues before regarding partying on the adjoining property which spilled over into the cemetery and vandalism occurred. We asked that they keep off the cemetery property, however this did not work and we had to report the damage to the RCMP. The only suggestion they had was to erect a fence and to put up "Keep Out" and "No Parking" signs. This is not acceptable for a cemetery. We feel that if similar issues occur because of this Paintball Facility, we will have little support from the RCMP.

We pride ourselves in the appearance of this cemetery and work hard to maintain this. I feel that the equipment on this Paintball Facility will take away from the peaceful appearance we as a group are striving for.

Please take into consideration all of my concerns when determining if this Paintball Facility will be granted.

Yours truly,

Juliette Spencer

**Received by mail:**

June 14, 2023

Submission to: Mark Fredericks

Re: The proposed zoning for a Paintball Operation on Hwy 215 Summerville.

Attached are three concerns regarding the operation of a Paintball business.

Thank you for the opportunity to submit this package.

With Respect,

A handwritten signature in blue ink that reads "Ernie Ross". The signature is written in a cursive style with a large, stylized "E" and "R".

Ernie Ross

At our first information meeting we were assured by Patrick Hill that paintballs were 100% safe for the environment. This is not true. On the attached pages 1,2,&3 a paintball player James Ferro had first hand knowledge of his dog getting very sick from eating the contents of a paintball. Paintballs are very toxic to animals.



## James Ferro

James Ferro is a storyteller, outdoor enthusiast and avid gamer. he spends his free time camping, hiking and gaming. "I'm not a big fan of guns, But paintball is fun."



## Related Posts



[Who is The Best Paintball Player in The World](#)



[How Far Can a Paintball Sniper Gun Shoot](#)



[How Far Can A Paintball Gun Shoot](#)

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## Are Paintballs Toxic To Animals?

**Yes, paintballs are toxic to animals. Unlike the human body, animals' bodies can react negatively once they consume paintballs.**

As we know, paintball filling is made with lots of active ingredients like gelatin, propylene glycol, polyethylene glycol (PEG), glycerol, dye, wax, etc. As soon as these ingredients enter an animal's body, they drain water from one tissue and redirect it between other tissues.

Therefore, animals will have severe electrolyte and salt toxicity, which can lead to more serious problems such as brain seizure, blood vessel tearing, etc. High level of sodium in the blood is also dangerous and hard to identify. It can lead to brain shrinkage.

Some indications to identify whether the animal is facing this or not are- Chemical imbalance, unusual behavior, seizures, depression, blindness, and sometimes coma or death as well.

## Is It Safe For Dogs/Pets To Consume Paintballs?

Well, unlike humans, animals can't say how they are feeling and what the reason can be. So first of all, we have to be careful in keeping dangerous things at home.

Now that you know paintballs are dangerous for animals, so keep these away too. Back to the point, how to understand my pet has consumed paintballs and how fatal it can be? How paintballs will affect the animal body will depend on how much paintball they have eaten up.

If your pet is small (under 25 pounds), consuming two or three paintballs is enough to take him for medication. But if the pet's body weight is up to 60 pounds, it will be fine at five or six. But don't neglect them; take them to the

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doctor if you suspect they have consumed paintballs. A few clinical signs the animals have eaten up paintballs are- vomiting, dehydration, diarrhea, tremors, heavy panting, weakness, elevated heart rate, increased thirst, etc.

## **What Should You Do If Your Dog Consumes Paintballs?**

If you suspect your pet (dog, cat) has consumed paintballs, wait for one hour. In one hour, if you notice any of the symptoms I have mentioned above, take the pet to the doctor immediately or call pet poison helpline for help.

The doctor will check the sodium level in the blood; it's high or low, don't worry doctor will balance it with intravenous fluids ingestion.

But be careful; paintball toxicosis is very dangerous. If you get too late, everything will get more complicated. Because within 18 hours of salt poisoning, doctors can easily handle the situation. But if 18 hours have passed, they will need critical care. If you try to give the iv fluids quickly, animals can face edema or swell in their brains.

Don't forget to check the sodium level in the blood every 3 hours; it will let you know the poisoning level and indicate what to do next.

## **What ingredients are in a paintball?**

Paintballs are not actual paints, then how did they look like paints when they broke? Well, the secret lies in its ingredients. Paintballs have two parts- the outer shell and the filling just like creamy cookies. Let's first know what the outer shell is! just because I have said paintballs are like creamy cookies, don't dare to think they are made with bread dough. The outer shell of paintballs is made with gelatin. It will feel rubbery and taste awful, but don't worry; they are not harmful to human bodies and not animals too.

Now let's know the filling. Paintball filling is a mix of water, food coloring, and a few substances like poly ethylene glycol (PEG), glycerol, propylene glycol, dye, etc. And be careful here because though these ingredients are eco-friendly and don't harm human bodies, they are absolutely not safe for animals.

## FAQ

### Are paintballs water or oil-based?

Both. You will find both water soluble and oil based paintballs in the market. While water soluble paintballs are biodegradable and can be easily washed out of cloths, oil-based are not biodegradable and hard to wash off.

### What kind of paint is inside a paintball?

Not any kind of paint is inside a paintball. The coloring burst we see after shooting with a paintball marker is a mix of gelatin, water, and food coloring. Sometimes dye is also used to make the filling colorful.

### Final verdict

So now you know are paintballs toxic to animals or not. In the end, one thing is clear, paintballs can be dangerous to pets and children when consumed in a large amount. In case that happens, you already know what you should do, as I have mentioned above. In case you forgot, be sure to read the article again.

Don't think twice about throwing a comment if you have something to know related to paintballing. I am always here to answer you.

How many paintballs does a player need for one hour of play?

Experienced players say an average player uses approximately 150 paintballs per hour.(page 7)  
Pro-rate this to 4 hours and it comes to 600 per player for a 4 hour game.

Two teams of 5 players each may use up to 6000 paintballs. If there is one game in the morning and another in the afternoon potentially 12,000 paintballs will be on the ground. If this is played over Friday, Saturday, and Sunday potentially 36,000 paintballs could be fired.

How will these paintballs be cleaned up and by whom?

Some of these guns can reach 530 plus feet (page9). I am concerned on a windy day a paintball could carry 600 feet. Because of the cemetery butts right up to the 400 acres some paintballs could fall on the cemetery property. A setback of 600ft could take care of this problem.

## How Many Paintballs Do I Need For 2 Hours?

/ Guides / By James

***Use this guide to work out how many paintballs you'll need for a 2 hour session of paintball.***

Figuring out how many paintballs you'll need can be confusing. Of course you want to ensure you have enough to play the whole game but you also don't want to be stuck with an abundance of paintballs after the day. Buying too many paintballs isn't an issue if you're a frequent player but for those who only play every now and then this could become problematic, especially when you consider the fact that **paintballs do eventually go bad**.

In this article I'll explain how to work out how many paintballs you'll need for a 2 hour game of paintball.



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## Factors To Consider When Working Out How Many Paintballs You'll Need

There are a number of factors that will influence the amount of paintballs you'll need.

### The Type Of Paintball You're Playing

The most important factor when working out the amount of paintballs you'll need is the type of paintball you're playing. 150 paintballs per hour is a good rule of thumb for traditional paintball but this varies significantly when playing different versions of paintball. For example a game of Woodsball which is generally played on large forested areas your paintballs will likely last longer as you'll be seeing other players less frequently.

### Your Skill Level

Experienced paintball players who are more accurate with a marker in hand will generally burn through less paintballs. On the other hand a complete newbie to the game will likely be less efficient and use paintballs at a much faster rate.

### How Aggressive You Play

Another factor that largely impacts paintball usage is your playing style. Players that adopt the aggressive "run and gun" play style will likely use paintballs at a faster rate. Conversely, someone who plays with a more strategic mindset and chooses their shots carefully will also benefit from having their paintballs last longer.

## How Many Paintballs Do You Need For 2 Hours

***The average paintball player uses approximately 150 paintballs per hour. Using this number we can estimate that you'll need roughly 300 paintballs for a 2 hours of paintball.***

If you're new to the game of paintball or like to play an aggressive style of game you should up this to 400 paintballs. On the Other hand if you're more reserved and calculated with your shots you could easily get away with 200 paintballs. Remember it's always better to allow for extra than be left short out on the field. There's nothing worse than running out and being a sitting duck!

## Best Place To Buy Paintballs



## ABOUT US

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No longer do you have to sacrifice accuracy to increase the range of your paintball gun. Now all you need is a magfed (magazine-fed) paintball gun and First Strike rounds and you can increase both your range and your accuracy at the same.

By how much?

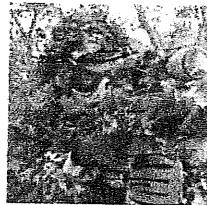
First Strike states right on the box that their shaped projectile rounds fly twice the distance and are 25x more accurate than a regular paintball. And from what I've seen I believe this to be true, except the maximum range is slightly less than double that of a regular paintball.

First Strike rounds have a maximum range of 530+ feet when shot out of a paintball gun at 280 FPS, whereas regular .68 caliber paintballs (shot out of a regular barrel) have a maximum range of 280+ feet when fired at the same velocity. The most impressive part about First Strike rounds, however, is that they seem to slow down at a much slower rate, giving them a maximum effective range of around 400+ feet before they start to slow down to the point they'll bounce off an enemy player.



**7 Best Paintball Barrels of 2023 | Accuracy | Sound | Aesthetics**

**How to Improve Paintball Gun Accuracy | 7 Tips to Shoot Straight**



**Evan Grantham**

Woodsball player, magfed player, automag owner, paintball sniper. Have played woodsball and scenario paintball (on and off) since 2007 and still loving the game!

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9

Last but not least is the issue of paintball tanks explode and could cause a fire.

This proposed operation is going to take place in the driest months of the season. We do not want and should not have to put up with a fire risk operation. With tournaments happening the teams bring their own guns. Who will be checking all the guns and tanks before the first ball is fired?

#### FIVE WAYS AIR TANKS CAN EXPLODE

1.0 The tank gets too old (page 12)

2.0 The tank is poorly made (page 13)

3.0 Oil is put in the tank (page 14 & 15)

4.0 Severely damaging or breaking the tank (page 15 & 16)

5.0 Tanks are not being Hydro tested (page 18 & 19)

Based on the evidence submitted, the outdoor paintball operation should be moved into a building or be denied in Summerville.



# Can paintball tanks explode? (How to stay safe)

Over the years, paintball has grown to be a competitive and exciting sport that many take part in. Recently, all the fun and games of this activity have caused people to stop in their tracks and wonder, “Can paintball be dangerous?” When you think about it, paintball tanks are made of harsh gasses like CO2 and contain high air pressure.



**Yes, paintball tanks can explode. There have been a few reported cases of paintball tanks exploding and harming others near the explosion. There are several reasons why paintball tanks explode. Here are a few:**

- Too old

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- Manufactured poorly
- Oil is being put in the tank
- Severely damaging or breaking the tank during play

- **Not being hydro tested**

As you can see, there are several ways paintball tanks can explode. Luckily, it's possible to prevent a paintball tank from exploding. I've decided to break down a few of the most common causes for paintball explosions as well as safety measures that should be taken when handling paintball tanks. This way, you can remain safe while engaging in fun and friendly competition.



Paintball tanks can explode. Make sure you are aware of things that can damage it.

## What Causes a Paintball Tank to Explode?

Paintball tanks have the power to cause intense and harmful explosions. Every single cause for these explosions, though, has a way to be avoided. If you take the following precautionary **advice** to keep a paintball explosion from happening, you **can remain safe, secure, and free**

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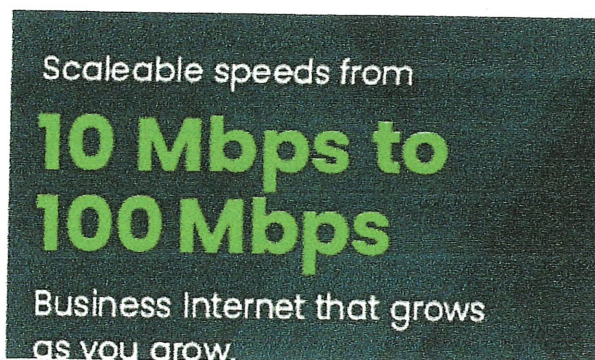
## Cause #1: The Tank Gets Too Old

Paintball tanks operate very similarly to other objects: when they get old, they stop working. These tanks are the same way. Rather than stop working though, paintball tanks will simply explode. After a while, these paintball tanks are **exposed to different pressures for too long** which will eventually cause them to explode.

## How to Tell if the Tank is Too Old

Usually, by simply looking at your paintball tank, you should be able to determine if it has been around too long and needs to retire. If it looks like it's been well used over the years then it might be time to consider a new tank.

If the tank has been well-taken care of, it will be more difficult to tell if it is too old and needs to be replaced.



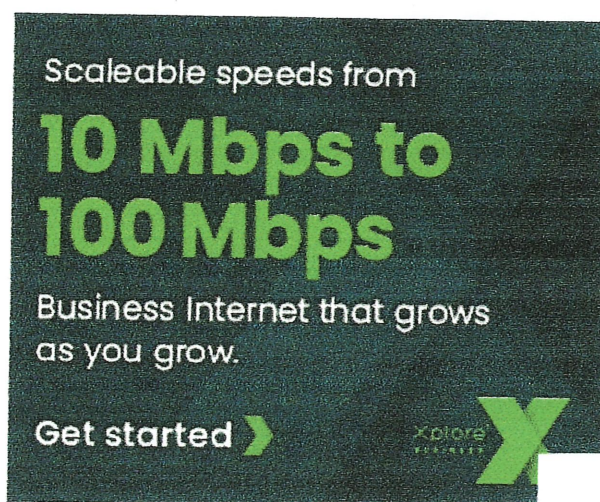
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**The general rule for the lifespan of paintball tanks is that they can last no longer than fifteen years.** This rule normally applies if you take good care of the tank and don't cause it too much damage.

After ten to fifteen years of owning your paintball tank, consider shopping around and eventually purchasing a new one. This can help prevent your tank from growing too old and exploding.

## **Cause #2: The Tank is Poorly Made**

Sometimes when a paintball tank is made, the manufacturers poorly construct it. This has become less likely over the years as **many paintball tanks need to go through numerous tests** to make sure the paintball tank is able to handle various types of pressure.



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Sometimes though, there are cases where a paintball tank isn't made strong enough to handle large forms of pressure, so it can buckle and explode.

## **Ways to Make Sure You're Buying a Well-Made Tank**

It may be tempting to purchase a used tank for a cheap cost from sellers online, but it's advised that you refrain from doing this. Budgeting and buying affordable equipment is understandable, but buying a safe and well-constructed tank should be something you save

**You'll want to buy a paintball tank from well-known and trusted brands.** Research popular brands that are reliable in the paintball industry and purchase your tank from them. Tanks that are used or lower-priced are often very low-quality and can be dangerous. Most of these tanks are bought broken or damaged.

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This is an instance you will want to be cautious about. Buying a high-quality paintball gun should be worth the extra price you're paying. When it comes to your safety, you're better safe than sorry.

### Cause #3: Oil is Put in the Tank

When filling up your paintball tank, you'll notice a fill nipple. Many have assumed that there isn't any problem with pouring different ingredients such as oil into this fill nipple. This is actually an **incredibly dangerous idea**. As you fill up your paintball tank, the heat begins to build and warms up everything around it. This includes different oils like the one you're pouring into your tank.

As this oil fills up, it can begin to heat up more and more inside the tank. These flammable oils will then start a small fire to your tank. That small fire can cause the tank to eventually explode.



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These fires normally happen because paintball tanks operate at pressures that are incredibly high. It operates at a measurement of 4,500 psi. Once gas makes its way into the tank, the excess pressure can cause it to explode.



### Cause #4: Severely Damaging or Breaking the Tank

This is one of the **most well-known and common causes of paintball explosions**. Because you're constantly running and jumping around with your paintball gun, a lot of pressure is being put on your paintball tank.

The constant activity and bumping into other objects can cause your tank to suffer from severe damages. **If it's simply scratching or cutting parts of your tank, you shouldn't have much to worry about.**

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too deeply, this can cause the paintball tank to grow weaker and become unable to withstand the pressure. If it can no longer handle the pressure, it may explode.

## What to do if Your Tank Valve Comes Unscrewed

There are other parts of your paintball tank that can come undone or break during rough play. One of those is the tank valve. After using your tank for a while after paintball play, your valve may randomly come undone. Sometimes this can become dangerous for the paintball player, and other times, the valve can simply be screwed back on.

When you see the valve become unscrewed, here are a few things you can do:



1. Stop playing and focus all of your attention on your paintball tank and the valve.
2. Quickly but very cautiously, screw the valve back onto the tank.
3. Find an airsmith who is qualified to handle paintball tanks and have them ensure the valve has been screwed on correctly.

Don't ever remove or install the valve of paintball tanks. Find someone who is qualified and has experience in paintball tanks to handle the installation and removal themselves.

## Be Cautious with Your Tank and Use a Cover

You may fall and injure yourself and harshly damage your tank. If it's damaged too severely, take it to a paintball tank repair shop. They will know how to detect any severe harm that has been done to the tank and will know how to patch it up.

They will often recommend you place a tank cover on your paintball tank. This cover is placed over your paintball tank and works to keep it from receiving different scratches or cuts. Not only does it keep you and your tank safe, but many players have found it to enhance their performance in the field.

It helps improve your aim and accuracy, while also helping you look stylish with its many available designs. You can feel more at ease while playing if you know you have an extra layer of protection resting on your paintball tank.

## **Check the Pressure in Your Tank to Avoid Damaging It**

When you head out to play in a paintball game with your gun at the ready, double-check how much pressure is inside of it. Each individual paintball tank has the amount of pressure it requires listed on the tank itself. You'll want to follow those measurements exactly to ensure you're putting the correct amount of both liquid and pressure in your tank.

Most paintball tanks can handle up to three times more liquid and pressure than is listed on the tank, but you don't want to test that. Keep your paintball tank at the recommended amount and always check that you've put enough pressure and liquid in the tank before playing. If it

## Properly Storing Your Tank

The field isn't the only place you should be looking after your paintball tank. Another way to ensure you're taking the best care of your paintball tank is to store it properly when it isn't being used. Here are a few simple steps to follow once you get home from playing paintball and need to put your tank equipment away:

1. Remove the batteries from your tank and put them in a safe spot.

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2. Grab electrical tape and place it on the 9-volt terminals. This helps keep any sparks from forming. Sparks can lead to fire, which leads to an explosion.
3. Store your paintball tank somewhere away from anything wet. Wet areas can cause a paintball tank to swell. You'll also want to keep it stored in a cooler area where the sun isn't beating down on it that has constant room temperature. If it's too hot or cold, your tank could explode. You want to keep it safe, so the outer structure remains thick and durable.

Consider cleaning your paintball tank every other time it's used. This helps keep anything from rubbing onto the paint and eventually damaging the tank's outer structure.

## Cause #5: You Tanks Aren't Being Hydro Tested

they won't get the repairs needed to stay durable. This makes the tank weaker and more prone to exploding from the pressure it can no longer withstand.

## What is Hydro Testing?

Hydro testing is used to make sure the tank is able to handle any type of damage or pressure that comes it's way. If there are any issues with the structure of the paintball tank, hydro testing can pinpoint it. This helps determine what can be done to properly fix the paintball tank.

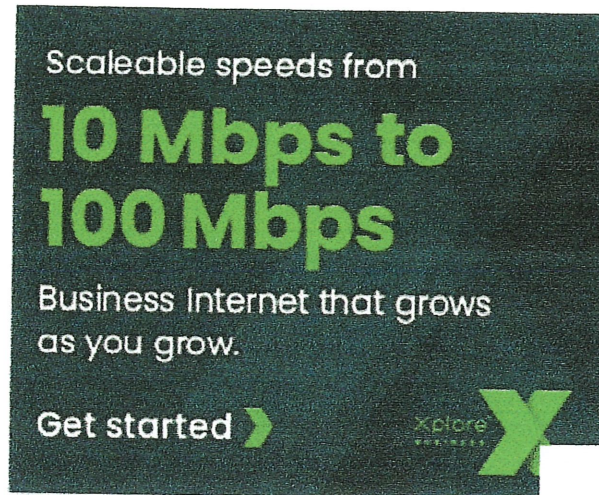
**In order to keep yourself safe when using your paintball gun, you will need to have the tank hydro tested every five years.** If you don't keep up with regular hydro testing of your tank, you could be putting yourself and your other paintball teammates at risk.


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If you bought your paintball tank used and aren't sure when it needs to be hydro tested, you can find the manufacture date on the back. From there, you should be able to tell when it needs its next hydro test.

When a paintball tank is hydro tested, it will be submerged and exposed to a large tank of water. Large amounts of pressure will then be placed on the paintball tank to see how much it can handle. The water keeps the tank from exploding and injuring anyone. Before it's hydro tested, it will be examined top to bottom to see if any obvious punctures have already formed on the tank.



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Even after the hydro test has been performed, your inspector will make extra sure your tank is safe to use. This means after they hydro test the paintball tank, it will be given one more look over and examination to make sure they didn't miss any damages the first time. They will also do this to ensure they didn't damage the tank while hydro testing it.

## What Happens if My Tank Passes or Fails?

If your tank can handle a large amount of this pressure throughout the hydro test, then it has passed and is deemed safe to use for its intended purpose. If it ends up failing, you will need to purchase a new tank, and you'll need to dispose of the old one immediately.

Once the professional has finished a hydro test and you've passed, you'll be given a sticker on your tank telling you when you're due for your next hydro test. The overall hydro test process will take approximately 1 hour, depending on the speed and experience of your hydro tester.




performing the hydro test. If it isn't a professional hydro tester your paintball tank, you may find your paintball tank exploding, harming you and others around you.

Some paintball fields won't even let you play if your tank isn't up to date on its hydro test. This is because you will run the risk of hurting not just yourself, but several other players in the paintball field. Your tank can explode and hurt everyone around you if you aren't careful.

## Getting Rid of Your Old Tank

If you play paintball long enough, you will eventually need to get rid of your old tank. When you eventually decide to get rid of your old and used tank, there are several different options you can choose in order to properly dispose of it.



The image shows a composite of two advertisements. The top advertisement is for Bahia Principe Hotels & Resorts, featuring a blue header with the logo and an aerial view of a resort with pools and a beach. A white button with the text 'Book now' is visible on the right. The bottom advertisement is for business internet services, with a dark green background and white text. It reads: 'Scaleable speeds from 10 Mbps to 100 Mbps Business Internet that grows as you grow. Get started' with a green arrow pointing right.

- **Empty the tank correctly**– There is a lot of pressure sitting inside of your paintball tank. If too much is released at once, this can end up severely harming you. Either attach the tank to your gun, and fire all of the carbon dioxides until it's all gone, or you can grab the trigger at the top of the tank and compress it. Both of these methods help release the pressure from the tank.

- **Throw it in the Trash-** If you're unable to recycle your tank, throwing it away in the standard trash is also an option.

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## Can Paintballs Tanks Explode?

When using a paintball tank, you'll want to take extra caution while playing. You may end up hurting everyone playing in the paintball field around you if you aren't taking good care of your tank. Since your paintball tank contains a lot of compressed air, it can become severely damaged if it too much pressure constantly builds inside of it. This is why we're very fortunate that paintball tanks have been built to be more durable and **able to withstand any type of harm due to rough play**. This doesn't mean the paintball tank shouldn't be cared for though. Make sure you're using the tank properly and aren't putting yourself in harm's way by failing to play with your paintball tank correctly.

### ■ Paintball

- < Paintball Vs. Airsoft: What's the Difference?
- > 3 Reasons Paintballs Break in Your Gun: Why Is My Paintball Gun Chopping Balls?



## WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Alex Dunphy, Planner

**Date:** July 13, 2023

**Subject:** Development Agreement: PID 45366432, Cole Drive, Windsor; File # 23-09

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### 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 four storey, mixed-use apartment building on PID 45366432 on Cole Drive in Windsor which is substantively the same as the draft set out in Attachment B of the report File #23-09 to the Planning and Heritage Advisory Committee dated July 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Shawn Foote & Mark Hartlin which permits a four storey, mixed-use apartment building on PID 45366432 on Cole 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 X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An updated application was received from Darren Shupe of Brighter Community Planning & Consulting on behalf of the property owner Mainland South Investments on March 21, 2023. The application is to consider permitting a 4-storey mixed-use apartment building by development agreement. This report relates to the second of two buildings in this area by this developer.

**DISCUSSION**

The subject lot is a approximately 2 acres (9200 sq. m.) in size. The subject lot is primarily within the jurisdiction of the Windsor Municipal Planning Strategy and a smaller portion of the subject lot is within the jurisdiction of the West Hants Municipal Planning Strategy.

The Windsor portion is designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). This portion is zoned Two Unit Residential (R-2) on Schedule A of the Windsor Land Use By-law (WHLUB) (Figure 2).

The West Hants portion is designated Residential and included within the Three Mile Plains Growth Centre on the GFLUM of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1). This portion is zoned Multiple Unit Residential (R-3) on Schedule A of the West Hants Land Use By-law (WHLUB) (Figure 2).

***Surrounding Context***

Properties to the south of the subject lot are designated Residential and are zoned Agriculture (AG). Properties to the west are designated Joint Industrial and zoned Light Industrial Type Three (LI-3). Properties to the east are designated Residential and zoned Multiple Unit Residential (R-3). North of the subject lot is Highway 101. There is a large grocery store directly abutting the subject lot to the northwest. Further along Cole Drive in the Joint Industrial Park designation is a hotel and a vacant lot. Highway 101 also directly abuts the subject lot on the northeast lot line. The Residentially designated land located on the south side of Cole Drive is currently being developed for residential uses.

***Municipal Planning Strategy Document Review***

Policy 5.4.6 of the WMPS is the first enabling policy to be considered for this application. This policy provides Council with the ability to consider new multiple unit residential development consisting of more than three units by development agreement. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the size and design of the proposed development is compatible with the surrounding existing uses;
- the draft development agreement outlines buffering and landscaping requirements;
- the amount of recreational space provided in the proposal exceeds the amount of recreational space required by the Windsor Land Use By-law;
- Cole Drive has been identified as a Collector Street on the Future Streets Map within the West Hants Subdivision By-law; and
- the Development Officer, Public Works Engineering Division, Fire Chief, Manager of Building and Fire Inspection Services, and the Municipal Traffic Authority have no concerns which have not otherwise been addressed in this report.

Policy 5.5.1 of the WMPS is the second enabling policy to be considered for this application. This policy provides Council with the ability to consider permitting dwellings in excess of three stories by development agreement. 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 side yards that are at least one half the height of the main building;
- the proposed building is limited to a maximum height of 50 ft.; and
- the proposal is of a similar scale and design to the surrounding existing uses.

Policy 9.1.1 of the WMPS is the third enabling policy to be considered for this application. This policy provides Council with the ability to consider mixed use residential/commercial developments with two or more dwelling units by development agreement. This policy also includes criteria which must be considered in relation to 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 is of a similar size and design to surrounding buildings;
- the draft development agreement allows for a select list of permitted uses in the General Commercial (GC) zone; and
- the Development Officer has no additional concerns.

Policy 16.3.1 establishes the general criteria that must be considered for all development agreements applications. 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, Public Works Engineering Division, and Municipal Traffic Authority have no concerns which have not been addressed in this report.

### ***Additional Consideration***

There is a small portion of the subject lot which is within the jurisdiction of the West Hants planning documents. This area does not intersect with the proposed building and the West Hants policies have been examined in the first part of this development agreement application in report File #23-05. Due to this, staff have chosen not to address the West Hants policies as part of this report.

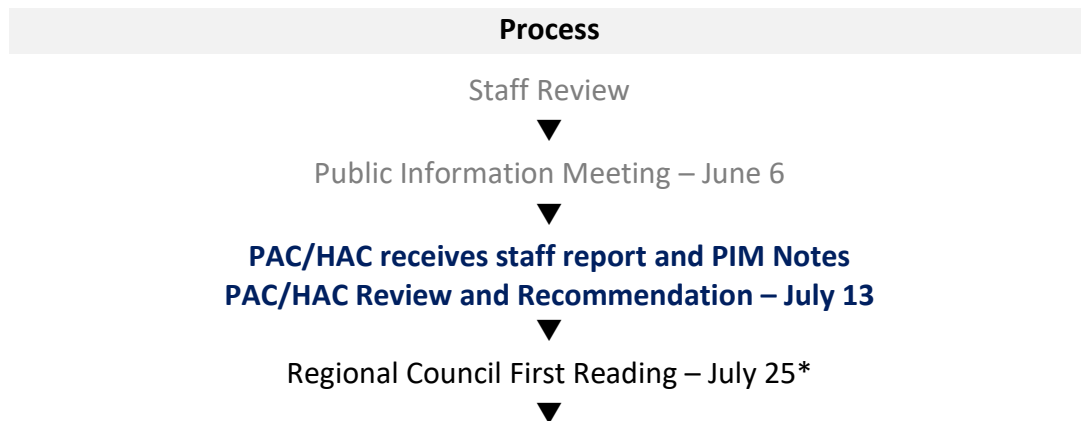
### **MUNICIPAL CLIMATE CHANGE ACTION PLAN**

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the subject lot, however the bottom of Cole Drive may experience flooding.

The Municipal Services Specifications Manual will require the developer to provide information to the Municipal Department of Public Works to ensure pre- and post-development flows are met. Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

### **NEXT STEPS**

As noted above, the draft development agreement has been considered within the context of both the specific and general policies of the WMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to consider permitting a four (4) storey mixed-use apartment building on PID 45366432 on Cole Drive in Windsor by development agreement.



Public Hearing & Second Reading – September 26\*



Notice of Approval in Local Paper



14-Day Appeal Period

\*anticipated dates; final dates set by Council

### **FINANCIAL IMPLICATIONS**

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

### **ALTERNATIVES**

In response to this application, the 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; or
- provide alternative direction such as requesting further information on a specific topic.

### **ATTACHMENTS**

Figure 1	Windsor/West Hants GFLUM Extract
Figure 2	Windsor/West Hants Zoning Map Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: \_\_\_\_\_  
Alex Dunphy, Planner

Report Approved by: \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

Figure 1 – Windsor/West Hants GFLUM Extract

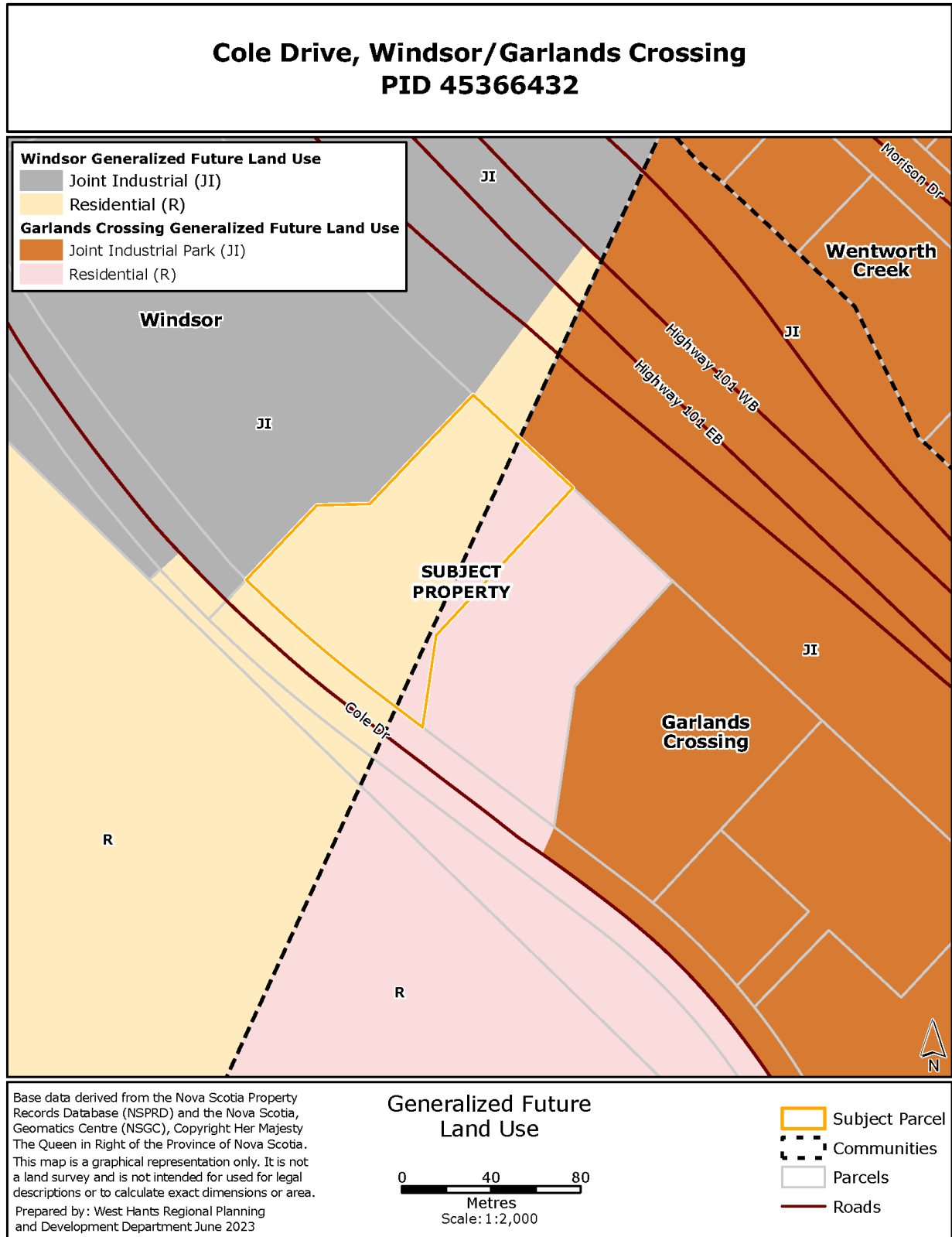
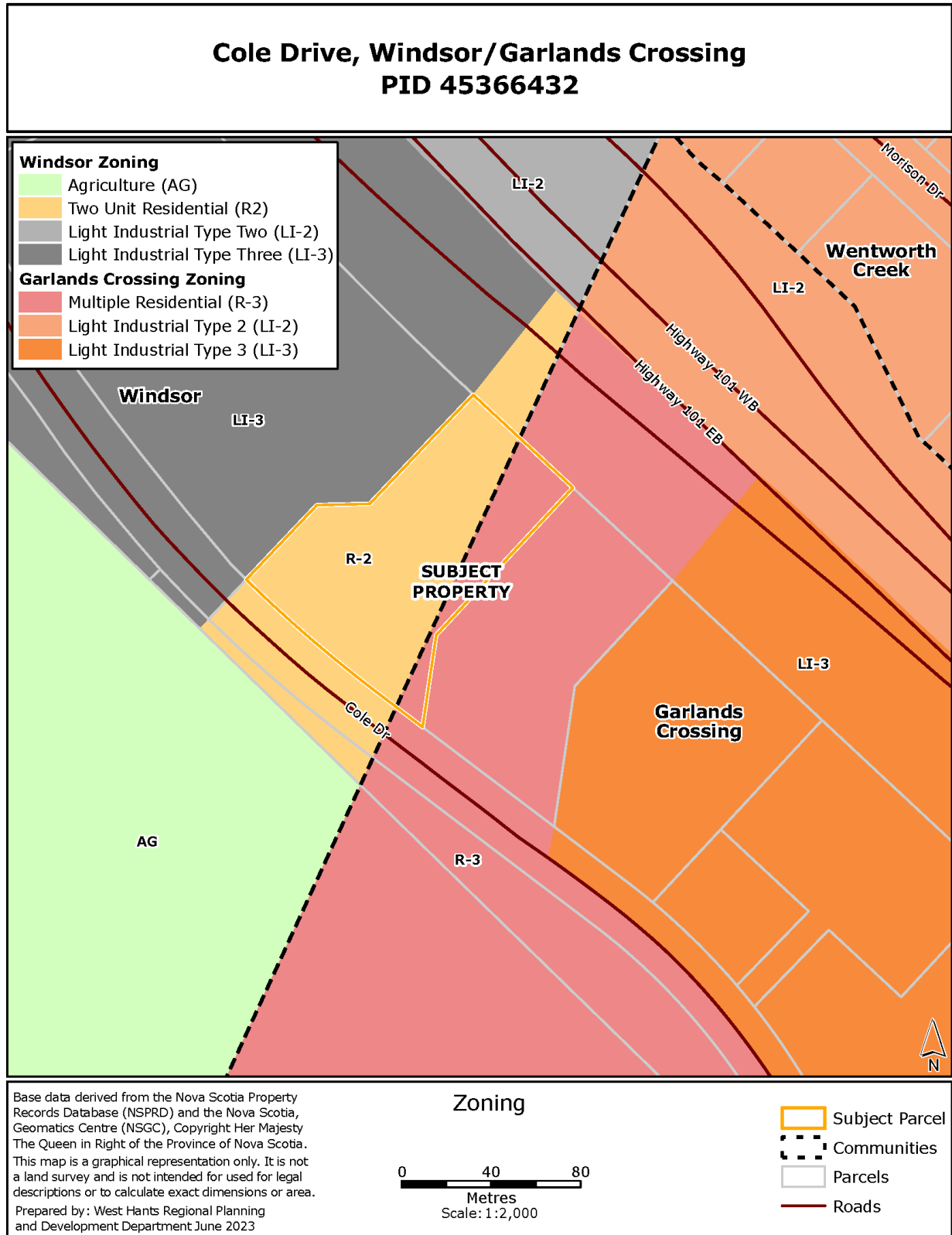


Figure 2 – Windsor/Garlands Crossing Zoning Map Extract



**Attachment A – Policy Summary for Development Agreement**

<p><b>Policy 5.4.6</b>  <i>It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:</i></p>	
<p><i>(a) the proposed use meets one of the following:</i></p>	
<p><i>(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or</i></p>	<p>The Development Officer commented that the shape and dimensions of the subject lot were appropriate for the proposed building.</p>
<p><i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i></p>	<p>N/A</p>
<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposal is of a similar size and appearance to the surrounding existing uses. Staff consider this proposal to be compatible with existing uses.</p>
<p><i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i></p>	<p>The Municipal Traffic Authority commented that they have no concerns regarding traffic generation or density for the proposed development.</p>
<p><i>(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;</i></p>	<p>The draft development agreement outlines the buffering and landscaping requirements for all parking and service areas of the development.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The Development Officer commented that the parking provided is considered adequate.</p>
<p><i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the development; for conversion of</i></p>	<p>The amount of recreational space provided in the proposal exceeds the amount of recreational space required by the Windsor Land Use By-law. The</p>

<i>existing buildings, nearby public parks may be deemed sufficient;</i>	Development Officer commented that they have no concern regarding the adequacy of on-site recreational space.
<i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i>	Cole Drive is shown as a local road on the Transportation Map of the Windsor Municipal Planning Strategy. Even though Cole Drive is within an area designated Joint Industrial Park and was constructed with a sidewalk on one side of the street, it is most likely classified as a local road due to it being a dead-end street with no current connections elsewhere. The Future Streets Map attached to the West Hants Subdivision By-law identifies Cole Drive as a collector street. Due to this classification and the Traffic Authority having no concerns, this criterion is considered met.
<i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i>	N/A
<i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i>	N/A
<i>(j) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below.

<b>Policy 5.5.1</b>	
<i>In any residential zone, Council may consider permitting dwellings in excess of three storeys by development agreement, subject to the following conditions:</i>	
<i>(a) the side yards are at least one-half the height of the building;</i>	The proposed building is 4 storeys and has side yards of at least 25 ft.

<i>(b) the building will in no instance exceed 80 ft (24.38 m) in height;</i>	The proposed building is limited to a maximum height of 50 ft.
<i>(c) the building design, height and scale is compatible with the surrounding area;</i>	The proposal is of a similar scale and design to the surrounding existing uses. Staff consider this proposal to be compatible with existing uses.
<i>(d) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(e) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below.

<b>Policy 9.1.1</b>	
<i>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:</i>	
<i>(a) the density, scale and architectural design of the development are compatible with the surrounding area;</i>	The proposal is of a similar scale and design to the surrounding existing uses. Staff consider this proposal to be compatible with development in the surrounding area.
<i>(b) the development is reasonably consistent with the provisions of the Architectural Design Manual, if it is located in an Architectural Design Control District;</i>	N/A
<i>(c) the development is reasonably consistent with the yard standards of the underlying zone;</i>	The Development Officer commented that they have no concerns regarding the adequacy of the subject lot in terms of the setback requirements. The draft development agreement sets out specific setback requirements which supersede that of the underlying zone.
<i>(d) the proposed development does not compromise the residential integrity of the area;</i>	The proposed development would be the first residential use in the area, aside from the first part of this application which was approved by Council on June 27. Staff have no

	concerns regarding the residential integrity of the area.
<i>(e) the commercial use is permitted in the General Commercial (GC) zone;</i>	The draft development agreement permits a number of commercial uses which are included in the permitted uses list of the General Commercial (GC) zone.
<i>(f) the commercial use is located at the street level and does not exceed one-third of the total floor area of the development;</i>	The commercial component of the proposed development accounts for approximately one quarter of the total floor area of the development, which is less than the limit of one-third.
<i>(g) adequate landscaping, open space and natural or artificial buffering is provided;</i>	The Development Officer commented that they have no concerns regarding the buffering, landscaping, or open space for the proposed development.

<b>Policy 16.3.1</b>	
<i>In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:</i>	
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Public Works Engineering Division confirmed that the existing municipal services are adequate for the proposed development.
<i>(ii) the adequacy of school facilities;</i>	The Annapolis Valley Regional Centre for Education has stated that they will accommodate all students.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection but did mention that the proposal has a steep driveway access for the fire department. Staff have included a provision in the draft development agreement to require consultation with the Fire Chief

	<p>regarding the appropriate construction of the driveway.</p> <p>The local Fire Chief has stated that it is preferable to have 360 degree access to the building, but a suitable alternative is for rolling curbs and a restriction on overhead obstructions on all access routes.</p>
<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>The Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.</p>
<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority has no concerns regarding movement suitability on the subject lot.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal is in line with the pattern of development surrounding Cole Drive. There have been more applications to consider residential uses in this area lately. The Development Officer has no concerns regarding the pattern of development.</p>
<p><i>(e) 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></p>	<p>The site appears to be at a higher elevation in comparison to buildings closer to Wentworth Road. There are no watercourses or wetlands located on the property. No concerns were recorded during the site visit.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>

*(g) any other matter required by relevant policies of this Strategy.*

All relevant matters have been addressed in this report.

**Attachment B – Draft Development Agreement**



West Hants

## 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 -

**MAINLAND SOUTH INVESTMENTS INC.** a body corporate, with a head office at 56 Jebel Lane, Herring Cove, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “First Co-owner”)

OF THE SECOND PART

- and -

**3171692 NOVA SCOTIA LIMITED** a body corporate, with a head office at Suite 411, 5 Ramsgate Lane, Halifax, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Second Co-owner”)

OF THE THIRD PART

**WHEREAS** the Co-owners are the registered owners of parcel of land located on Cole Drive, PID 45366432, hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** PID 45366432 has one portion which is designated Residential and is within the Three Mile Plains Growth Centre on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy and zoned Multiple Unit Residential (R-3) on the Zoning Map of the West Hants Land Use By-law and one portion which is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law; and

**WHEREAS** the Co-owners have requested that the Municipality enter into a development agreement to permit up to 42 apartment units and up to 13,400 sq. ft. of commercial space within a four (4) storey apartment building on the Property (the “Development”); and

**WHEREAS** Policy 5.4.6 of the Windsor Municipal Planning Strategy and Section 6.1 (b) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development consisting of more than three units, and Policy 5.5.1 of the Windsor Municipal Planning Strategy and Section 6.1 (c) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow dwellings in excess of three storeys in any residential zone, and Policy 9.1.1 of the Windsor Municipal Planning Strategy and Section 6.1 (k) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to mixed use residential/commercial uses in the Residential designation, and Policy 5.3.8 of the West Hants Municipal Planning Strategy and Section 6.1 (a) of the West Hants Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development greater than three storeys in the Three Mile Plains Growth Centre, and Policy 5.6.4 of the West Hants Municipal Planning Strategy and Section 6.1 (h) of the West Hants Land Use By-law enable Council to consider entering into a development agreement to allow new local commercial uses in Growth Centres outside of the Commercial 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 Co-owners have 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 Co-owners begin Active Construction on the apartment building within this Agreement as permitted by an issued development and building permit; and
- (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.
- (d) “Co-owners” means the First Co-owner and the Second Co-owner, jointly and severally.

### **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) West Hants Municipal Planning Strategy means the Municipal Planning Strategy of West Hants, effective on June 26, 2008, as amended, or successor by-laws;
- (b) West Hants Land Use By-law means the Land Use By-law of West Hants, effective on June 26, 2008, as amended, or successor by-laws;
- (c) West Hants Subdivision By-law means the Subdivision By-law of West Hants, effective on June 26, 2008, as amended, or successor by-laws;
- (a) Windsor Municipal Planning Strategy means the Windsor Municipal Planning Strategy, effective on September 21, 2005, as amended, or successor by-laws;
- (b) Windsor Land Use By-law means the Windsor Land Use By-law, effective on September 21, 2005, as amended, or successor by-laws;

- (c) Windsor Subdivision By-law means the Windsor Subdivision By-law, effective on March 21, 2012, as amended, or successor by-laws.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

- (a) The Parties agree that uses on the Property shall be limited to the following:
- (i) those uses permitted by the underlying zoning in the Land Use By-law;
  - (ii) a four (4) storey apartment building containing up to 42 apartment units and up to 13,400 sq. ft. (1,244.9 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 and non-licensed
    - Entertainment, recreation and assembly uses within a wholly enclosed building
    - Licensed liquor establishments
    - Microbrewery, Microdistillery, Winery
    - Offices
    - Repair and rental establishments
    - Restaurants, excluding drive-through restaurants
    - Retail stores
    - Service and personal service shops
    - Veterinary clinics and animal hospitals
  - (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.
- (c) The apartment building shown on the Site Plan in Schedule B shall be limited to a maximum of 42 dwelling units and up to 13,400 sq. ft. (1,244.9 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	25 ft. (7.62 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	4 storeys
Maximum Building Height	50 ft. (15.24 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)

- (d) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (e) A minimum of 10,020 sq. ft. (930.89 sq. m.) of usable recreation space as outlined in Section 2.6, *Recreational Space*, shall be required.
- (f) The Co-owners shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

**2.3 Access and Egress**

- (a) The Co-owners 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.

**2.4 Parking**

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) 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 Co-owners. 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 Co-owners to allow unimpeded access to the Properties by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.
- (d) Prior to the construction of the driveway, consultation with the district Fire Chief regarding the slope of the driveway will be required to ensure adequate emergency vehicle access.

## **2.6 Recreational Space**

A minimum of 10,020 sq. ft. (930.89 sq. m.) of usable recreational space shall be provided on the Property and may include:

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

## **2.7 Buffering**

Outdoor parking, driveways, and parking aisles shall be screened from adjacent properties, except for the lot line abutting Cole Drive and the lot line abutting PID 45411808, through the use of:

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least two (2) in. measured at four-and-one half (4.5) ft. above the surrounding grade and a minimum height of 5 ft.; or
- (b) a hedge of a variety of coniferous shrubs each of which will reach over six (6) ft. in height at maturity; or
- (c) a wall or an opaque fence which is a minimum of five (5) ft. in height and of sufficient height to provide a visual buffer to the abutting property; or

any combination of the above, all arranged to form a dense or opaque screen, and maintained for as long as the buffer is required.

## **2.8 Servicing**

### **(a) Waste Collection**

- (i) No Municipal garbage collection will be provided to the Development. The Co-owners shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Co-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**

- (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 Co-owners shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

### **(c) Snow Plowing**

The Co-owners shall have sole responsibility for snow plowing within the Development.

## **2.9 Maintenance**

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

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

- (b) The Co-owners 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 10:00 p.m. daily, inclusive.

### **2.12 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*:

- (i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this Agreement; and
- (ii) number of parking spaces required.

## **PART 3 CHANGES AND DISCHARGE**

**3.1** The Co-owners shall not vary or change the number of units within the apartment building on 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 this Agreement.

**3.3** The following matters are substantive matters:

- (a) the number of units permitted within the apartment building on the Property 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 as 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** 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 Co-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 Co-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 Co-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 Co-owners may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Co-owners 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 Co-owners. Upon the written request of the Co-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 Co-owners are bona fide delayed from commencing the Development for reasons which are beyond the Co-owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Co-owners is excused for the period of the delay and the time period for the Co-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 Co-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 Co-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 Co-owners from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

#### **5.2 Severability of Provisions**

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

#### **5.3 Interpretation**

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

- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (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 Co-owners about the suitability of the Property for the Development proposed by this Agreement. The Co-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 Co-owners in writing. In the event that the Co-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 Co-owners 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 Co-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 Co-owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Shawn Foote at 56 Jebel Lane, Herring Cove, NS, B3V 1T2, and Mark Hartlin at Suite 411, 5 Ramsgate Lane, Halifax, NS, B3P2S6, or at any other address provided in writing or email by the Co-owners. Service upon one co-owner shall be deemed to be service upon both.
- (b) The Co-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 in writing or email by the Municipality to the Co-owners.

#### **5.10 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Co-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

)

) **MAINLAND SOUTH INVESTMENTS INC.**

)

Per: \_\_\_\_\_

) Shawn Foote, President

)

) **3171692 NOVA SCOTIA LIMITED**

)

Per: \_\_\_\_\_

) Mark Hartlin, 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, **Shawn Foote**, 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, **Mark Hartlin**, 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, Shawn Foote, Nova Scotia, make oath and say that:

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

I certify that on this \_\_\_\_\_, 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

\_\_\_\_\_  
Shawn Foote, President

Canada  
Province of Nova Scotia

**AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)**

I, Mark Hartlin, Nova Scotia, make oath and say that:

6. I Mark Hartlin of **3171692 NOVA SCOTIA LIMITED** 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 \_\_\_\_\_, 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

\_\_\_\_\_  
Mark Hartlin, President

**Schedule A  
Legal Description**

**PID 45366432**

Registration County: HANTS COUNTY

Street/Place Name: COLE DRIVE /GARLANDS CROSSING

Title of Plan: PLAN OF S/D TO CREATE LOT 2 S/D OF OF LOT 2R LAND REGISTRED TO 3102673  
NOVA SCOTIA LTD COLE DR & HWY NO 101 WINDSOR & GARLANDS CROSSING

Designation of Parcel on Plan: LOT 1

Registration Number of Plan: 122141428

Registration Date of Plan: 2023-03-08 11:29:32

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

Compliance:

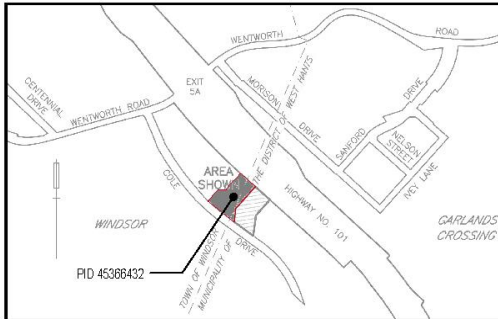
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2023

Plan or Document Number: 122141428

## Schedule B Site Plan



**KEYPLAN**  
NTS

COLE DRIVE DEVELOPMENT LOT 1  
**4 STOREY BUILDING**  
 -MAIN LEVEL COMMERCIAL / BUILDING SERVICES  
 -LEVELS 2-4 RESIDENTIAL APARTMENTS 14 UNITS / LEVEL (42 UNITS)  
 -UNDERGROUND PARKING 37 SPACES

LOT SIZE	99 788 SQFT
BUILDING FOOTPRINT	13 400 SQFT (13%)
HARD SURFACE CALC.	29 080 SQFT (29%)
GREEN SPACE	43 925 SQFT (44%)

PARKING 81 SPACES  
 - 37 UNDERGROUND SPACES  
 - 44 SURFACE SPACES  
 - 2 CHARGE STATION SPACES  
 - 4 BARRIER FREE SPACES  
 - 15 RESIDENTIAL  
 - 23 COMMERCIAL



**ARCHITECTURAL SITE PLAN**  
 1/64" = 1'-0"

**Attachment C – Public Information Meeting Notes**

**June 6 – June 20, 2023**

**Development Agreement: PID 45366432, Cole Drive; File # 23-09**

<b>Meeting date and time</b>	A Public Information Meeting was held on June 6, 2023 beginning at 6:50 p.m. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	In attendance: Two (2) Councillors: <ul style="list-style-type: none"><li>• Councillor Jannasch (Chair)</li><li>• Councillor Ivey</li></ul> Four (4) members of staff: <ul style="list-style-type: none"><li>• Planner Fredricks</li><li>• Planner Dunphy</li><li>• Planning Assistant Lake</li><li>• CAO Phillips</li></ul> Applicant: <ul style="list-style-type: none"><li>• Darren Shupe, Brighter Community Planning (Applicant's Planner)</li><li>• Shawn Foote (Applicant)</li></ul> No members of the public were present for this meeting.
<b>Applicant</b> Darren Shupe on behalf of Shawn Foote	Planner Dunphy outlined the application to allow a proposed mixed-use 4 storey apartment building by development agreement.
<b>Property</b> Cole Drive (PID 45366432)	Darren Shupe provided a presentation on behalf of the applicant.
<b>Comments</b>	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between June 6 and June 20, 2023.  No comments were received from the public.
<b>Adjournment</b>	The presentation portion of the PIM ended at approximately 7:05 p.m.



## WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Mark Fredericks, Senior Planner

**Date:** Sept 14, 2023

**Subject:** Development Agreement: PID 45276441 and 45366986 and 45055167,  
Payzant Dr, Windsor; File #23-13

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### 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 motions:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167, Payzant Dr, Windsor, in a manner substantively the same as the draft set out in Attachment B of the report to the Planning and Heritage Advisory Committee regarding File # 23-13 dated September 14, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Mitch Brison 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**

A completed application was received on May 31, 2023 from Chrystal Fuller of Brighter Community Planning on behalf of the landowner, 3329190 Nova Scotia Ltd (Brison Developments). The planning application was needed to establish a community/recreation centre on PID 45276441 currently addressed as 187 Payzant Drive, Windsor. Some additional land may also be used from PIDs 45366986 and 45055167 in the final subdivision. This type of use can be considered by Council through a development agreement because the proposed community/recreation centre would not be permitted use (as-of-right) in the underlying residential zoning.

## **DISCUSSION**

PID 45276441 is the primary land area which is approximately 10.5 acres (42,492 sq. m.) in size. The owner intends on using a 2.3 acre portion of the property for the proposed community/recreation centre, while the remainder will be used for a mixture of residential uses to be subdivided into separate lots. The property will also obtain road frontage on Community Way, which is street currently under construction by the owner and will become a public street owned by the Municipality in the future. The 2.3 acre portion intended for the community/recreation centre includes an existing single unit dwelling (187 Payzant Dr). This existing structure is expected to be repurposed for the community/recreation centre and may expand over time to include some of the following amenities:

- a gathering space for social and physical activities
- classroom spaces
- a swimming pool
- a venue for special events
- accessory commercial uses (may include canteens/cafe, fitness related offices/clinics)
- outdoor recreation fields, courts, and walking track

The property is located within the Residential Designation on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned Single Unit Residential (R-1) on the Zoning Map (Figure 2) of the Windsor Land Use By-law (WLUB). The Single Unit Residential (R-1) zone permits low density residential uses. The proposed community/recreation centre is not a permitted use.

### ***Surrounding Context***

The subject property is adjacent to the Windsor Baptist Church and Avonview High School to the south, and a mixture of residential and vacant land to the north/east/west. These surrounding properties also have a mixture of Institutional and Residential zoning.

The owner is currently developing a new road, Community Way and it is expected that a variety of residential development will occur on this new street. A recently approved development for the corner of Payzant Drive and Community Way permits an 8 storey, 90-unit apartment building. The increasing density in the area may result in some users choosing to walk to and from the proposed community/recreation centre.

### ***Development Agreement***

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

The draft development agreement in Attachment B includes the ability for the owner to construct a 90-unit apartment building, which was approved earlier in 2023. The amending agreement combines this already approved agreement with the proposed community/recreation centre (additional requirements generally represented in red text). This approach of combining two development agreements was necessary as the proposed uses overlap on larger parcels that cannot be subdivided yet. The subdivision process will be a requirement of the agreement and can be done following the completion of Community Way being transferred to the Municipality as a public street.

The draft amending agreement permits a community/recreation centre with the following requirements, as a summary:

- Parking is to be provided at one parking space per 300 sq. ft. (27.87 sq. m.) of commercial floor area
- Sidewalks are to be provided to the entrance of all main buildings for pedestrian access
- All structures must be setback at least 25 ft. (30.5 m.) from property lines
- Commercial activity is limited to between 7am – 9pm with exceptions for a limited number of special events in the Community/Recreation Centre.

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

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

### ***Document Review***

#### **WLUB**

New institutional and recreation commercial uses can be considered in any designation by development agreement. This type of development agreement is listed in Section 6.1 of the WLUB.

##### *WLUB 6.1 Development Agreements*

*The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

...

*(n) new institutional uses in any designation in accordance with Policy 11.1.4 of the Municipal Planning Strategy;*

*(o) new Recreation Commercial uses in any designation in accordance with Policy 11.3.1 of the Municipal Planning Strategy;*

#### **WMPS**

Part 11.0 of the WMPS contains the overall intention for properties within the Community Use designation and Section 11.1 describes the intention for areas zoned Institutional (I). This section also recognizes that institutional uses can locate in isolated large lots and at other times, institutional uses will be located within residential neighbourhoods. The proposed community/recreation centre is located adjacent to other institutional uses (a church and high

school), is surrounded by existing and future residential development, and is expected to integrate well with its surroundings.

Section 11.3 describes the intention for recreation commercial uses. This section recognizes that recreation commercial uses can often encourage and promote active lifestyles by providing a range of recreation facilities. This section of the MPS enables new recreation commercial uses by development agreement to bring attention to traffic/parking, setbacks, and to give neighboring property owners the opportunity to comment on the proposal.

### **Specific Criteria**

Policy 11.1.4 is the enabling policy for new institutional uses. Policy 11.3.1 is the enabling policy for new recreation commercial uses. Both policies provide Council with the ability to consider the proposed community/recreation centre through a development agreement process. The full list of criteria is included in Attachment A. In summary, the criteria are met since:

- The proposed use is a recreation related facility;
- It will not conflict with neighboring uses and will provide adequate parking and access;
- The use is located near the corner of Payzant Drive and Community Way, both of which are expected to be designated as collector roads in the near future; and
- The lot dimensions and size are adequate to accommodate the proposed uses.

### **WMPS General Criteria**

Policy 16.3.1 establishes the general criteria that must be considered for all development agreement applications. 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, Municipal Public Works Engineering Division, and the Municipal traffic authority have no concerns which have not been addressed in this report.

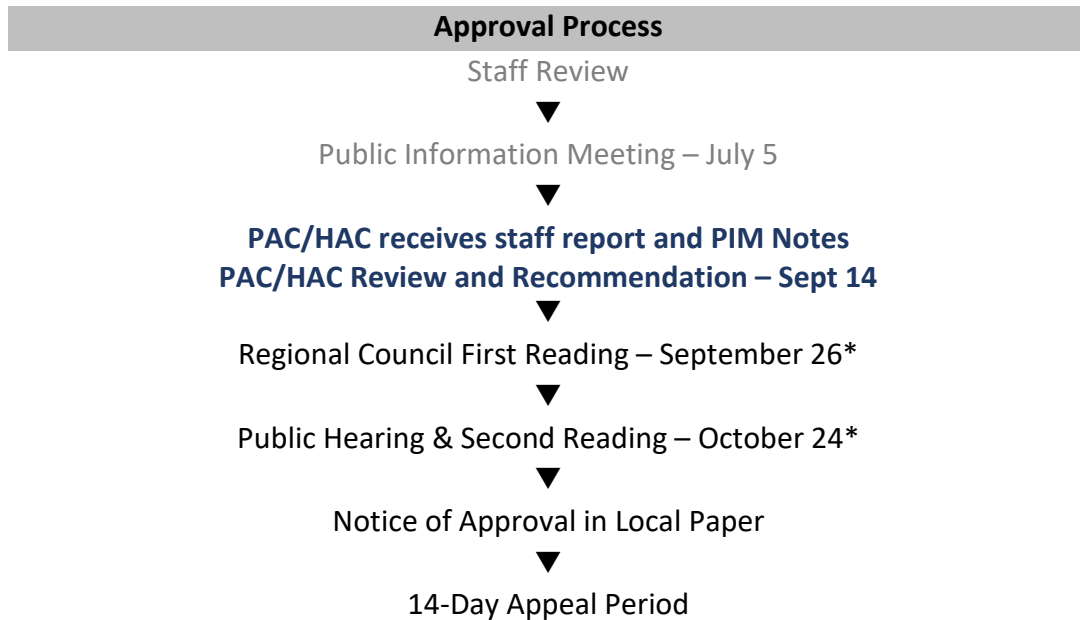
### **MUNICIPAL CLIMATE CHANGE ACTION PLAN**

The Municipal Climate Change Action Plan (MCCAP) Simulated Flooding Extent from Storm Surge and Maximum Flood extent from Climate Change do not show significant risk of storm surge or climate change related flood risk on the subject lot.

Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

## NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WMPS and is consistent with the intent, objectives and policies of the WMPS. The development agreement meets the specific and general criteria. As a result, it is reasonable to permit a development agreement for the proposed community/recreation centre in the proposed location.



\*anticipated dates; final dates set by Council

## 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; or
- 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	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: \_\_\_\_\_  
Mark Fredericks, Senior Planner

Report Reviewed by: \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

Figure 1  
Windsor GFLUM Extract

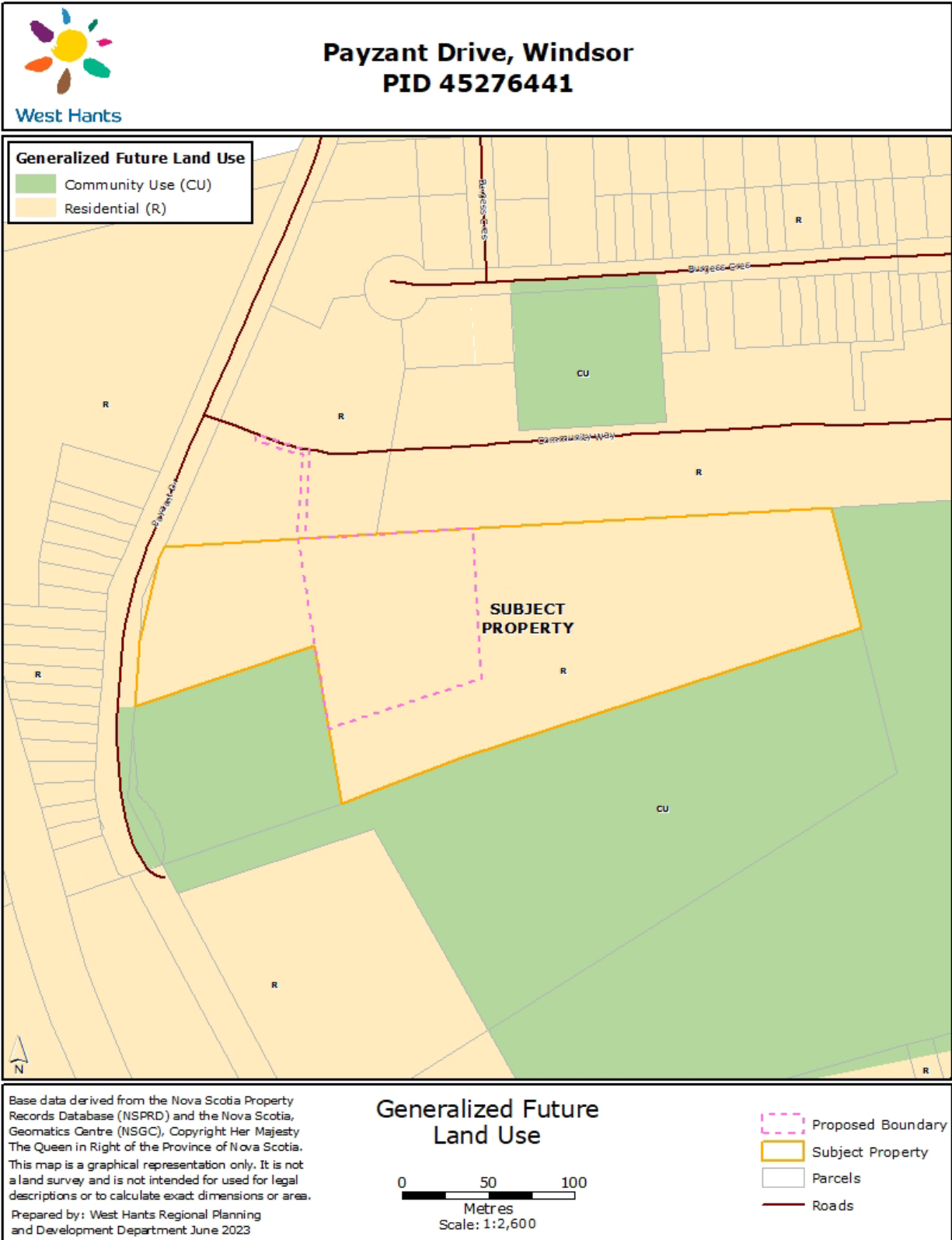
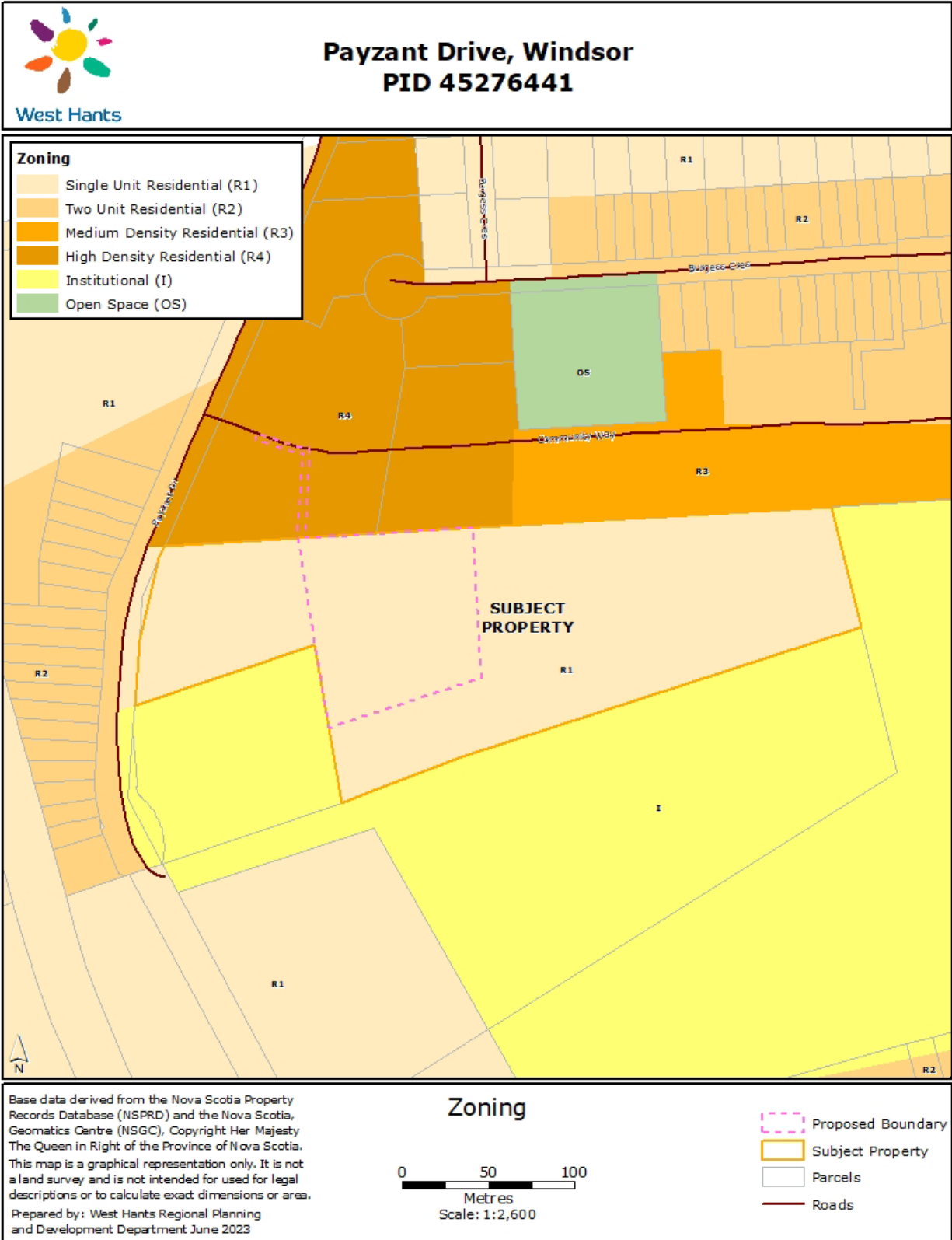


Figure 2  
Windsor Zoning Map Extract



**Attachment A**  
**Policy Summary for Development Agreements**

**West Hants Municipal Planning Strategy**

**Policy 11.1.4** It shall be the policy of Council to consider new institutional uses in any designation by development agreement subject to the following:

<b>CRITERIA</b>	<b>COMMENT</b>
<i>(a) the proposed use will not conflict with neighbouring uses;</i>	The proposed use is intended and expected to be complimentary to neighbouring uses which include a church, high school and a mixture of residential development. The area is also growing with new streets under construction which are expected to accommodate low to medium density residential buildings.
<i>(b) the noise and traffic generation of the proposed use is not excessive in relation to the existing development pattern of the area;</i>	The Municipal Traffic Authority commented that the proposal would not generate excessive traffic.
<i>(c) the use fronts on an arterial or collector road or on a street which has direct access to an arterial or collector road;</i>	The proposed use is intended to have road frontage on Community Way, which is a road currently under construction and is expected to function as and be designated as a collector street in the future. The access is also close to the intersection with Payant Drive which is partly designated as a collector road.
<i>(d) the development is served by municipal water and sewer services;</i>	The Municipal Public Works Engineering Division confirmed that central sewer and water services are available at this location. The draft development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(e) any structure will be architecturally compatible with neighbouring structures and if the proposed development is located in an Architectural Design Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The proposal re-purposes an existing structure which can expand in size/height and is consistent with surrounding residential zoning. The lot is not within an Architectural Design Control District.

<i>(f) adequate open space, landscaping, buffering and separation distances will be provided;</i>	The draft development agreement enables outdoor recreational open-space and requires setbacks that ensure adequate separation.
<i>(g) any other matter which may be addressed by development agreement; and</i>	No additional requirements considered.
<i>(h) the provisions of Policy 16.3.1.</i>	Reviewed below.

**Policy 11.3.1** It shall be the policy of Council to consider the establishment of Recreation Commercial uses by development agreement in any designation subject to the following criteria:

<b>CRITERIA</b>	<b>COMMENT</b>
<i>(a) the proposed use is a campground, golf course, driving range, or similar recreation facility which is open to the public and privately owned;</i>	The proposed use is a community/recreation centre which may include a gym, swimming pool, and walking track that is available to the public via a membership.
<i>(b) the use shall not include race tracks, motocross courses, or other establishments which require the continued or frequent use of motor vehicles;</i>	The development agreement does not include any frequent use of motor vehicles.
<i>(c) neighbouring uses will not be adversely affected as a result of traffic generation, hours of operation, noise, dust or other impacts;</i>	The proposed use is not expected to adversely impact neighbouring uses. The hours of operation will limit the frequency of use past 9pm and prohibits any outdoor amplification, to help minimize noise impacts.
<i>(d) the lot dimensions, parking and structures are adequate for the use at proposed capacity;</i>	The Development Officer did not indicate any concerns with the lot dimensions or parking requirements outlined in the draft development agreement.
<i>(e) the proposed use has frontage on an arterial road;</i>	The proposed use is intended to have road frontage on Community Way, which is a road currently under construction and is expected to function as and be designated as a collector street

	in the future. The access is also close to the intersection with Payant Drive which is partly designated as a collector road.
<i>(f) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	The draft development agreement requires setbacks that ensure adequate separation.
<i>(g) the development is served by municipal water and sewer services;</i>	The Municipal Public Works Engineering Division confirmed that central sewer and water services are available at this location. The development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(h) any other matter which may be addressed by development agreement; and</i>	All other requirements have been considered elsewhere in this report.
<i>(i) the provisions of Policy 16.3.1.</i>	Reviewed below.

**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:

<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 Engineering Division confirmed that central sewer and water services are available at this location. The development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the proposal does not include any residential units.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection for the proposed uses. The local Fire Chief has stated that there is adequate fire protection for the proposed use and they have no concerns.

<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Municipal Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic</i>	The Municipal Traffic Authority has no concerns regarding movement suitability on the subject lot. There are adequate sidewalks leading to the site on Payzant Drive and proposed on Community Way. Additional sidewalks are required within the development. There is no active rail transportation in the vicinity.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use</i>	The Development Officer commented that the subject lot is suitable for this proposal.
<i>(d) the pattern of development which the proposal might create;</i>	The Development Officer has no concerns regarding the pattern of development.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i>	The site and surrounding area appear suitable for the proposed development.
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial, and Federal regulations will have to be met.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	All relevant matters have been addressed in this report.

**Attachment B**  
**Draft Development Agreement**



## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made this                    day of                    , 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 and 45055167, 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 a development agreement for PIDs 45276441 and 45366986 approved by Council on May 23, 2023 permitting 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 “Apartment Development area”) and wishes to amend it by adding an additional permitted use on a portion of the Properties (including also PID 45055167) beyond the site plan for that development agreement; and

**WHEREAS** PID 45055167 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned High Density Residential (R-4), Medium Density Residential (R-3), and Two Unit Residential (R-2) on the Zoning Map of the Land Use By-law; and

**WHEREAS** the Owner has requested that the Municipality enter into a new amended development agreement replacing the previously approved one to additionally permit a community/recreation centre with indoor and outdoor recreation uses on the Properties (the “Community/Recreation Centre Development area”); and

**WHEREAS** Policy 11.1.4 of the Municipal Planning Strategy and Section 6.1 (n) of the Land Use By-law enable Council to consider entering into a development agreement to allow new institutional uses in any designation and Policy 11.3.1 of the Municipal Planning Strategy and Section 6.1 (o) of the Land Use By-law enable Council to consider entering into a development agreement to allow new Recreation Commercial uses in any designation; and

**WHEREAS** the Council of the Municipality, at a meeting held on **Month Day**, 2023, approved this request and adopted this replacement 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
- (d) “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.
- (e) “Community/Recreation Centre” means a structure and site intended to provide a gathering place for social, educational, and recreational opportunities including but not limited to indoor recreation facilities and outdoor recreation facilities useable by members of the centre or the public, and may include a variety of accessory commercial, institutional and recreational uses.

## 1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan – Development Areas

## 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

The Parties agree that uses on the Properties shall be limited to the following and located within the respective development areas as illustrated on Schedule B - Site Plan - Development Areas:

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) 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
  - underbuilding, underground and surface parking for the uses within the building.
- (c) A Community/Recreation centre that may include any of the following main uses and accessory uses:
  - Accessory commercial, institutional and recreational uses
  - Any institutional use which is incorporated under the Societies Act
  - Business and professional offices
  - Churches and associated halls
  - Colleges, universities and schools, including school dormitories
  - Commercial School
  - Community centres
  - Community service clubs and organizations
  - Homes for special care
  - Indoor and outdoor recreation uses, including but not limited to gyms, pools, tennis courts, sports fields, walking tracks and associated club houses.

- Libraries, museums, and art galleries
- Medical clinics
- Meeting rooms
- Special events including but not limited to weddings and birthday parties
- Tourist bureaus

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 – Apartment Development

- (a) The **Apartment 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 with all setbacks measured from the boundaries of the Apartment Development Area and “Lot” being deemed to be a reference to that Development Area:

Minimum Lot Size	3 acres
Minimum Lot Frontage	100 ft. (30.48 m.)
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 Development Location and Design – Community/Recreation Centre**

- (a) The Community/Recreation Centre Development location and design shall be generally consistent with the site plan shown in Schedule B, though the structure may deviate from the building form illustrated in Schedule B, provided the setbacks in 2.3 (b) can be met and provided that it remains within the Community/Recreation Centre Development Area as shown on Schedule B. The existing Single Unit Dwelling (currently addressed as 187 Payzant Dr) shall be re-purposed with renovations, additions and expansions as needed to provide for the services and amenities of the facility which may change over time.
- (b) The Community/Recreation Centre shown on the Site Plan in Schedule B shall conform to the following requirements with all setbacks measured from the boundaries of the Community/Recreation Centre Development Area as shown on Schedule B and “Lot” being deemed to be a reference to that Development Area:

Minimum Lot Size	2 acres
Minimum Lot Frontage	100 ft. (30.48 m.)
Minimum Front Yard	25 ft. (7.62m.)
Minimum Rear Yard	25 ft. (7.62m.)
Minimum Side Yard	25 ft. (7.62 m.)
Maximum Building Height	35 ft. (10.67 m.)
Maximum Height of Accessory Building	25 ft. (7.62 m.)

- (c) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (d) The Owner shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

## 2.4 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in **both Development areas** 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 **all main buildings**. The pedestrian walkways shall be constructed so as to create a stable surface and may use permeable construction materials to assist with stormwater retention.

## 2.5 Parking - Apartment Development

- (a) All parking spaces for vehicles using the Properties shall be located on the properties 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.

## 2.6 Parking - Community/Recreation Centre

- (a) All parking spaces for vehicles using the Properties shall be located on the properties and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided for every 300 sq. ft. (27.87 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.

## 2.7 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.

## 2.8 Recreational Space

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

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

## 2.9 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.

## 2.10 Servicing

### (a) Waste Collection

- (i) No Municipal garbage collection will be provided to **the developments**. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from **the developments**.
- (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) **All main buildings** 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 for **the developments**.

## 2.11 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.

## 2.12 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.

## 2.13 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.

Exceptions to exceed these hours to 11:59pm on Fridays and Saturdays shall be permitted for special events held in the Community/Recreation Centre, to a maximum of 12 occurrences per calendar year, provided the activity is generally contained within a building and no amplified audio is broadcast outside.

## 2.14 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) Subdivision must occur in general conformance with the development areas as illustrated in Schedule B, prior to the Development Permit being issued for the Apartment Building or for any development upon, or change of use for, the Community/Recreation Centre Development Area.
- (c) Any lot(s) subdivided from the portions of PID 45276441 and 45366986 and 45055167 that are included in the development areas shown on Schedule B shall no longer be subject to this Agreement.

## 2.15 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*:

- (a) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this Agreement;
- (b) number of parking spaces required; and
- (c) 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 **apartment** 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) after subdivision of the development areas, at the discretion of the Municipality, with or without the concurrence of the Owner, where the apartment

development or the community/recreation centre development, 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 **either development** without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing development within **either Development area** 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 **either 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.
- (c) Enforcement of this agreement shall be the responsibility of the Municipality. The agreement shall be administered by the Development Officer for the Municipality.

### **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 Schedule 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 **Developments** 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 **Developments**.
- (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 replaces and discharges the development agreement dated Month Day, 2023 between the West Hants Regional Municipality and Mitch Brison recorded at the Registry of Deeds in Hants County, Nova Scotia on Month Day, Year in Book XXXX at pages XXXX as document #XXXX, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
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

**PID 45055167**

ALL THAT parcel of land situate in the Town of Windsor, County of Hants, Province of Nova Scotia and shown as Lot A and X (approved as an addition to lot A) on a plan of subdivision of Tregothic Heights, Windsor, Nova Scotia, prepared by V.E. Swinamer Surveying Limited dated May 22, 1975, approved by the Town of Windsor on November 1, 1978 as plan 78-6 and filed with the Registrar of Deeds for the County of Hants as P2342 and more particularly described as follows:

BEGINNING at a point where the eastern boundary of Burgess Street intersects the southern boundary of Underwood Street and at the northwest corner of Lot 44 as shown on the plan;

THENCE on a bearing S19 degrees 28.5 minutes W along the western boundary of Lot 44 a distance of 125 feet to an iron bar;

THENCE on a bearing S71 degrees 37.6 minutes E along the southern boundaries of Lot 44 to 34 inclusive a distance of 893.35 feet to the southeastern corner of Lot 34;

THENCE on a bearing N17 degrees 27.1 minutes E along the eastern boundary of Lot 34 a distance of 125.01 feet to an iron bar located at the northeast corner of Lot 34 and the

southern boundary of Underwood Street:

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S72 degrees 32.9 minutes E a distance of 18.64 feet to a point;

THENCE southeasterly along the southern boundary of Underwood Street on a bearing S74 degrees 57.4 minutes E a distance of 31.39 feet to an iron bar located at the northwest corner of Lot 33 as shown on the plan;

THENCE on a bearing S17 degrees 27.1 minutes W along the Western boundary of Lot 33 a distance of 100.09 feet to an iron bar marking the southwest corner of Lot 33;

THENCE southeasterly along the southerly boundaries of Lots 33 to 29 inclusive on a bearing S74 degrees 57.4 minutes E a distance of 256.89 feet to an iron bar marking the southeast corner of Lot 29;

THENCE on a bearing N15 degrees 2.6 minutes E along the Eastern boundary of Lot 29 a distance of 100 feet to an iron bar marking the northeast corner of Lot 29;

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S74 degrees 57.4 minutes E a distance of 66 feet to a point marking the northwest corner of Lot 28 as shown on the plan;

THENCE on a bearing S15 degrees 2.6 minutes W along the western boundary of Lot 28 a distance of 100 feet to a point marking the southwest corner of Lot 28 as shown on the plan;

THENCE on a bearing S74 degrees 57.4 minutes E a distance of 190.25 feet to a point;

THENCE on a bearing S46 degrees 25.5 minutes W along the Town of Windsor, Municipality of West Hants boundary line a distance of 575 feet to a point;

THENCE on a bearing N43 degrees 34.5 minutes W a distance of 130 feet to a point;

THENCE on a bearing S46 degrees 25.5 minutes W a distance of 264.56 feet to a point;

THENCE on a bearing N71 degrees 37.6 minutes W a distance of 1,850.50 feet to a point on the eastern boundary of Hospital Drive as shown on the plan;

THENCE in a northeasterly direction along the eastern boundary of Hospital Drive on a bearing N45 degrees 30.8 minutes E a distance of 500.23 feet to a point being the southwesterly corner of Lot 47 as shown on the plan;

THENCE on a bearing S44 degrees 29.2 minutes E along the southern boundary of Lot 47 a distance of 105.00 feet to a point;

THENCE on a bearing N45 degrees 30.8 minutes E a distance of 61.23 feet to a point on the southern boundary of a 25 foot wide sewer easement as shown on the plan;

THENCE on a bearing S74 degrees 44.2 minutes E along the southern boundary of the sewer easement a distance of 60.05 feet to a point in the arc of a curve;

THENCE northerly, northeasterly, easterly and southeasterly along the arc of a curve having a radius of 61 feet a distance of 199.44 feet to a point being the southeasterly corner of Lot 47 and southwesterly corner of Lot 48 as shown on plan;

THENCE northeasterly along the eastern boundary of Lot 47 on a bearing N19 degrees 28.5 minutes E a distance of 140.00 feet to an iron bar located at the northeasterly corner of Lot 47 and the southwesterly corner of Lot 45 as shown on the plan;

THENCE on a bearing S71 degrees 37.6 minutes E along the southern boundary of Lot 45 a distance of 90 feet to an iron bar;

THENCE northeasterly along the eastern boundary of Lot 45 on a bearing N19 degrees 28.5 minutes E a distance of 110.96 feet to an iron bar located at the northeast corner of Lot 45 and on the southern boundary of Underwood Street;

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S70 degrees 31.5 minutes E a distance of 50 feet to the place of beginning.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT portion of Burgess Street outlined in yellow on the plan and deeded to the Town of Windsor by Irven Burgess and Ann Burgess by deed dated January 12, 1979 filed as Registry Plan Number 2031.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT lot of land shown as parkland and outlined in green on the plan which was conveyed by Irven Burgess and Ann Burgess to the Town of Windsor by deed dated January 12, 1979 filed as Registry Plan Number 2031.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THOSE lots of land shown on a plan of lands of Victor Holdings Ltd. prepared by Frank Longstaff Surveying Ltd., known as lots 48, 49A, 49-57, 66-68, 68A and 69 filed as Registry Plan Number 5903.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT lot of land shown on the aforesaid plan and designated Burgess Street Extension filed as Registry Plan Number 5903.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THOSE lots of land shown on a plan showing Tregothic Heights Subdivision dated May 22, 1975, revised April 29, 1978 and being lots 74, 75, 76, and 77 filed as Registry Plan Number 2343.

ALSO SAVING and EXCEPTING Lots 201 to 225, inclusive; Parcel P-1; Parcel FD-1, Parcel BC-1 and Parcel WW-2 as shown on registered Plan No. 84603233

TOGETHER with an easement/right of way in favour of the Town of Windsor for drainage purposes, as more particularly described in an easement recorded as document number 84796607, and shown on said plan.

SAVING and EXCEPTING Parcel AB as shown on registry Plan No. 86093482

SAVING and EXCEPTING Parcel E and Parcel F as shown on Registered Plan No. 121073671 recorded in the Land Registration Office for Hants County.

AND ALSO Parcel D as shown on Registered Plan No. 121073671 recorded in the Land Registration Office for Hants County.

SAVING AND EXCEPTING all that lot of land situate at Garlands Crossing being a portion of Lot 1-B shown on Registry Plan No. 122521256, prepared by Alderney Surveys Limited, dated February 25, 2023, bounded and described as follows:

COMMENCING at the southeast corner of Lot 220 located on the south side of Burgess Crescent and the west side of Fraser Drive;

THENCE in a northerly direction along the east side of Lot 220 to Fraser Drive;

THENCE southeasterly along Fraser Drive and Lot 225 to the southeastern corner of Lot 225;

THENCE S23 19' 35"W to the northeast corner of a lot of land conveyed by Wanda Elaine Donelle to 3229190 Nova Scotia Limited by deed dated April 29, 2021;

THENCE northwesterly along the said lot formerly of Donelle to its northwest corner;

THENCE southwesterly along the west side of the said Donelle lot to its southwest corner;

THENCE northeasterly to the southeast corner of the said Donelle lot;

THENCE S23 19' 21"W 167.82' to the northeast side of Lot 26, located on the northeast side of Community Way;

THENCE N36 58' 02"W 76.80 feet to a survey marker at the northern corner of Lot 27;

THENCE S53 01' 58"W 120' to the northeast side of Community Way;

THENCE N36 58' 02"W 89.28' to a survey marker;

THENCE N52 37' 42"E 125.61' to a survey marker; and

THENCE N10 44' 42"E 240.78' to the place of beginning.

SAVING AND EXCEPTING Lot 1-C shown on Registry Plan No. 122521256, prepared by Alderney Surveys Limited, dated February 25, 2023.

SAVING and EXCEPTING Lot 1-C as shown on registered Plan No. 122521256 at the Land Registration Office for Hants County.

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

Compliance:

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

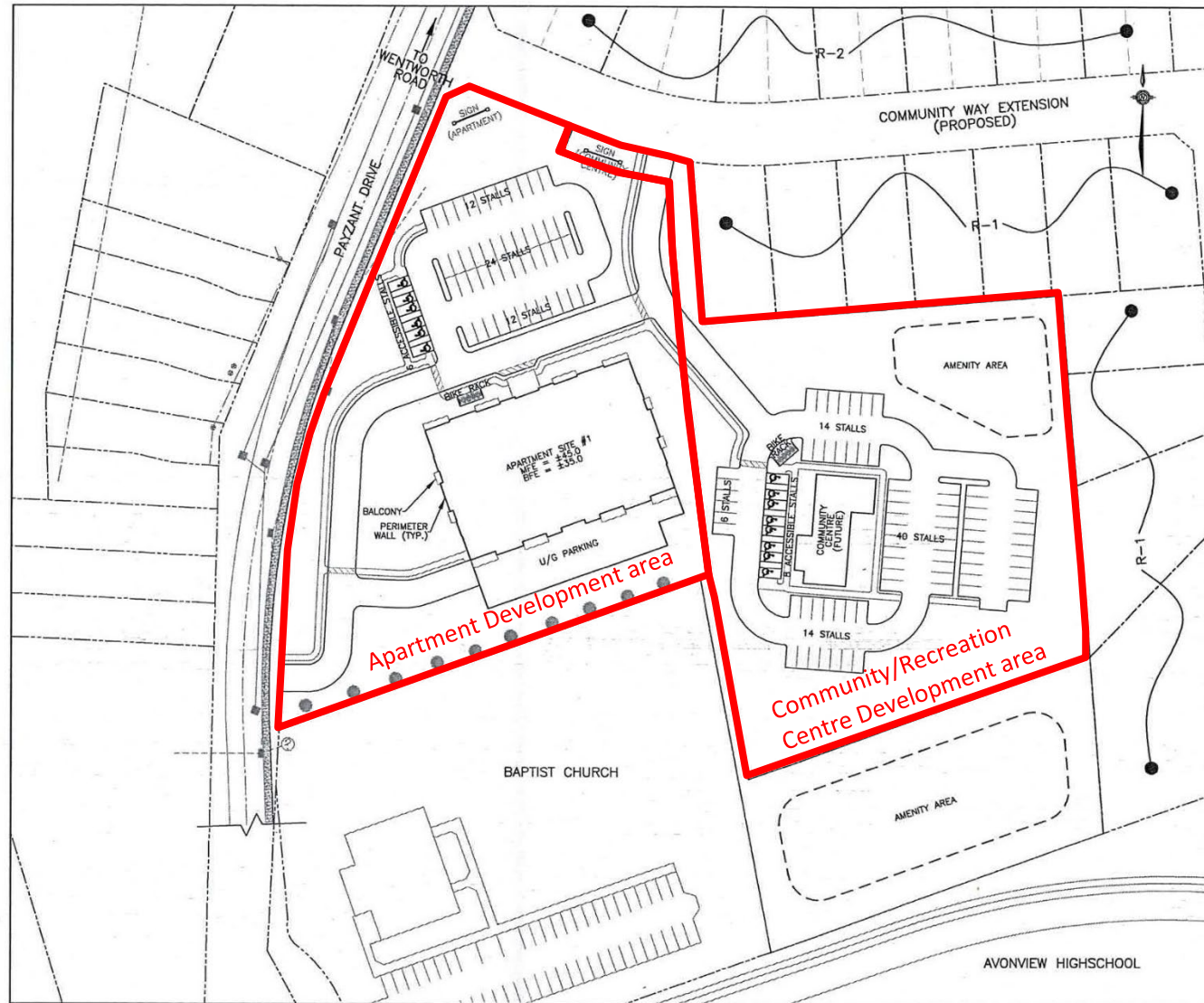
Registration District: HANTS COUNTY

Registration Year: 2023

Plan or Document Number: 122521256

NEW DESCRIPTION FOR REMAINING LANDS - LOT AX-R1 AS CREATED BY PLAN OF SUBDIVISION.

Schedule B  
Site Plan – Development Areas



**Attachment C**  
**Public Information Meeting Notes**  
**July 5 – July 20, 2023**  
**Development Agreement – 187 Payzant Drive, Windsor**

<b>Meeting date and time</b>	A Public Information Meeting was held on July 5, 2023 beginning at 6 p.m. in Council Chambers at 76 Morison Drive, Windsor. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> <li>• Councillor Ivey (Chair)</li> </ul> <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> <li>• Chief Administrative Officer, Mark Phillips</li> <li>• Director of Planning and Development, Sara Poirier</li> <li>• Senior Planner, Mark Fredericks</li> <li>• Planner, Alex Dunphy</li> <li>• Planning Administrative Assistant, Vanessa Lake</li> </ul> <p>Applicant:</p> <ul style="list-style-type: none"> <li>• Chrystal Fuller</li> </ul> <p>Two (2) members of the public attended the meeting in-person.</p>
<p><b>Applicant</b>  Chrystal Fuller on behalf of Mitch Brison, 3229190 Nova Scotia Limited</p> <p><b>Property</b>  187 Payzant Drive  PID 45276441</p>	<p>Senior Planner Mark Fredericks outlined the request to establish a Community/Recreation Centre at PID 45276441 on Payzant Drive in Windsor.</p> <p>A formal presentation was made by Chrystal Fuller of Brighter Community Planning on behalf of the applicant.</p>
<b>Comments</b>	Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail, and telephone between July 5 – July 20, 2023. No comments from the public were received during the comment period.
<b>Adjournment</b>	The meeting was adjourned at 6:18 p.m.



## WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Alex Dunphy, Planner

**Date:** September 14, 2023

**Subject:** Development Agreement: 8 Upper Water Street, Windsor (PID 45333291);  
File # 23-14

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### 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 six storey, mixed-use apartment building on PID 45333291 at 8 Upper Water Street in Windsor which is substantively the same as the draft set out in Attachment B of the report File #23-14 to the Planning and Heritage Advisory Committee dated September 14, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Justin Brown which permits a six storey, mixed-use apartment building on PID 45333291 at 8 Upper Water Street 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 X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received from Justin Brown of Halyard Developments Limited on May 30, 2023. The application is to consider permitting a six (6) storey, mixed-use apartment building by development agreement.

**DISCUSSION**

The subject lot is approximately 27,000 sq. ft. (2,500 sq. m.) in size. It is designated Town Centre on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). The subject lot is zoned Town Centre (TC) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2).

The property currently has a single storey office building on the corner of Upper Water Street and King Street which hosts the Nova Scotia Tourism Bureau, as well as a parking lot and undeveloped land fronting on Cobbett Street.

***Surrounding Context***

Properties to the east of the subject lot are designated Residential and are zoned Two Unit Residential (R-2). Properties to the north and south are designated Town Centre and zoned Town Centre (TC). Lastly, properties to the west are designated Town Centre and zoned Waterfront Development District (WDD). North of the subject lot is the on-ramp to Highway 101. There are a number of residential uses surrounding the subject lot to the north and east and a variety of commercial uses across Upper Water Street to the west. Further northeast of the subject lot is the Fort Edward National Historic Site.

***Municipal Planning Strategy Document Review***

Policy 7.2.1 of the WMPS is the first enabling policy to be considered for this application. This policy provides Council with the ability to consider new main buildings in the Town Centre (TC) zone by development agreement subject to Policy 7.2.2. As the proposal is for a new main building, this policy is considered met.

Policy 7.2.2 of the WMPS provides Council with the criteria to review development proposals permitted to be considered by Policy 7.2.1. The full list of criteria is included in Attachment A. In summary, the proposal meets the criteria since:

- the proposed use is a permitted use in the Town Centre (TC) zone;
- the proposal incorporates windows and other elements in the street level façade;
- an adequate amount of parking is included in the proposal; and
- the planned greenspace is adequately landscaped.

Policy 7.4.2 of the WMPS is the second enabling policy to be considered for this application. This policy provides Council with the ability to consider the construction of a new residential buildings containing three or more dwelling units in the Town Centre (TC) zone by development agreement subject to Policy 7.4.3. As the proposal is for a new residential building containing three or more dwelling units, this policy is considered met.

Policy 7.4.3 of the WMPS provides Council with the criteria to review development proposals permitted to be considered by Policy 7.4.2. The full list of criteria is included in Attachment A. In summary, the proposal meets the criteria since:

- the architectural design and scale of the proposal is reasonably compatible with the surrounding area;
- the proposal is not included in the Architectural Control District;
- the proposal consists of commercial uses at the street level; and
- the Development Officer and Municipal Traffic Authority have no concerns which have not been otherwise addressed in this report.

Policy 16.3.1 establishes the general criteria that must be considered for all development agreements applications. 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, Public Works Engineering Division, and Municipal Traffic Authority have no concerns which have not been addressed in this report.

### ***Additional Consideration***

The proposal provides a total of 89 vehicle parking stalls for 95 dwelling units and 4165 sq. ft. (386.9 sq. m.) of commercial floor area. Generally, a parking ratio of 1 parking space per dwelling unit with additional parking spaces for the commercial use has been required in past development agreements. However, as this proposal is located in the core of Windsor, provides secure bicycle parking stalls, and there are plans to implement car sharing spaces, staff consider that the lowered parking ratio is justified.

The Public Works Engineering Division commented that there is an abundance of development requests that have not yet been built out. There are also pending water system capacity improvements to take place over the next few years which contribute to difficulty determining water capacity for future projects. At this time, a cautious pre-approval was given by the Public Works Engineering Division.

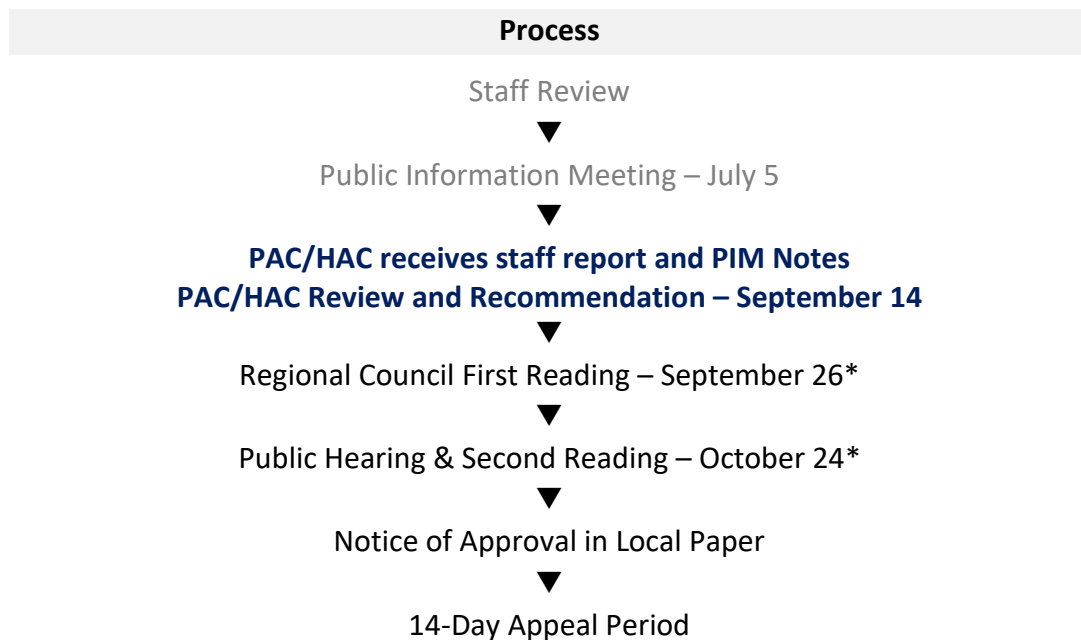
## MUNICIPAL CLIMATE CHANGE ACTION PLAN

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, including the subject lot.

The Municipal Services Specifications Manual will require the developer to provide information to the Public Works Engineering Division to ensure pre- and post-development flows are met. Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

## NEXT STEPS

As noted above, the draft development agreement has been considered within the context of both the specific and general policies of the WMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to consider permitting a six (6) storey mixed-use apartment building on PID 45333291 at 8 Upper Water Street in Windsor by development agreement.



\*anticipated dates; final dates set by Council

## FINANCIAL IMPLICATIONS

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

**ALTERNATIVES**

In response to this application, the 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; or
- 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	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: \_\_\_\_\_  
Alex Dunphy, Planner

Report Approved by: \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

Figure 1 – Windsor GFLUM Extract

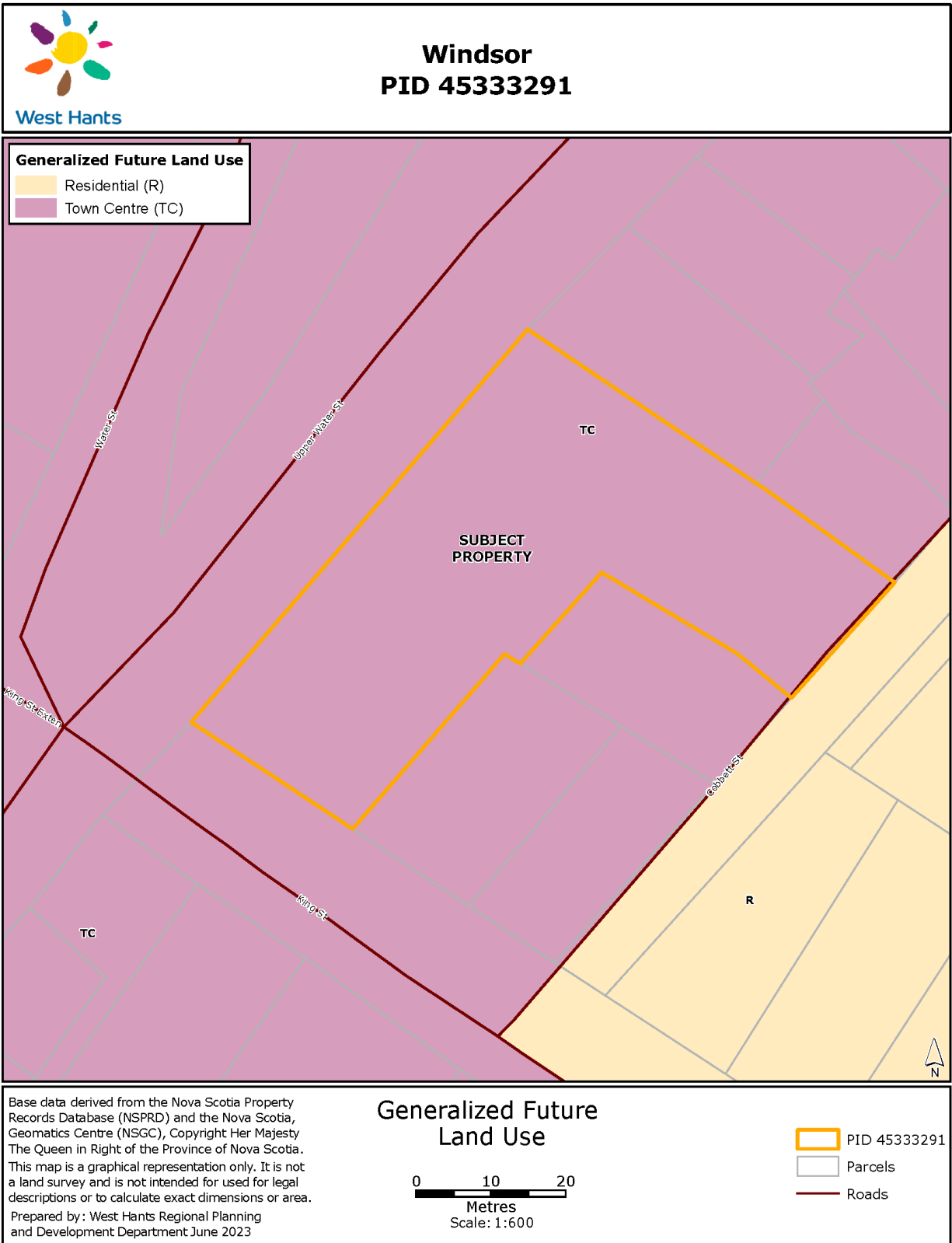
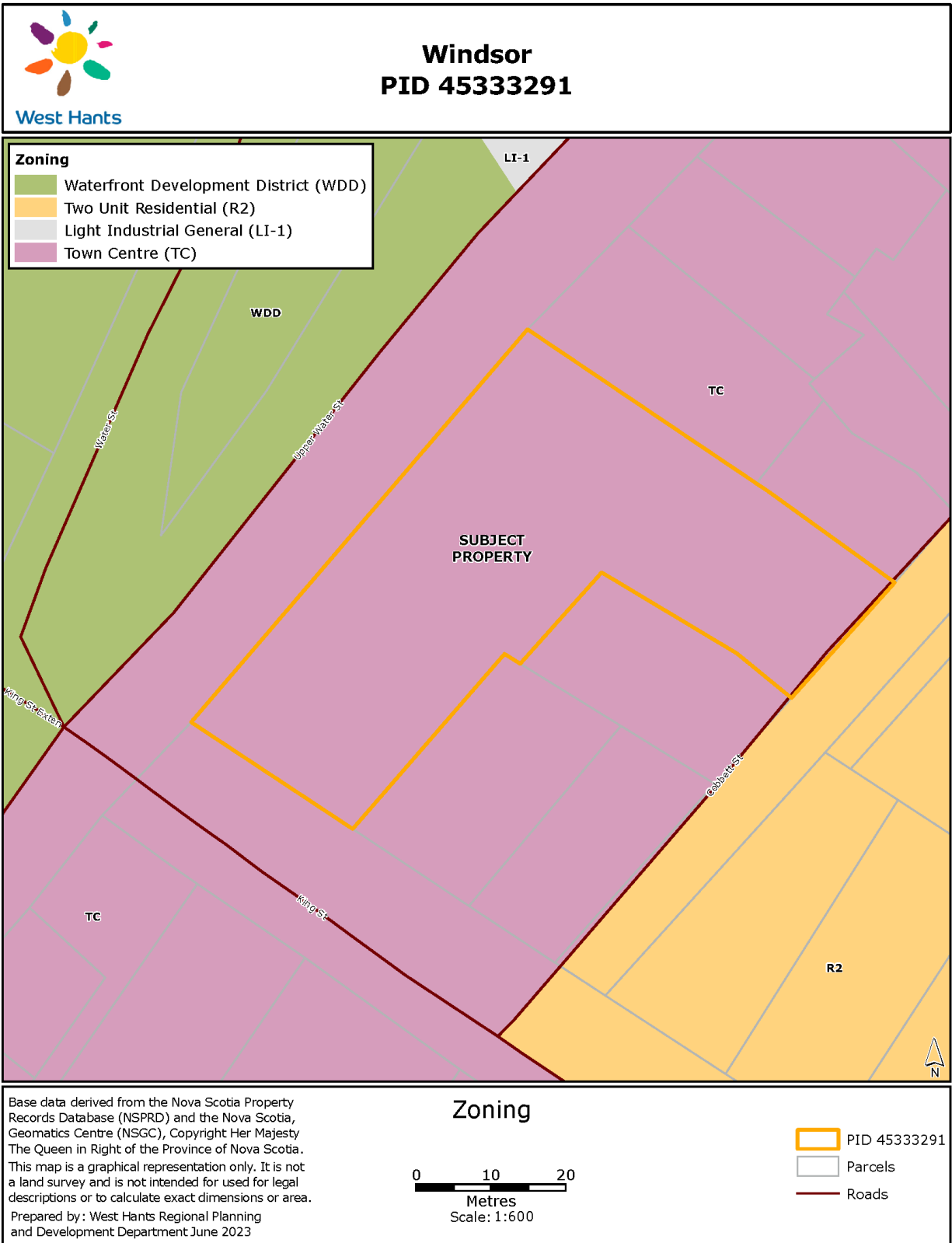


Figure 2 – Windsor Zoning Map Extract



## Attachment A – Policy Summary for Development Agreement

<p><b>Policy 7.2.1</b>  <i>It shall be the policy of Council that the following categories of development proposals in the Town Centre zone will be considered by development agreement subject to Policy 7.2.2:</i></p>	
<p><i>(a) new main buildings;</i></p>	<p>The proposal to demolish the current building and reconstruct would be deemed a new main building.</p>
<p><i>(b) additions in excess of 1,000 ft<sup>2</sup> (92.9 m<sup>2</sup>) in floor area to the front façade of an existing building; or</i></p>	<p>N/A</p>
<p><i>(c) where the development will be located on a parcel of land exceeding one acre (0.4 hectare) in size;</i></p>	<p>N/A</p>
<p><i>(d) ground signs.</i></p>	<p>N/A</p>
<p><b>Policy 7.2.2</b>  <i>It shall be the policy of Council that the review of development proposals under Policy 7.2.1 will have due regard to the following conditions:</i></p>	
<p><i>(a) the proposed use is a permitted use in the Town Centre zone;</i></p>	<p>The proposed use is a permitted use in the Town Centre (TC) zone.</p>
<p><i>(b) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i></p>	<p>The subject lot is not within an Architectural Control District.</p>
<p><i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i></p>	<p>The proposal includes a variety of windows and entrances on the ground level.</p>
<p><i>(d) adequate provision is made for parking or Policy 4.11.3 is applied;</i></p>	<p>The proposed development agreement requires 86 vehicle parking spaces, with one being a flexible car share space to service 95 dwelling units and 4165 sq. ft. (386.9 sq. m.) of commercial floor area. As the proposal is located in the core of Windsor, provides bicycle parking stalls, and there are plans to implement car sharing spaces, this criterion is considered met.</p>

	The Development Officer stated that they agreed with the reasoning to lower the standard parking ratio.
<i>(e) where possible, landscaping and pedestrian areas, such as courtyards, are provided;</i>	The proposal does not accommodate additional landscaped open space due to the lot size, but the required yard setbacks are landscaped.
<i>(f) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(g) the provisions of Policy 16.3.1.</i>	See below.

<b>Policy 7.4.2</b> <i>To provide more control over new residential development and increases in the number of dwelling units in existing residential buildings, and recognizing that most existing lots and buildings cannot conform to current standards, it shall be the policy of Council that the following types of residential development shall be considered in the Town Centre zone by development agreement subject to Policy 7.4.3:</i>	
<i>(a) the construction of a new residential building containing three or more dwelling units; and</i>	The proposal is for a new mixed use residential building containing 95 units, so it may be considered under this policy.
<i>(b) an increase in the number of dwelling units in an existing residential building.</i>	N/A
<b>Policy 7.4.3</b> <i>In considering development agreements specified under Policy 7.4.2, it shall be the policy of Council to have due regard to the following conditions:</i>	
<i>(a) the architectural design and scale of the proposed development is compatible with the surrounding area and is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The subject lot is not within the Architectural Control District. The Development Officer commented that a step-back design for each story above the third story would be preferable to reduce the scale of the building for pedestrians, however there is no requirement in the WMPS for the design to incorporate step-backs. The provided design meets this criterion as it is reasonably compatible with the surrounding area. The subject lot is

	located in an area of Windsor that is intended for this density of development.
<i>(b) where the development involves the construction of a new residential building, commercial space shall be included at the street level, except in cases where commercial space is not appropriate because the development is proposed for a fringe area of the Town Centre which is still predominantly residential;</i>	The proposed development consists of commercial uses at street level and residential units above. The proposal therefore meets this policy criteria.
<i>(c) the location of the proposed development does not compromise the commercial integrity of the area or restrict existing commercial development patterns;</i>	The proposal includes commercial uses located at the street level of the subject lot. The inclusion of commercial space in the proposal conforms with the intended development pattern.
<i>(d) adequate provision is made for parking and for access to and from the site;</i>	The Municipal Traffic Authority stated that they did not have any issues with the access provided to the subject lot. As stated above, the Development Officer determined that the parking provided in the proposal is adequate.
<i>(e) adequate recreational open space is available either on site or in nearby public parks;</i>	The proposal provides greenspace and balconies as on-site recreational space. In addition, the Fort Edward Historic Site and surrounding park are located within walking distance of the proposal. The Development Officer stated that the available recreational space is adequate.
<i>(f) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(g) the provisions of Policy 16.3.1.</i>	See below.

**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:*

<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 Public Works Engineering Division provided a cautious pre-approval statement for capacity of water supply within the Windsor Utility. This is due to an abundance of development requests that have not yet been built out. There are also pending water system capacity improvements to take place over the next few years. There was stated to be no issue with sewer capacity.
<i>(ii) the adequacy of school facilities;</i>	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated that projected capacity for student enrollment and student transportation appears sufficient to accommodate the proposed development.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection but did mention that the building would require an adequate water supply for a sprinkler system. The local Fire Chief has stated that it is preferable to have 360 degree access to the building, but a suitable alternative is for rolling curbs and a restriction on overhead obstructions on all access routes.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The Traffic Authority has no concerns regarding movement suitability on the subject lot.

<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal matches the intent of the Town Centre designation as it includes a mix of commercial and dense residential development. The Development Officer commented that a step-back design above the third storey would be preferable, but indicated no concerns regarding the pattern of development.</p>
<p><i>(e) 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></p>	<p>The site appears to have a varied elevation throughout. There appears to be a near storey difference in elevation between the King/Upper Water Street side and the Cobbett Street side of the lot. The proposal does consider this elevation and lowers the height of the portion of the building on the Cobbett street side to three storeys. There are no watercourses or wetlands located on the property. No concerns were recorded during the site visit.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

**Attachment B – Draft Development Agreement**



## 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 -

**HALYARD DEVELOPMENTS LIMITED** a body corporate, with a head office at 84 Wickwire Avenue, Wolfville, in the County of Kings, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered Owner of parcel of land located at 8 Upper Water Street, PID 45333291, hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** PID 45333291 is designated Town Centre on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned Town Centre (TC) 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 95 apartment units and up to 4165 sq. ft. (386.9 sq. m.) of commercial space within a six (6) storey apartment building on the Property (the “Development”); and

**WHEREAS** Policy 7.2.1 of the Municipal Planning Strategy and Section 6.1 (e) of the Land Use By-law enable Council to consider entering into a development agreement to allow new main buildings in the Town Centre (TC) zone, and Policy 7.4.2 of the Municipal Planning Strategy and Section 6.1 (f) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development containing more than three units; 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; and
- (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.

### **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 Windsor Municipal Planning Strategy, effective on September 21, 2005, as amended, or successor by-laws;
- (b) Land Use By-law means the Windsor Land Use By-law, effective on September 21, 2005, as amended, or successor by-laws;
- (c) Subdivision By-law means the Windsor Subdivision By-law, effective on March 21, 2012, as amended, or successor by-laws.

**PART 2 DEVELOPMENT REQUIREMENTS**

**2.1 Use**

- (a) The Parties agree that uses on the Property shall be limited to the following:
  - (i) those uses permitted by the underlying zoning in the Land Use By-law;
  - (ii) a six (6) storey apartment building containing up to 95 apartment units and up to 4165 sq. ft. (386.9 sq. m.) of Commercial Floor Area on the ground floor area fronting onto Upper Water Street and King Street, 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 and non-licensed
    - Entertainment, recreation and assembly uses within a wholly enclosed building
    - Licensed liquor establishments
    - Microbrewery, Microdistillery, Winery
    - Museums, art galleries and libraries
    - Offices
    - Parking structures
    - Repair and rental establishments
    - Restaurants
    - Retail stores
    - Service and personal service shops
    - Veterinary clinics and animal hospitals

- (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.
- (c) The apartment building shown on the Site Plan in Schedule B shall be limited to a maximum of 95 dwelling units and up to 4165 sq. ft. (386.9 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 (Upper Water St.)	0 ft. (0 m.)
Minimum Flanking Yard (King St.)	0 ft. (0 m.)
Minimum Rear Yard (Cobbett St.)	20 ft. (6.10 m.)
Minimum Side Yard	7 ft. (2.13 m.)
Maximum Storey of Main Building	6 storeys
Maximum Building Height	60 ft. (18.29 m.)*
Maximum Height of Accessory Building	15 ft. (4.57 m.)

\*Maximum building height shall not include a mechanical penthouse or roof access.

- (d) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (e) The Owner shall keep all undeveloped areas of the Property 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 paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.

## 2.4 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of 86 parking spaces, with at least one space which may be used as a care share space, and a minimum of 10 bicycle parking spaces to accommodate the residential and commercial uses.
- (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 Buffering

Outdoor parking shall be screened from adjacent properties, through the use of:

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least two (2) in. measured at four-and-one half (4.5) ft. above the surrounding grade and a minimum height of 5 ft.; or
- (b) a hedge of a variety of coniferous shrubs each of which will reach over six (6) ft. in height at maturity; or

- (c) a wall or an opaque fence which is a minimum of five (5) ft. in height and of sufficient height to provide a visual buffer to the abutting property; or any combination of the above, all arranged to form a dense or opaque screen, and maintained for as long as the buffer is required.

## **2.7 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 Property.

### **(c) Snow Plowing**

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

## **2.8 Maintenance**

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

## **2.9 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.

#### **2.10 Hours of Operation**

The hours of operation for the commercial uses within this Development shall be limited to between 6:00 a.m. and 11:00 p.m. daily, inclusive.

#### **2.11 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*:

- (i) minimum required yard dimensions as required in Section 2.2 (c) of this Agreement; and
- (ii) number of parking spaces required.

### **PART 3 CHANGES AND DISCHARGE**

**3.1** The Owner shall not vary or change the number of units within the apartment building on 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 this Agreement.

**3.3** The following matters are substantive matters:

- (a) the number of units permitted within the apartment building on the Property as listed in Section 2.1, *Use*;
- (b) maximum building height as listed in Section 2.2, *Development Location and Design*;

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

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

- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
- (c) at any time upon the written request of the Owner, provided the use of the 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 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. 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 Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

### **5.2 Severability of Provisions**

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

### **5.3 Interpretation**

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

### **5.4 Municipal Responsibility**

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the Development proposed by this Agreement. The

Owner assumes all risks and must ensure that any proposed Development complies with this Agreement and all other laws pertaining to the Development.

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

#### **5.5 Breach of Terms or Conditions**

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner 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 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 Justin Brown at 84 Wickwire Avenue, Wolfville, B4P 1W2 , 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 replaces and discharges the development agreement dated July 22, 2013 between the Town of Windsor and Cedarwood Developments Limited recorded at the Land Registration Office in Hants County, Nova Scotia on August 20, 2013 as document #103626942, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: \_\_\_\_\_

) Abraham Zebian, Mayor

)

)

)

) Per: \_\_\_\_\_

) Deanna Snair, Municipal Clerk

)

)

)

) **HALYARD DEVELOPMENTS LIMITED**

)

)

)

Per: \_\_\_\_\_

) Aaron Ewer, 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, **Aaron Ewer**, 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, Aaron Ewer, Nova Scotia, make oath and say that:

1. I Justin Brown of **HALYARD DEVELOPMENTS 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

\_\_\_\_\_  
Aaron Ewer, President

**Schedule A**  
**Legal Description**

**PID 45333291**

Place Name: Water Street, Windsor

Designation of Parcel on Plan: Lot DTR-1

Title of Plan: Plan of survey showing Lot DTR-1 a consolidation of land of Dragon Tan Restaurant and Lounge Limited, Water Street, Windsor, Hants County, Nova Scotia

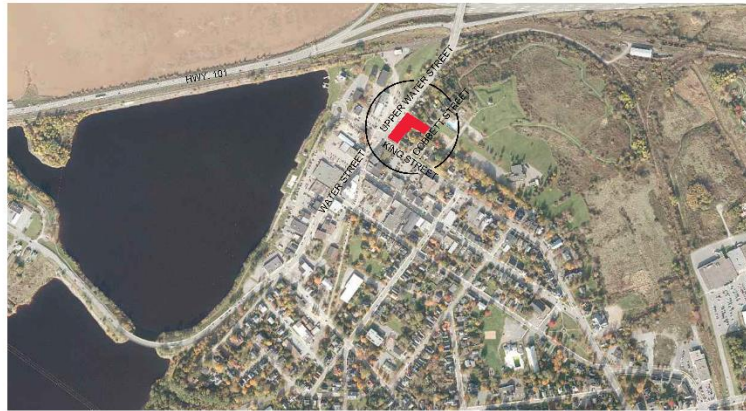
Registration of District: Hants

Registration Reference of plan: 8494

Registration Date: April 11, 2001

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

**Schedule B**  
**Site Plan**



**KEYPLAN**  
LOCAL RECREATION AND OPEN SPACE:  
- FORT EDWARD TRAILS  
- HALIBURTON HOUSE PROPERTY  
- PESQUID PATHWAYS  
- FORMER DOMINION ATLANTIC RAILWAY TRAILS  
- EXPANSION OF AVON RIVER WATERFRONT WALKING PATHWAYS AND CONNECTIVITY TRAILS  
- HANTS AQUATIC CENTRE  
- WEST HANTS SPORTS PLEX



**PROPOSED MASSING MODEL**  
NTS - REFER TO SHEET A4 FOR ARCHITECTURAL ELEVATIONS

**UPPER WATER STREET DEVELOPMENT**

DATE: 03/20/22  
SCALE: 1/16" = 1'-0"

PROJECT NO: 2022-001

ISSUED FOR APPLICATION

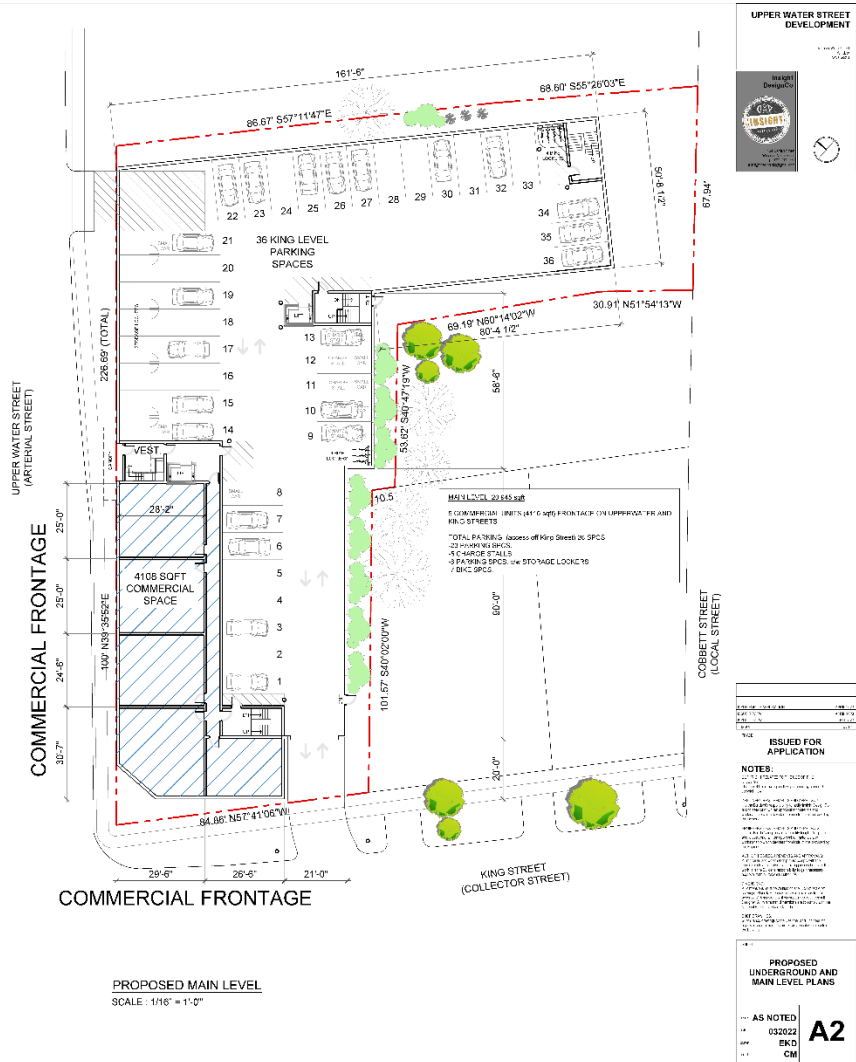
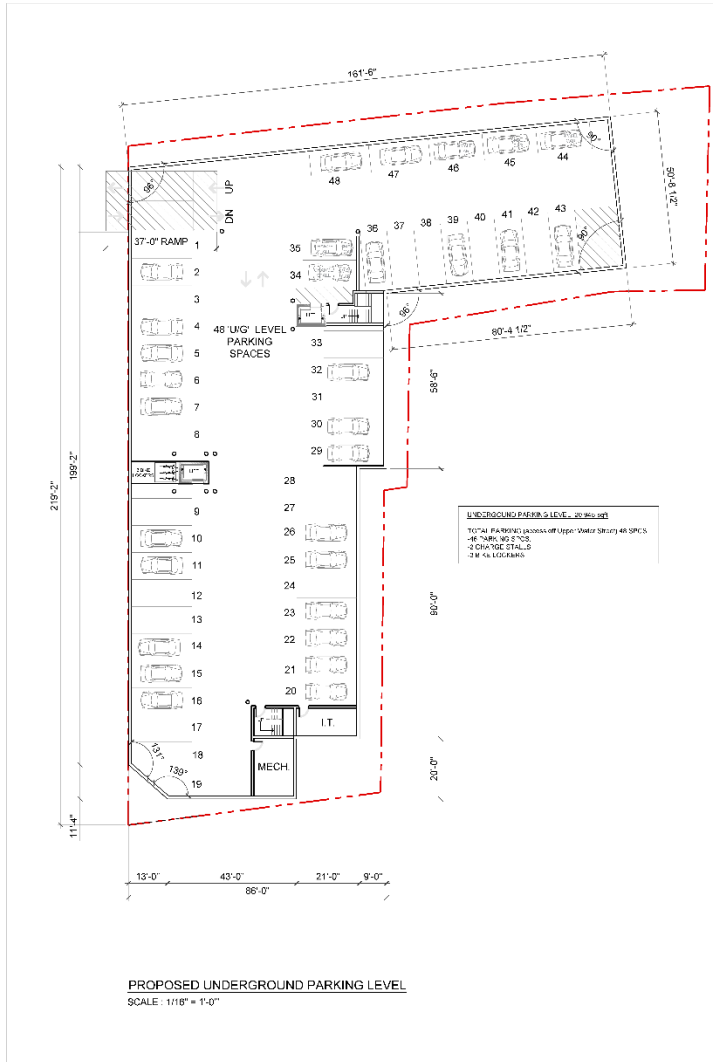
NOTES:  
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE MUNICIPALITY.  
2. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
3. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
4. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
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10. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

**ISSUED FOR APPLICATION**

NOTES:  
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE MUNICIPALITY.  
2. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
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9. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.  
10. THE MUNICIPALITY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

**PROPOSED SITE PLAN AND MASSING MODEL**

DATE	03/20/22	<b>A1</b>
BY	EXD	
CHKD	CM	









**Attachment C – Public Information Meeting Notes**

**July 5 – July 19, 2023**

**Development Agreement: 8 Upper Water Street, Windsor (PID 45333291); File # 23-14**

<b>Meeting date and time</b>	A Public Information Meeting was held on July 5, 2023 beginning at 6:20 p.m. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	In attendance: One (1) Councillor: <ul style="list-style-type: none"><li>• Councillor Ivey (Chair)</li></ul> Four (4) members of staff: <ul style="list-style-type: none"><li>• Planner Fredricks</li><li>• Planner Dunphy</li><li>• Planning Assistant Lake</li><li>• Director Poirier</li></ul> No members of the public were present for this meeting.
<b>Applicant</b> Justin Brown on behalf of Halyard Developments Limited  <b>Property</b> 8 Upper Water Street (PID 45333291)	Planner Dunphy outlined the application to allow a proposed mixed-use six (6) storey apartment building by development agreement.  The applicant did not attend.
<b>Comments</b>	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between July 5 and July 19, 2023.  One (1) phone call was received from the public with questions about the clearing of the property for construction.
<b>Adjournment</b>	The presentation portion of the public information meeting ended at approximately 6:23 p.m.



**WEST HANTS REGIONAL MUNICIPALITY REPORT**

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

**Submitted by:** \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

**Date:** 2023-07-13

**Subject:** Public Participation Program Policy; File 23-08B

**LEGISLATIVE AUTHORITY**

Municipal Government Act (MGA) s. 204 Public Participation Program and s. 204A Engagement Program

**RECOMMENDATION**

Should PAC/HAC wish to forward a positive recommendation, the following motion would be in order:

...that PAC/HAC recommends that Council approve the Public Participation Program Policy in a manner substantively the same as Attachment A to the July 13, 2023 report File 23-08B “Public Participation Program Policy”.

**BACKGROUND**

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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During the PAC/HAC meeting on March 9, 2023 the Committee discussed the current process for notification of Public Information Meetings (PIMs) and ways this could be improved, including larger sized signage on site, notification in local community centres and/or post offices, and hosting the PIM in the community where the subject property is located. Council approved the following motion on March 28, 2023:

## COUNCIL HAVE STAFF EXPLORE AMENDING THE PPPP TO INCLUDE STRENGTHENED PUBLIC NOTICE OF INFORMATION MEETINGS.

An information report was provided to the PAC/HAC on May 11, 2023 which outlined the Municipal Government Act requirements, the current WHRM Public Participation Program Policy and Fees Policy, and policies in other jurisdictions (Attachment B). The report was discussed at the May 11, 2023 PAC/HAC meeting and the Committee provided feedback to staff. The revised Public Participation Program Policy in Attachment A was created based on feedback from the Committee.

### **DISCUSSION**

During the PAC/HAC meeting on May 11, 2023 the Committee discussed the current practice for public notification of meetings. The Committee requested certain changes to the practice and staff comments on the impact of those changes on cost to applicant, timelines for applications and staff resources. The Committee's requested changes included:

- Increased notification distance to 1000 ft. (300 m.) for all areas of WHRM;
- Increased notification lead time of 14-days for mail outs, advertisement in the newspaper and signage on site;
- Increased sized signage, with the suggestion of creating a template that the applicants will use to print and post the signs themselves; and
- Hosting the PIMs on a separate night from PAC/HAC, preferably in the community where the application is located.

#### **Increase notification distance**

The current practice is to notify property owners within 300 ft. (91.44 m.) of a subject property in Windsor and Hantsport, and notify property owners within 500 ft. (152.4 m.) outside of those areas for any PIM or Public Hearing. Applicants are currently expected to pay the cost of notification for public meetings, which includes the cost of mailing letters to surrounding properties. The cost is currently \$0.92 per letter.

Staff reviewed mail lists for applications since 2020. For applications in Windsor the lowest number of letters sent for an application was 14, the highest amount was 188, and the average was 42 letters being sent per application. For applications outside of Windsor or Hantsport the lowest number of letters sent for an application was 7, the highest was 154, and the average was 34 letters being sent per application. It is expected that increasing the notification distance to 1,000 ft. (300 m.) would increase the number of residents notified as well as the cost to the applicant.

Staff investigated bulk mailing options through Canada Post. There are options for mail to be sent to mail routes, however mail routes are not restricted to a specific community, district or municipality therefore there may be confusion for property owners who receive a notice for an application that is nowhere near them. Additionally, Municipal staff would still need to print and prepare the envelopes if using this option.

Staff will continue to determine the appropriate mail list based on the distance specified in the Public Participation Program Policy and mail the individual letters. For some of the larger mail lists this will require more time of staff to print, stuff, label and mail the letters, however this process ensures residents are receiving accurate notice.

The proposed amendment to increase the notification distance to 1,000 ft. (300 m.) has been added to the draft Public Participation Program Policy in Attachment A.

### **Increase notification lead time**

The current Public Participation Program Policy requires notices for PIMs to be placed in the newspaper and sent to surrounding property owners at least seven (7) days prior to any PIM. The Committee requested this to be increased to at least 14 days prior to the meeting. This will increase the lead time required to schedule a PIM by one week, meaning that meeting advertisements will have to be created and sent to the newspaper one month prior to the meeting date. This amendment is not anticipated to add any cost the applicant.

This proposed amendment to increase the notification time to 14 days has been added to the draft Public Participation Program Policy in Attachment A.

### **Increased signage size**

A requirement for signage to be posted on application sites was added during the pandemic to increase awareness of applications. The current practice is for staff to create an approximately 22 in. x 17 in. sign in office and request that the Building Officials post it on site while they are in the community for their regular inspections. PAC/HAC requested an increase in signage size, with the suggestion of creating a template that the applicants will use to print and post on the site themselves.

Following the PAC/HAC meeting, staff requested quotes from three separate print shops regarding signage. For a 24 in. x 36 in. sign the cost was an average of \$67.92 per sign. For a 48 in. x 56 in. sign the cost was an average of \$214.60. The print shops typically need a few days lead time for a sign to be made.

It is anticipated that the process for signage would change to put the responsibility on the applicant to print and post the signage. Staff would create a sign template and provide this to the applicant. The applicant will add the necessary information to the template and have the sign printed and posted on site prior to staff being able to schedule a PIM. This process will

slightly reduce workload for staff as they will no longer have to create, print, laminate and post the signs on site. It will however increase the cost and process for the applicant.

A minimum signage requirement of 24 in. x 36 in. has been included in the draft Public Participation Program Policy in Attachment A. The signage is to include at a minimum the property address, information about the proposal and contact information for the Municipal Planning and Development Department.

### **Public Information Meetings**

The Committee discussed hosting the PIM in the Community where the subject property is located to increase public participation and moving the PIM to a separate night from the PAC/HAC meeting to reduce meeting length for the Committee members.

#### In the Community

Hosting the PIM in the community where the subject property is located may increase public participation especially from those residents that may be most impacted by an application. It was noted that in the event that the community did not have a community hall, the next closest suitable location should be used.

The Committee discussed the ability for the meeting to be recorded and posted online following the meeting in the community. Staff requested information from the IT Department to determine if this was possible. The IT Department noted that the Municipality does not currently have the mobile technology to be able to record both audio and video, at a quality the that the public have come to expect, from each community meeting and then upload that to the Municipal public social media locations. This type of technology would be very costly and was not budgeted for. If the Committee would like the meeting recorded the best option is to host the meeting in Council Chambers.

For each PIM, a minimum of two staff members would need to attend. Those staff members would get paid for travel to and from the meeting location, as well as kilometers travelled, and a meal allowance. Additional costs would also be incurred to rent the meeting space.

Every month staff typically attend the PAC/HAC and Council meetings. Occasionally staff also have to attend the Committee of the Whole meeting and other evening meetings such as the Tregothic Marshbody meetings and Diversity and Inclusive Communities Committee meetings. In a single month, that could mean each staff member is attending three evening meetings.

With the current influx of applications each month, staff would need to work multiple additional nights per month to be able to keep up the current pace of work if the meetings were to be held in the community where the application is located. The other option would be to delay the PIMs for a few months to ensure a reasonable number of evening meetings per month for each staff member. The more evening meetings staff work, the less time they have

to work on applications, inquiries and Council projects. It is not recommended that staff host meetings in the community where the application is located at this time.

On a Separate night

The current Public Participation Program Policy states that a public meeting shall be held for any application for development agreement, amendments to a development agreement, and adoption of revised documents or amendments to the West Hants, Hantsport and Windsor Planning Documents or Land Use By-laws. This meeting is usually held immediately prior to a PAC/HAC meeting. The Committee requested moving the meeting to a separate night from the PAC/HAC meeting to reduce meeting length for the Committee members.

Staff held PIMs for five (5) applications on a separate night from the PAC/HAC meeting during the months of June and July on a trial basis. This included:

<b>Date</b>	<b>Staff Time</b>	<b>Application</b>	<b>No. of Residents in Attendance</b>
Tuesday, June 6	5:45 – 7:30 p.m.	Hwy 215, Summerville PID 45180635 Proposed paintball facility	25
		Cole Dr., Windsor PID 45056447 Proposed mixed use, multi-unit apartment building	0
Monday, June 19	5:45 – 6:45 p.m.	Nesbit St., Windsor PID 45056447 Proposed mixed use, multi-unit apartment building	8
Wednesday, July 5	5:45 – 6:45 p.m.	Community Way, Windsor PID 45276441 Proposed community centre	2
		8 Water St., Windsor PID 45333291 Proposed mixed use, multi-unit apartment building	0

Hosting the PIMs on separate nights from the June PAC/HAC meant the Committee meeting was reduced to a 2-hour meeting.

If the Committee and Council were to require PIMs to be held on a separate night from the PAC/HAC meeting, staff would allocate one night per month as a “PIM night” and host all PIMs

on that night. That creates consistency for staff, applicants and members of the public, and ensures staff do not get burnt out with an influx of evening meetings.

No changes have been proposed in the draft Public Participation Program Policy in Attachment A in relation to PIM location and date.

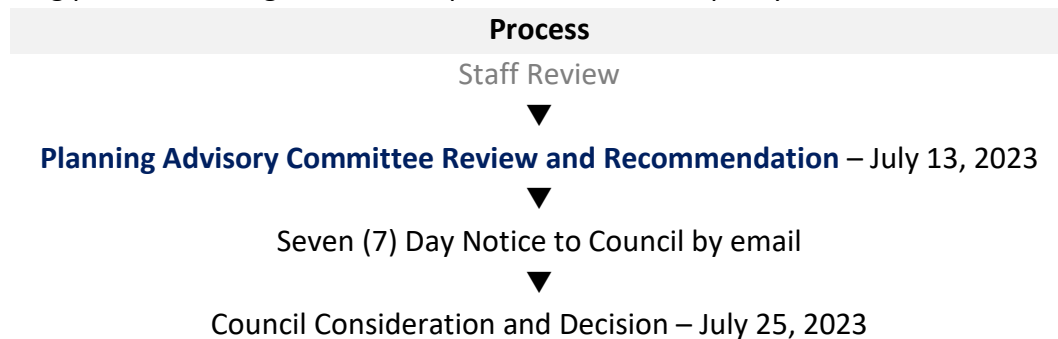
### **Policy Amendments**

The draft Public Participation Program Policy is included in Attachment A. The amendments proposed ensure there is consistency for any application requiring a PIM. The policy has been amended to:

- increase the notification distance of mail letters to 1,000 ft. (300 m.);
- increase the notification time to at least 14 days prior to the meeting; and
- specify signage requirements.

### **NEXT STEPS**

The following process is being used for adoption of the revised policy:



### **FINANCIAL IMPLICATIONS**

The WHRM Public Participation Program Policy states that “Any fees related to any action required by the Public Participation Program Policy will be established by policy of Council.” The WHRM Fees Policy outlines the cost for any Land Use By-law or development agreement application. The fees are currently set at \$1,600 which includes a \$500.00 processing fee and \$1100.00 deposit for direct costs such as notice. Application fees are charged up front with the excess of the deposit for direct costs being refunded following completion of the application process.

The fees cover all advertising in the newspaper for PIMs, Public Hearings and the notice of approval, and any postage to mail meeting notification letters to nearby property owners. If the application is a for a development agreement, the fee also covers the recording fee charged by

the Land Registry Office. Where possible, staff combine newspaper advertisements to reduce fees to applicants.

The requested changes to the Public Participation Program Policy have financial implications to the applicant and to the Municipality. Increasing the distance for notification by mail will increase the fees charged to the applicant and requiring the applicant to print and post the signage on site will be an additional cost. Changing the location of PIMs to the community where the application is located or to a separate night from PAC/HAC would increase the cost to the municipality in relation to staff time for meetings, kilometers travelled, meal allowances and rental costs for the meeting space.

### **ALTERNATIVES**

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

- recommend that Council approve the draft revisions to the Public Participation Program Policy based on the feedback received from the Committee; or
- provide alternative direction such as requesting further information on a specific topic.

### **ATTACHMENTS**

Attachment A	Draft Revised Public Participation Program Policy
Attachment B	2023-05-11 Information Report to PAC/HAC: Public Participation Program Policy; File 23-08

Report Prepared by: \_\_\_\_\_

Sara Poirier, Director of Planning and Development

Report Reviewed by: \_\_\_\_\_

Mark Fredericks, Senior Planner

\_\_\_\_\_

Alex Dunphy, Planner



**Attachment A**  
**DRAFT AMENDMENTS**  
**WEST HANTS REGIONAL MUNICIPALITY**  
**PROPOSED PUBLIC PARTICIPATION PROGRAM POLICY**

**RCOPL-006.00**

**1. PURPOSE**

- 1.1 Section 204 of the *Municipal Government Act* (MGA) requires Council to adopt a public participation program before undertaking the preparation or amendment of development agreements or planning documents.
- 1.2 The *Engagement Programs Content Regulations* made under Section 204A of the MGA require the public participation program to contain specific content.

**2. DEFINITIONS**

- 2.1 The terms used in this Policy have the same meaning as those found in the MGA.

**3. DEVELOPMENT AGREEMENTS and AMENDMENTS to DEVELOPMENT AGREEMENTS; ADOPTION OF REVISED PLANNING DOCUMENTS, AMENDMENTS to PLANNING DOCUMENTS and AMENDMENTS to the LAND-USE BY-LAW**

- 3.1 Council resolves to seek the views of the public and encourage public participation regarding development agreements, amendments to development agreements, and adoption of revised documents or amendments to the West Hants, Hantsport and Windsor Planning Documents or Land Use By-laws by, at a minimum:
  - holding one or more public meetings, usually held prior to a Planning and Heritage Advisory Committee meeting, prior to First Reading of any proposed development agreement or amendment;
  - advertising any public participation or information meeting regarding any proposed development agreement or site-specific amendment by: (1) placing a notice in a newspaper circulating in the local area, (2) notifying by mail the owners of all lots within **1,000 ft. (300 m.)** of the site of both the public information meeting and any public hearing, **and (3) requiring the developer to post signage on site with a minimum size of 24 in. by 36 in. in advance of the first public meeting. The signage shall include at a minimum the property address, information about the proposal and contact information for the Municipal Planning and Development Department. ~~Within a Land Use By-law Council may specify a greater distance for notification.~~**

Notices for public participation or information meetings shall be placed in the paper, sent to abutting property owners **and posted on site** at least **fourteen (14)**

days prior to any public participation or public information meeting. Notices for public hearings shall follow the MGA notification requirements.

3.2 In addition, during any comprehensive review of any planning document, Council resolves to seek the views of the public and encourage public participation by developing and implementing a public engagement plan to inform the public and receive comments from the public. The contents are at the discretion of Council but may involve committees, meetings, open houses, surveys, questionnaires, and publications.

3.3 In accordance with the requirements of the MGA, where:

- (a) a revised Municipal Planning Strategy is considered; or
- (b) where an amendment to the Municipal Planning Strategy affects policy regarding:
  - drinking water;
  - flood risk areas;
  - agricultural land;
  - infrastructure; or
  - housing,

Council shall seek input from all abutting municipalities; and

(c) where an amendment to the Municipal Planning Strategy is specific to land that lies within 2 km of an adjacent municipality, Council shall seek input from the abutting municipality.

In each case, Council shall seek input by:

- notifying abutting municipalities of the proposal. The notice shall include the date by which a response must be received in order to be considered by Council;
- ensuring that there is sufficient opportunity for a response to be received so that it may be considered before First Reading of the proposal by Council.

3.4 In addition, in accordance with MGA 206 (5), when a notice of public hearing is published, the clerk shall send a copy of the notice to the clerk of every municipality that abuts an area affected by the proposal.



**DRAFT AMENDMENTS**  
**WEST HANTS REGIONAL MUNICIPALITY**  
**PROPOSED PUBLIC PARTICIPATION PROGRAM POLICY**

**RCOPL-006.00**

**4. GENERAL**

- 4.1 Councillors shall receive no new information regarding a planning matter once a public hearing is complete.
  
- 4.2 Any fees related to any action required by the Public Participation Program Policy will be established by policy of Council.

**5. REPEAL**

- 5.1 The Public Participation Program Policy COPL-001.00, dated April 28, 2020, of West Hants Regional Municipality is hereby repealed.

**6. RELATED LEGISLATION, POLICIES and PROCEDURES**

- 6.1 Municipal Government Act

I, Deanna Snair, Municipal Clerk of West Hants Regional Municipality, Province of Nova Scotia, do hereby certify that this is a true copy of the policy as adopted by the Council of West Hants Regional Municipality at a meeting duly called and held on the **XX day of MONTH, 2023.**

\_\_\_\_\_  
Deanna Snair  
Municipal Clerk

Adoption	
Notice to Council:	Not Applicable
Approval:	
Description: Initial Approval of the Public Participation Policy RCOPL-006.00	



**DRAFT AMENDMENTS**  
**WEST HANTS REGIONAL MUNICIPALITY**  
**PROPOSED PUBLIC PARTICIPATION PROGRAM POLICY**

**RCOPL-006.00**

---



**Attachment B**

**WEST HANTS REGIONAL MUNICIPALITY REPORT**

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

**Submitted by:** \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

**Date:** 2023-05-11

**Subject:** Public Participation Program Policy; File 23-08

**LEGISLATIVE AUTHORITY**

Municipal Government Act (MGA) s. 204 Public Participation Program and s. 204A Engagement Program

**RECOMMENDATION or DECISION REQUEST**

This report is being provided for information purposes only.

**BACKGROUND**

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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During the PAC/HAC meeting on March 9, 2023 the Committee discussed the current process for notification of Public Information Meetings and ways this could be improved, including larger sized signage on site, notification in local community centres and/or post offices, and hosting the Public Information Meeting in the community where the property is located.

Council approved the following motion on March 28, 2023:

COUNCIL HAVE STAFF EXPLORE AMENDING THE PPPP TO INCLUDE STRENGTHENED PUBLIC NOTICE OF INFORMATION MEETINGS.

## **DISCUSSION**

### ***Municipal Government Act***

The MGA outlines the powers provided to municipalities. Section 204 of the MGA states the following:

- (1) A council shall adopt, by policy, a public participation program concerning the preparation of planning documents.
- (2) A council may adopt different public participation programs for different types of planning documents.
- (3) The content of a public participation program is at the discretion of the council, but it shall identify opportunities and establish ways and means of seeking the opinions of the public concerning the proposed planning documents.

Section 204A states:

- (1) A council shall adopt, by policy, an engagement program for engaging with abutting municipalities when the council is adopting or amending a municipal planning strategy.
- (2) Subject to the regulations, the content of an engagement program is at the discretion of the council.
- (3) The Minister may make regulations respecting the content of an engagement program.
- (4) The exercise by the Minister of the authority contained in subsection (3) is regulations within the meaning of the Regulations Act.

### ***Public Participation Program Policy***

A Public Participation Program Policy for West Hants Regional Municipality was established on April 28, 2020. Revisions to the policy were approved by Council on January 24, 2023 (Attachment A). The policy requires the following as a minimum for any development agreement, amendments to a development agreement, and adoption of revised documents or amendments to the West Hants, Hantsport and Windsor planning documents or Land Use By-laws:

- Holding one or more public meetings, usually held prior to a Planning and Heritage Advisory Committee meeting, prior to First Reading.
- Advertising any Public Information Meeting by placing a notice in a newspaper circulating in the local area and notifying by mail the owners of all lots within 300 ft. of

the site of both the Public Information Meeting and any Public Hearing. Within a Land Use by-law Council may specify a greater distance for notification.

- Notices for Public Information Meetings shall be placed in the newspaper and sent to abutting property owners at least seven (7) days prior to any Public Information Meeting. Notices for Public Hearings shall follow the MGA notification requirements.
- In addition, in accordance with MGA 206 (5), when a notice of Public Hearing is published, the clerk shall send a copy of the notice to the clerk of every municipality that abuts an area affected by the proposal.

The WHRM Public Participation Program Policy currently meets all of the requirements of Section 204 and 204A of the MGA.

In accordance with the Public Participation Program Policy, Planning staff use the following notification process to advertise a Public Information Meeting for any site specific Land Use By-law amendment or development agreement:

- Send letters to property owners within 300 ft. (Windsor and Hantsport) or 500 ft. of the subject lot (West Hants) at least 7 days prior to the meeting;
- Place an advertisement in the local newspaper at least 7 days prior the meeting;
- Post notification on WHRM website and social media accounts;
- Notify Councillors when advertisement appears in the newspaper;
- Post an approximately 22 in. x 17 in. sign on the site at least 7 days prior to the meeting;
- Host the Public Information Meeting in-person with an option to attend via Zoom. The meeting is also live streamed on the Municipal Facebook page.

Following the meeting, the presentation is posted on the Municipal website. The Public Information Meeting comment period remains open for two weeks following the Public Information Meeting to allow residents that may not have been able to attend the meeting to have the opportunity to provide comments to planning staff.

### ***Other Jurisdictions***

Staff investigated the public participation policies from other Municipalities in Nova Scotia. The chart in Attachment B shows a summary of the requirements in the policies which were available on the corresponding municipal websites. The requirements outlined in the chart would be in addition to the Public Hearing requirements outlined in Section 206 of the MGA.

Public participation policies are unique across the Province. Most policies enable one or more public meetings to be held by staff for each application. However, some policies do not require Public Information Meetings as part of an application process. Some municipalities host public meetings immediately before a regularly scheduled planning advisory committee meeting

whereas others host them in the community where the application has been received, at a local community hall or similar venue.

Notification distances for letter mail varies from 100 ft. (30.48 m.) to 1000ft. (304.8 m.), with HRM mailing letters to property owners within 2000 ft. (609.6 m.) in certain circumstances. Similarly, the timeline for notification varies from the notice needing to be sent only 3 days prior to the meeting in some cases and up to 14 days prior to the meeting in other cases. A few policies note that the notice should be placed in the municipal office in addition to the newspaper and website.

A few policies establish time limits for comments from individual members of the public. These time limits range between 5 minutes to 15 minutes per speaker.

Only the Halifax Regional Municipality and East Hants processes mention signage to be posted on site.

The review of the public participation program policies from other jurisdictions shows that it is really at the discretion of each municipality to set a public participation policy that fits their context.

### ***Current Fees***

The WHRM Public Participation Program Policy states that “Any fees related to any action required by the Public Participation Program Policy will be established by policy of Council.” The WHRM Fees Policy outlines the cost for any Land Use By-law or development agreement application. The fees are currently set at \$1,600 per application which includes a \$500.00 processing fee and \$1100.00 deposit for direct costs such as notices and advertisements. Application fees are charged up front with the excess of the deposit for direct costs being refunded following completion of the application process.

The fees cover all advertising in the newspaper for Public Information Meetings, Public Hearings and the notice of approval, and any postage to mail meeting notification letters to nearby property owners. If the application is a for a development agreement, the fee also covers the recording fee charged by the Land Registry Office. Where possible, staff combine newspaper advertisements to reduce fees to applicants.

Any change in notification procedure such as increased signage, a wider notification area or additional newspaper advertisements would impact the cost being charged to applicants.

### ***Considerations for Policy Amendments***

Staff request feedback from the PAC/HAC on potential amendments to the Public Participation Program Policy based on the information provided in this report. Items that staff bring forward for specific consideration are outlined below.

- Increasing notification:
  - What would the Committee consider an appropriate distance for mail notifications?
  - How far in advance should the letters be mailed, newspaper advertisement appear and sign be posted on site?
- Increasing signage size:
  - What types of applications should have increased signage?
  - What size of signage would be appropriate?
- Hosting meetings in communities where the application is received:
  - If there is no community hall/meeting space in the community of the application, where should the meeting be held?
  - If the community hall/meeting space within the community is not accessible, where should the meeting be held?
  - If the community hall/meeting space within the community does not have the technical ability to share the meeting on Facebook live, what remedies should be taken?
- General:
  - What if increasing the signage size requirements and notification distance makes the application process cost prohibitive for applicants?
  - What if increasing the requirements for a Public Information Meeting to be held in the community where the application is received or increasing signage requirements increases the timeline for applications to be considered?
  - Are there certain application types, or map amendments of a certain size that could be processed without a Public Information Meeting?

## **NEXT STEPS**

Based on feedback from the Committee, staff will draft amendments to the Public Participation Program Policy for review and seek recommendation from the Committee to Council.

## **FINANCIAL IMPLICATIONS**

There are no financial implications in association with the filing of this report.

## **ALTERNATIVES**

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

- allow staff to draft the revisions to the Public Participation Program Policy based on the feedback received from the Committee; or
- provide alternative direction such as requesting further information on a specific topic.

**ATTACHMENTS**

Attachment A            Public Participation Program Policy

Attachment B            Examples of Public Participation Policies from Other Municipalities

Report Prepared by: \_\_\_\_\_

Sara Poirier, Director of Planning and Development

Report Reviewed by: \_\_\_\_\_

Mark Fredericks, Senior Planner



## 1. PURPOSE

- 1.1 Section 204 of the *Municipal Government Act* (MGA) requires Council to adopt a public participation program before undertaking the preparation or amendment of development agreements or planning documents.
- 1.2 The *Engagement Programs Content Regulations* made under Section 204A of the MGA require the public participation program to contain specific content.

## 2. DEFINITIONS

- 2.1 The terms used in this Policy have the same meaning as those found in the MGA.

## 3. DEVELOPMENT AGREEMENTS and AMENDMENTS to DEVELOPMENT AGREEMENTS; ADOPTION OF REVISED PLANNING DOCUMENTS, AMENDMENTS to PLANNING DOCUMENTS and AMENDMENTS to the LAND-USE BY-LAW

- 3.1 Council resolves to seek the views of the public and encourage public participation regarding development agreements, amendments to development agreements, and adoption of revised documents or amendments to the West Hants, Hantsport and Windsor Planning Documents or Land Use By-laws by, at a minimum:

- holding one or more public meetings, usually held prior to a Planning and Heritage Advisory Committee meeting, prior to First Reading of any proposed development agreement or amendment;
- advertising any public participation or information meeting regarding any proposed development agreement or site-specific amendment by: (1) placing a notice in a newspaper circulating in the local area and (2) notifying by mail the owners of all lots within 300' of the site of both the public information meeting and any public hearing. Within a Land Use By-law Council may specify a greater distance for notification.

Notices for public participation or information meetings shall be placed in the paper and sent to abutting property owners at least seven (7) days prior to any public participation or public information meeting. Notices for public hearings shall follow the MGA notification requirements.

- 3.2 In addition, during any comprehensive review of any planning document, Council resolves to seek the views of the public and encourage public participation by developing and implementing a public engagement plan to inform the public and

receive comments from the public. The contents are at the discretion of Council but may involve committees, meetings, open houses, surveys, questionnaires, and publications.

- 3.3 In accordance with the requirements of the MGA, where:
- (a) a revised Municipal Planning Strategy is considered; or
  - (b) where an amendment to the Municipal Planning Strategy affects policy regarding:
    - drinking water;
    - flood risk areas;
    - agricultural land;
    - infrastructure; or
    - housing,

Council shall seek input from all abutting municipalities; and

- (c) where an amendment to the Municipal Planning Strategy is specific to land that lies within 2 km of an adjacent municipality, Council shall seek input from the abutting municipality.

In each case, Council shall seek input by:

- notifying abutting municipalities of the proposal. The notice shall include the date by which a response must be received in order to be considered by Council;
- ensuring that there is sufficient opportunity for a response to be received so that it may be considered before First Reading of the proposal by Council.

- 3.4 In addition, in accordance with MGA 206 (5), when a notice of public hearing is published, the clerk shall send a copy of the notice to the clerk of every municipality that abuts an area affected by the proposal.

#### 4. GENERAL

- 4.1 Councillors shall receive no new information regarding a planning matter once a public hearing is complete.
- 4.2 Any fees related to any action required by the Public Participation Program Policy will be established by policy of Council.



**5. REPEAL**

5.1 The Public Participation Program Policy COPL-001.00, dated April 28, 2020, of West Hants Regional Municipality is hereby repealed.

**6. RELATED LEGISLATION, POLICIES and PROCEDURES**

6.1 Municipal Government Act

I, Deanna Snair, Municipal Clerk of West Hants Regional Municipality, Province of Nova Scotia, do hereby certify that this is a true copy of the policy as adopted by the Council of West Hants Regional Municipality at a meeting duly called and held on the 24<sup>th</sup> day of January, 2023.

Deanna Snair  
Municipal Clerk

Adoption	
Notice to Council:	January 13, 2023
Approval:	January 24, 2023
Description: Initial Approval of the Public Participation Policy RCOPL-006.00	

## Appendix B

### Examples of Public Participation Policies from Other Municipalities

Staff investigated the public participation policies from other Municipalities in Nova Scotia. The chart below shows a summary of the requirements in the policies which were available on the corresponding municipal websites. The requirements outlined in this chart would be in addition to the Public Hearing requirements outlined in Section 206 of the Municipal Government Act.

In this chart the following acronyms have the following meanings:

LUB = Land Use By-law

MPS = Municipal Planning Strategy

PAC = Planning Advisory Committee

SUB = Subdivision By-law

<b>Town / Municipality</b>	<b>Policy Name</b>	<b>Requirements</b>
Town of Amherst	Public Participation and Notification Policy	<ul style="list-style-type: none"> <li>• A public participation session prior to making a recommendation to Council</li> <li>• A summary of the session to be provided to all members of the PAC and Council prior to First Reading</li> </ul>
Municipality of the County of Annapolis	Public Participation Policy	<ul style="list-style-type: none"> <li>• Post notice on social media and website</li> <li>• Public participation meeting held at PAC</li> <li>• Newspaper notice for Public Hearings only</li> <li>• Notification to property owners within 30 m. (98 ft.) of subject property and Public Hearing for most applications</li> </ul>
Town of Annapolis Royal	Public Participation Policy	<ul style="list-style-type: none"> <li>• One advertisement in the local newspaper</li> <li>• Notification to landowners within 200 ft. (60.96 m.) of the property by personal service or mail</li> <li>• Public meeting held</li> </ul>
Municipality of the County of Antigonish	Public Participation Policy	<ul style="list-style-type: none"> <li>• No Public Information Meeting or advertising</li> <li>• Only opportunity to speak is at Public Hearing via petition</li> </ul>
Town of Antigonish	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• One or more public participation meetings hosted by the PAC</li> <li>• Notice to be published in a local newspaper at least 6 days prior to the meeting and posted in municipal office</li> </ul>

Municipality of the District of Barrington	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• One or more public participation meetings hosted by the PAC prior to recommendation to Council</li> <li>• Notice to be published in a local newspaper, in municipal office, on the website and social media prior to the meeting</li> </ul>
Town of Bridgewater	Public Participation Meeting Procedures Policy	<ul style="list-style-type: none"> <li>• Outlines standards for public participation meetings when more than six (6) members of the public are in attendance</li> <li>• No member of the public can speak more than twice and no more than five (5) minutes at one time</li> </ul>
Cape Breton Regional Municipality	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• Only applies to MPS or SUB amendments</li> <li>• Format to use any of the following suggestions depending on the specifics of the proposed amendment: <ul style="list-style-type: none"> <li>• Public meeting: notice shall be an ad in the local newspaper, notice mailed to surrounding land owners, or notice on the CBRM website or other social media.</li> <li>• Open house: notice places in local newspaper, mailed to surrounding land owners, or notice on website or other social media.</li> <li>• Notification requesting input: notice mailed to land owners within the vicinity.</li> <li>• Surveys: should be considered when the jurisdiction of the proposed amendment is too large for public notification by mail.</li> </ul> </li> </ul> <p>Note: in each case where letters are mailed to land owners within the vicinity, the area to mail the letters is determined by planning staff based on the geography affected by the proposed planning documents.</p>
Municipality of the County of Colchester	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• A minimum of three public meetings to be held in the affected community for the adoption of any MPS and LUB</li> <li>• The PAC to hold at least one public meeting in the affected community for amendments to the existing MPS with or without LUB amendments</li> <li>• Any public meeting to be advertised at least once in the local newspaper, at least 3 days in advance of the meeting</li> </ul>

Municipality of the County of Cumberland	Public Participation Policy	<ul style="list-style-type: none"> <li>• A minimum of one public meeting advertised in the local newspaper and other media as deemed necessary</li> <li>• Planning staff to determine location, time and date of meeting</li> <li>• The meetings may include a staff presentation, open house or a workshop style gathering</li> <li>• Presentations from the public not to exceed 15 mins</li> </ul>
Town of Digby	Public Participation Program Resolution	<ul style="list-style-type: none"> <li>• The PAC is responsible for identifying the appropriate process for seeking public input. It must include at least one public meeting</li> <li>• Notice of any meeting to be posted in the Town office and published at least once in the local newspaper at least one week before the meeting</li> <li>• When deemed appropriate by the PAC they are to seek input from identifiable community stakeholder groups</li> </ul>
Municipality of the District of East Hants		Staff could not find a formal policy on East Hants website however the website did outline the process chart attached at the end of this document for a development agreement or rezoning application
Municipality of the District of Guysborough	Policy on Public Participation Program	<ul style="list-style-type: none"> <li>• MPS and LUB adoption requires a minimum of one informal meeting and one formal Public Hearing</li> <li>• Amendments to the MPS and LUB requires one or more public meetings</li> <li>• Notice of public participation meetings to be published in local newspaper and notice on municipal building</li> <li>• Notices to be posted a minimum of 14 days prior to the meeting</li> </ul>
Halifax Regional Municipality		<p>HRM is currently in the process to adopt a formal public participation program. A staff report on this topic can be found here <a href="https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/230425rc1513.pdf">https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/230425rc1513.pdf</a></p> <p>Staff contacted an HRM Planner III to receive insights into their current process. The existing public participation process has been determined on</p>

		<p>a case-by-case basis for each application, requiring separate Council policy, but typically includes:</p> <p>For discretionary approvals not requiring a plan amendment (rezoning or DA):</p> <ul style="list-style-type: none"><li>• A public meeting is not held. However, at a planning manager’s discretion where a proposal is expected to be contentious, one meeting can be held.</li><li>• Webpage is created and posted.</li><li>• No newspaper advertisement for any planning notices since the HRM Charter was amended to replace newspaper with websites.</li><li>• Direct mail for landowners and tenants living in vicinity: minimum of 250 ft. (76 m.) for urban areas and 500 ft. (152 m.) for rural areas. This can go up to 2000 ft. (609 m.) depending on the context. Mail outs sent 14 days before a public meeting.</li><li>• If there is no public meeting, 30 days is provided as a public engagement period from the date the application is deemed to be received. Only after the elapse of that period, can staff complete a staff report or a negotiation with an application about a proposed development agreement may begin.</li><li>• Sign is posted and planner is responsible for providing the design.</li><li>• A courtesy email to a local councillor after mails notifications are sent, typically asking them to attend the meeting if they are free.</li></ul> <p>For discretionary approvals requiring a plan amendment (MPS amendment):</p> <ul style="list-style-type: none"><li>• A public meeting is mandatory before first reading, unless a planner thinks it is not necessary due to the amendment being site-specific and minor. If so, a separate Council policy to exempt a public meeting must be passed at the Council initiation stage.</li></ul>
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		<ul style="list-style-type: none"> <li>• A presentation is posted after the meeting and a summary of the public meeting is posted online.</li> <li>• The rest of the process is the same as above (i.e., webpage, no newspaper, direct mails, signage.)</li> </ul> <p>In terms of signage for the subject lot, HRM has signage guidelines. In summary it includes:</p> <ul style="list-style-type: none"> <li>• Large 1930 × 1219mm (76 × 48”) - intended for large urban sites, and for most sites outside urban areas, where the sign should be visible (if not legible) from a distance. The large size sign may include 2 portrait-oriented images, 1 landscape-oriented image, or no images at all.</li> <li>• Medium 1422 × 1219mm (56 × 48”) - intended for smaller sites in suburban or urban areas.</li> <li>• Small 914 × 610mm (24 × 36”) – a small, portrait-oriented sign should be used only in urban areas, where a sidewalk or trail is within a few metres of the sign. It may be applied to hoardings or to the face of an existing building. This sign does not have any options for including images.</li> </ul> <p>The HRM Planner III noted that planners typically require a medium sized sign in rural areas. The cost of the sign is paid by the applicant on top of an application fee and advertising deposit. Planners send the applicant a pdf file, and then the applicant takes that pdf file to a printing company and pays for the full expense. The applicant must submit a few photos once the sign is installed, and only then, a planner may start working on booking a venue for a public meeting.</p>
Town of Kentville	Public Participation Policy (Planning)	<ul style="list-style-type: none"> <li>• Any new MPS and concurrent LUB, SUB or amendments to any of those need one public participation meeting prior to Public Hearing</li> <li>• Advertised in local newspaper once per week for two weeks, with first ad appearing at least 14 days prior and at Town hall</li> </ul>

		<ul style="list-style-type: none"> <li>• Meeting may include staff presentation, open house or workshop style gathering</li> <li>• Presentations from the public limited to 10 minutes</li> </ul>
<p>Municipality of the County of Kings</p>	<p>Public Participation Policy</p>	<p>All amendments to the MPS and New Minas Sector Plan</p> <ul style="list-style-type: none"> <li>• make the proposed amendments and associated staff report available to the public;</li> <li>• require the PAC to hold one or more public participation meetings to explain the proposed amendments and receive comments from the public; and</li> <li>• place a notice of the meeting in a local newspaper at least one week prior to the meeting date.</li> <li>• Following the meeting, the PAC may make changes to the proposed amendments before forwarding the proposed amendments onto Council, provided the purpose of the proposed amendments are not significantly altered. The PAC must repeat the process if major changes are made to the proposed amendments that fundamentally alter the purpose of the proposed amendments reviewed by the public at the public participation meeting. The decision about whether a significant alteration is made to the proposed amendments shall rest with PAC, which shall consider the goal of seeking the opinions of the public prior to forwarding the proposed amendments to Council for consideration.</li> </ul> <p>Comprehensive Review of the MPS or New Minas Sector Plan Council</p> <ul style="list-style-type: none"> <li>• Follow process above;</li> <li>• Develop and implement a public engagement plan to further inform and receive comments from the public. The contents of the public engagement plan are at the discretion of Council and may involve one or more approaches, including but not</li> </ul>

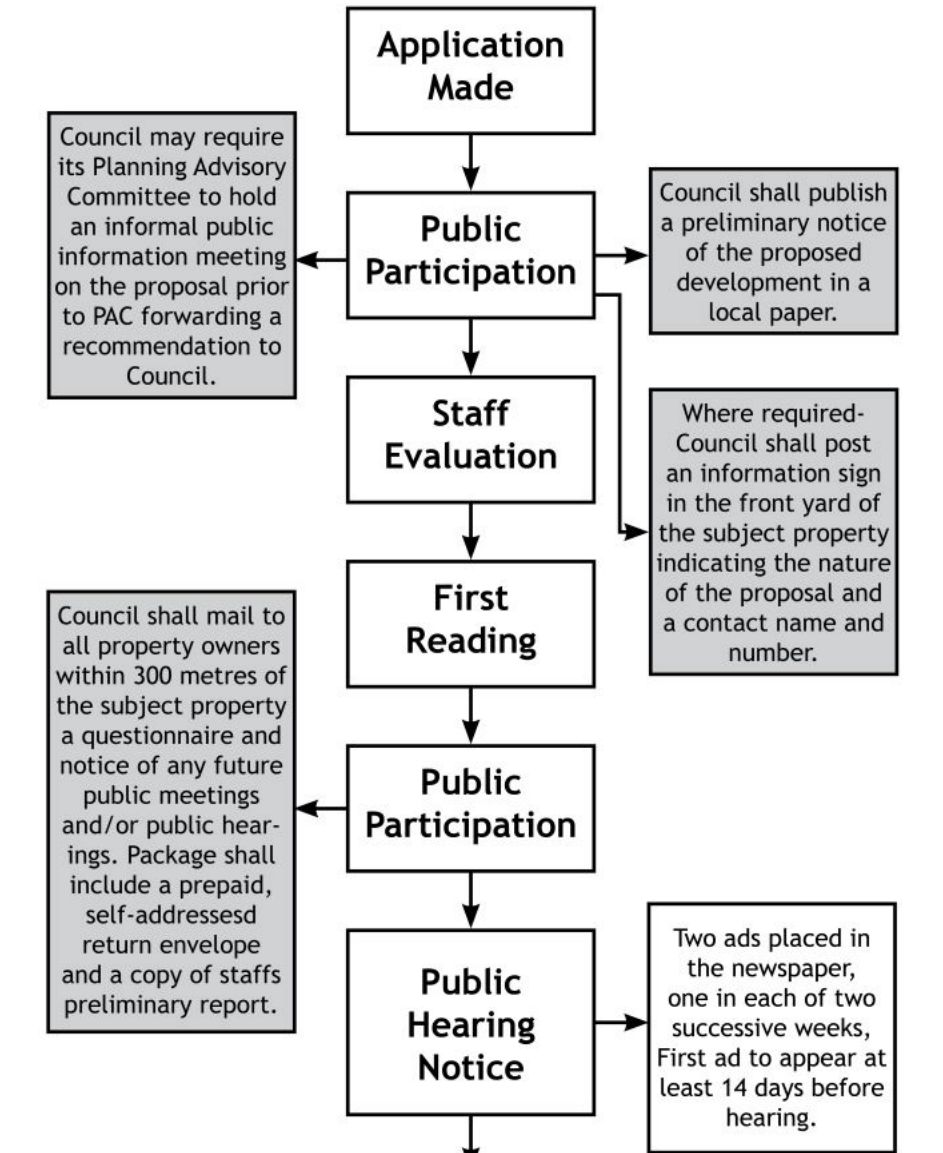
		<p>limited to sub-committees, public meetings, open houses, focus groups, questionnaires, newsletters and interviews.</p> <p>Development Agreements and Amendments to the Kings County or New Minas Land Use Bylaw</p> <ul style="list-style-type: none"> <li>• holding one or more public meetings to inform the public and receive comments from the public about the proposal.</li> </ul> <p>Council has the discretion to choose to follow the processes outlined above for review of a discrete component of the MPS or New Minas Sector Plan.</p>
Municipality of the District of Lunenburg	Public Participation Strategy	<ul style="list-style-type: none"> <li>• Gives the discretion to staff on how they should engage with the public on different subject matter (inform, consult, involve, collaborate, empower)</li> </ul>
Town of Mahone Bay	Public Participation in Planning Policy	<ul style="list-style-type: none"> <li>• Staff notify the public at a Council meeting of the intention to prepare or amend planning documents</li> <li>• Council directs staff to consider the proposed amendment and to schedule a PIM</li> <li>• PIM is advertised in the local newspaper, on the website and social media, and at the Town office at least 5 business days prior to the meeting</li> <li>• Public Hearing process follows MGA requirements</li> </ul>
Town of Middleton	Public Participation Program	<ul style="list-style-type: none"> <li>• For any MPS and LUB amendment a public meeting is schedule; advertised in the local newspaper and notice provided by mail to landowners within 200 ft. (60.96 m.) of the affected area</li> <li>• At the meeting, prior to PAC discussion, the public has the ability to ask questions and make comments</li> <li>• Council may choose to extend the public information process, require more advertisements for matters of major importance, such as significant amendments or revisions to the MPS</li> <li>• In the case of a LUB or development agreement, Council allows the CAO to refer the</li> </ul>

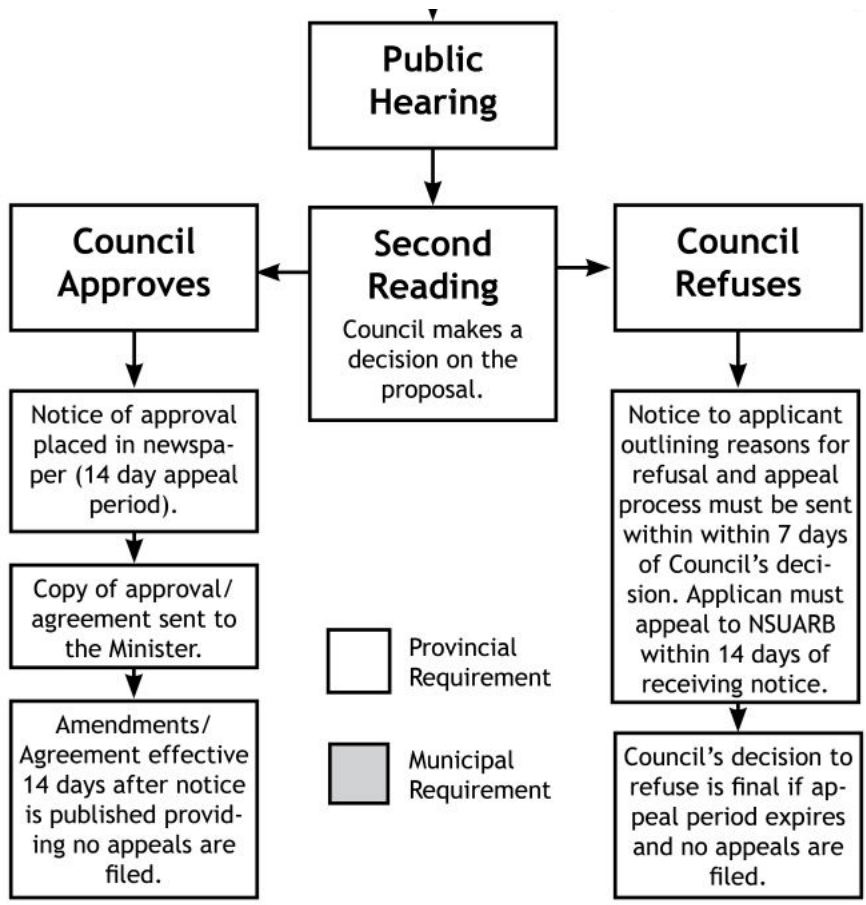
		application to PAC for recommendation and to set and advertise the date for a Public Hearing
Queens Regional Municipality	Public Participation Program	<ul style="list-style-type: none"> <li>• Hold one or more public information meetings prior to Council</li> <li>• Notice published in a local newspaper at 14 days prior, posted in the appropriate district, and posted in the Municipal office</li> </ul>
Municipality of the County of Richmond	Public Participation Program – Engagement with Abutting Municipalities	<ul style="list-style-type: none"> <li>• No public participation program policy found online</li> <li>• Only applies to engagement to abutting municipalities when adopting or replacing an MPS, or amending a MPS when it affects lands that share boundaries</li> </ul>
Municipality of the District of Shelburne	Public Participation Respecting Planning Documents	<ul style="list-style-type: none"> <li>• Hold one or more public meetings</li> <li>• Staff notify the public at a Council meeting of the intention to prepare or amend planning documents, and a public information session shall be held dealing with the proposed amendments</li> <li>• Notice to be published in a local newspaper, on the municipal website and in the municipal courthouse</li> </ul>
Town of Shelburne	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• MPS amendments, including all amendments of LUB and/or SUB where MPS amendment is also required, requires both a public meeting/information session and a Public Hearing</li> <li>• Notice of public meetings/information sessions to be published in local newspaper and on Town’s website</li> </ul>
Municipality of the District of St. Mary’s	Public Participation Program & Engagement Policy	<ul style="list-style-type: none"> <li>• Preparing MPS or LUB requires at least one informal public meeting and one formal Public Hearing</li> <li>• Amendments to MPS or LUB requires one or more public meetings</li> <li>• Notice for any meeting to be published in the local newspaper and municipal social media, appearing a minimum of 14 days prior</li> <li>• Notes engagement with abutting municipalities</li> </ul>
Town of Stewiacke	Public Participation Program	<ul style="list-style-type: none"> <li>• PAC to hold a minimum of one public meeting</li> <li>• Advertised at least once in a local newspaper, Town office and two other locations throughout the Town</li> </ul>

		<ul style="list-style-type: none"> <li>• Notice to be placed a minimum of at least 3 days prior to meeting</li> <li>• Council may direct PAC to determine if additional public participation meetings and additional advertising is required</li> </ul>
Municipality of the County of Victoria	Public Participation Policy	<ul style="list-style-type: none"> <li>• Council to hold one or more public participation meeting</li> <li>• Notice to be published in the local newspaper and on municipal website</li> </ul>
Town of Wolfville	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• Amendments of planning documents or a development agreement: hold one or more public meetings; publish notice in the newspaper and Town website; notices by mail to properties within 328 ft. (100 m.) of the property of both public information meeting and Public Hearing</li> <li>• Site Plan approval: notice on the property and Town website; properties within 98 ft. (30 m.) get notices by mail and notice area may increase to 328 ft. (100 m.) under certain circumstances as determined by the Development Officer</li> <li>• Plan Review: developing and implementing a public engagement plan at the discretion of Council which may involve committees, meetings, open houses, surveys, questionnaires, and publications</li> <li>• Notes engagement with abutting municipalities</li> </ul>
Municipality of the District of Yarmouth	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• Council to hold one or more public participation meetings</li> <li>• Published in the local newspaper and Municipal website and social media at least 5 business days prior to the meeting</li> <li>• The meeting shall be conducted by Municipal staff of the Planning and Development Department, on behalf of PAC</li> </ul>
Town of Yarmouth	Public Participation Program Policy	<ul style="list-style-type: none"> <li>• LUB amendments and development agreements: Property owners within 98 ft. (30 m.) of the subject property to be notified by mail prior to Public Hearing</li> <li>• Plan Review: develop and implement a public engagement plan at the discretion of Council</li> </ul>

		<p>which may involve committees, meetings, open houses, and surveys</p> <ul style="list-style-type: none"> <li>• Site Plan or Variance: The Development Officer to give notice to property owner within 98 ft. (30 m.) of the subject lot at least 7 days prior to the approval</li> <li>• Notes engagement with abutting municipalities</li> </ul>
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**East Hants Process Chart**







## WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Mark Fredericks, Senior Planner

**Date:** July 13, 2023

**Subject:** Short Term Rentals – Information Report

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### LEGISLATIVE AUTHORITY

Municipal Government Act Section 214

Tourist Accommodations Registration Act Section 6

### RECOMMENDATION or DECISION REQUEST

This report is being provided for information purposes only.

### BACKGROUND

On May 9, 2023 the COTW recommended that Council direct staff to prepare a report regarding regulations for short term rentals. On May 23, 2023 the Council passed the following motion:

**Council direct planning staff to prepare a report with recommendations regulations if deemed appropriate for short term rentals within the West Hants Regional Municipality to be provided to the Planning and Heritage Advisory Committee as a starting point.**

In September of 2020, a previous information report was provided to the Planning Advisory and Heritage Advisory Committee discussing short term rentals and the available regulatory approaches at that time. This 2020 report is included as Attachment A. More recently, in April of 2023, the Province of Nova Scotia introduced a registry system for short term rentals, which

supports Municipalities in balancing their communities' need for housing and travel accommodations.

## **DISCUSSION**

Short-term rentals (STRs) facilitated by online platforms like Airbnb, have gained popularity in recent years. This popularity has provided economic benefits to operators and the tourism industry while also raising concerns about the impact on local housing availability and neighborhood character. To address these concerns, some municipalities seeking to balance the demand for tourism with the need for more housing have implemented regulations to manage and control short-term rental activities. Regulating short term rentals can make it easier for residents to find adequate housing by ensuring more of the housing stock is made available for regular and longer-term rental scenarios. However, regulating an ever changing digital and international form of housing can be challenging for smaller municipalities when enforcement falls to limited staff resources.

The Province of Nova Scotia has introduced a Tourist Accommodation Registry which requires all short-term rentals to register with the Province annually. This applies to all short-term rentals including those within people's homes and is defined as a rental arrangement that lasts fewer than 28 days. This registration approach involves providing the Provincial registration number within all rental listings through online booking platforms like Airbnb.

Under this new Provincial registry effort, the owner of any short-term rental must demonstrate their compliance with local bylaws as a condition of obtaining or maintaining an existing registration through the Tourist Accommodations Registry. This process must be done for each individual rental unit. It is through this opportunity that municipalities can choose to regulate STRs. This can be done with a stand-alone bylaw, or included within the existing Municipal Planning Strategy and Land Use Bylaw, by listing STRs as a permitted use in various land use zones and excluding them from others.

The nature of short term rentals can result in many forms of housing being made available for rent. Sometimes the activity of short term rentals can be indistinguishable from an owner-occupied home. However, in some locations, the short duration of stay, and potential for disruption can make them more noticeable. In these areas, a municipality may choose to shape the regulations to apply more flexibly to areas that permit a wider mix and density of commercial/residential uses, and restrict the opportunity in certain low density residential areas. This type of analysis may be better suited to a comprehensive consideration of all permitted land uses during the Plan Review project. Alternatively, if maximum flexibility is desired, the municipality could allow STRs to locate anywhere by recognizing them as residential dwellings and avoiding any additional regulations.

Many cities across Canada have been dealing with this strain on housing for longer than smaller municipalities, and the following list illustrates the range of approaches that have been used in large Canadian cities.

### **How other Municipalities approach regulations**

Many Canadian cities have created some form of regulation to help manage local housing demand with the increasing popularity of short term rentals.

1. City of Toronto, Ontario:

- Introduced a short-term rental bylaw in 2017, requiring hosts to register with the city and obtain a license.
- Implemented a zoning regulation that allows short-term rentals only in a homeowner's primary residence, limiting the rental of secondary suites and investment properties.
- Established a maximum limit of 180 nights per year for short-term rentals.

2. City of Vancouver, British Columbia:

- Implemented regulations in 2018 that require hosts to obtain a business license and display it in their advertisements.
- Introduced zoning restrictions allowing short-term rentals only in a homeowner's principal residence, prohibiting the rental of secondary suites and investment properties.
- Enforced a one-host, one-home policy, limiting hosts to renting out only their primary residence.

3. City of Montreal, Quebec:

- Passed regulations in 2019 requiring hosts to obtain a short-term rental permit and display it in their listings.
- Implemented a 31-day minimum stay requirement for entire homes and apartments in certain zones, limiting the availability of short-term rentals.
- Introduced zoning regulations that restrict short-term rentals in some residential areas and certain commercial zones.

4. City of Calgary, Alberta:

- Implemented regulations in 2020 that require hosts to obtain a short-term rental license and display it in their listings.

- Introduced a cap on the number of bedrooms that can be rented out in a short-term rental property.
- Enforced a maximum number of occupants per short-term rental unit based on the size of the property.

5. City of Ottawa, Ontario:

- Introduced regulations in 2020 that require hosts to obtain a short-term rental permit and display it in their listings.
- Implemented a cap of 180 nights per year for short-term rentals.
- Enforced zoning restrictions that prohibit short-term rentals in certain areas, such as core residential zones.

There appear to be two core approaches to regulating STRs across Canada, including:

- Registration/licensing to track and monitor the number and location of STRs.
- Land use regulations to control location and other site specifics by establishing zoning regulations that define where short-term rentals are permitted.

Within the land use regulations approach, the following types of controls could include:

- Occupancy limits or duration of stays – limiting the number of guests based on the size of the units may reduce potential conflicts with the neighborhood by avoiding overcrowding.
- Parking requirements and building code compliance – may require regular inspections to ensure egress window requirements are met, fire extinguishers are provided etc.
- Special taxes or fees - collected by the municipality from the owners to fund infrastructure projects or enforcement staff positions.
- Complaint systems - where residents can report issues such as noise disturbances, property damage, or violations of regulations. Municipalities would require staffing to provide follow up and enforce penalties for non-compliance, including fines and revocation of licenses, to ensure adherence to the regulations.

Municipalities have responded to the evolution of short-term rentals by applying regulations that aim to balance the economic benefits of this industry with the maintenance of existing

residential neighborhoods. By introducing a registry or zoning regulations, or other code compliance measures, municipalities can manage short-term rentals effectively and reduce the potential for neighborhood conflict. However, this type of regulation could take time to develop and apply to appropriate locations. Depending on the level of control desired, the enforcement aspect of these regulations may require additional staff resources to implement.

### **NEXT STEPS**

Discuss and provide feedback to staff on what direction to follow if regulations are the desired approach.

### **FINANCIAL IMPLICATIONS**

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

### **ALTERNATIVES**

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

- Recommend no action is taken to regulate the location or number of short term rentals;
- Direct staff to prepare text amendments to the planning documents;
- Direct staff to prepare text amendments to be incorporated into the new planning documents through the Plan Review project; or
- Provide alternative direction such as requesting further information on a specific topic.

### **ATTACHMENTS**

Attachment A                      September 10, 2020 Information Report to the Planning Advisory Committee

Report Reviewed by: \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

## Attachment A



## **WEST HANTS REGIONAL MUNICIPALITY**

### **Information Report to the Hantsport and Windsor Area Advisory Committees**

**To:** Members of the Hantsport Area Advisory Committee (HAAC) and Members of the Windsor Area Advisory Committee (WAAC)

**Submitted by:** Sara Poirier, Planner

**Date:** September 1, 2020 (HAAC) and September 3, 2020 (WAAC)

**Subject:** Short Term Rentals

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#### **1.0 LEGISLATIVE AUTHORITY**

Municipal Government Act Section 214.

#### **2.0 BACKGROUND**

A group of Dalhousie University Master of Planning candidates completed a project entitled *“Impact of Short Term Rentals in the Region of Windsor and West Hants Municipality”* in April 2020 which provided the Planning and Development Department insights into short term rentals in the Region.

#### **3.0 DISCUSSION and DOCUMENT REVIEW**

##### **3.1 Short Term Rental Accommodations**

A short term rental is a form of roofed accommodation that is offered to the traveling public for less than 28 consecutive days, usually as a private dwelling or room in a dwelling. In comparison, a long term rental is a form of housing that is rented by a resident for over 28 days.

As an often less expensive alternative to renting a room in a hotel or motel, short term rentals have become popular with tourists over the last decade. Due to that

popularity, communities across North America are finding that there are multiple pros and cons that can be associated with short term rentals (Table 1).

**Table 1: Potential Pros and Cons of Short Term Rentals**

Pros	Cons
Extra income for property owners	May impact availability and / or affordability of long term rentals
Encourages tourism and gives a more authentic experience of a community	Increase in nuisance complaints (i.e. noise, traffic, etc.)
Encourages renovations to older homes	Threatened sense of community identity
	Threatened loss of community services (i.e. libraries, grocery stores)

The Planning and Development Department have not received any specific complaints about short term rentals in the Region to date. However, there have been a few comments received from residents when accommodation type uses were proposed in their neighbourhood. The comments include concerns about:

- safety, associated with the rapid turnover of renters; and
- increased noise, traffic and pollution which could take away from the rural lifestyle.

The current planning documents in the Region do not recognize or regulate short term rentals. The Development Officers would allow a short term rental in any zone that permits a single unit dwelling and they have issued permits in the past for accessory apartments or bed and breakfast establishments. Bed and breakfast establishments are permitted as a home-based business.

Updates to the Provincial tourist accommodations legislation in Nova Scotia includes the adoption of the *Tourist Accommodations Registration Act (2020)* which requires that operators or hosts of short term rentals register their short term rentals if they are not their primary residence. The *Act* defines a short term rental as the “*provision of roofed accommodations to a single party or group, for payment or compensation, for a period of 28 days or less*”. The Provincial website lists the types of tourist accommodations that would need to be registered which includes a: bed and breakfast, cottage or cabin, hostel, hotel, inn, manufactured (mobile) home, motel, resort, vacation home, unusual lodging (i.e. a tiny home, yurt or dome) or a room in a tourist home. It also states that campgrounds only need to register if they offer roofed accommodations similar to cabins, cottages or yurts.

### **3.2 Dalhousie University Short Term Rental Report**

Although the Planning and Development Department has not received any complaints to date specifically regarding short term rentals, a lot of other municipalities in Nova Scotia and North America have been feeling the impact of short term rentals, particularly in residential zones, and are determining how to regulate them. The Planning and Development Department asked Dalhousie University planning students to investigate the impact that short term rentals may have in the Region and whether regulations should be adopted to control these uses before potential issues arise.

The Dalhousie University report (2020) discusses the residential real estate market and tourism in the Region, explores short term rental trends across Canada and Nova Scotia, and provides an impact assessment on housing, traditional lodging and heritage, before summarizing findings and making recommendations for the Region.

There are three types of hosts of short term rentals as specified in the report. These are:

- (1) Principal residents - residents who are renting out a room or live on the same property
- (2) Owner of seasonal dwelling – residents who rent out their home or cottage seasonally when they are not occupying it
- (3) Commercial property owners – property owners who solely use the property as a short term rental

The planning students determined that there are currently 59 short term rentals available in the Region, concentrated in the communities of Vaughan, Windsor Forks, Windsor / Falmouth. These rentals are available for an average of 217 days per year, rent for an average daily rate of \$142, and earn their hosts an average annual revenue of \$14,335.

The report discusses the methods that other municipalities are using to regulate short term rentals. These include:

**Table 2: Methods Used to Regulate Short Term Rentals**

Method	Description
Business licenses	<p>A municipality requires the short term rental to apply for a license to operate. Many municipalities put a limit on how many business licenses are available per year and charge a fee for the license.</p> <p>The business license ensures the municipality is aware of the business to be able to track non-</p>

	<p>compliance. The municipality can also create requirements prior to receiving a license such as requiring a fire inspection.</p>
<p>Platform regulations</p>	<p>A municipality or province can require the platforms that advertise the short term rentals (i.e. Airbnb, HomeAway, etc.) to register, adhere to specific policies (i.e. displaying permit numbers) and pay a fee to provide the service to tourists in the specific area.</p> <p>This method is typically seen in larger cities such as Toronto where there are thousands of short term rentals available.</p>
<p>Land Use By-law regulations</p> <ul style="list-style-type: none"> <li>• principle residence only</li> <li>• separation distance requirements</li> </ul>	<p>Municipalities can regulate short term rentals through their Land Use By-laws by listing short term rentals as a specific use in certain zones, creating restrictions including that the short term rental must only be operated in a principle residence, and requiring a separation distance between short term rentals to ensure they do not dominate the land use in a community.</p> <p>Any regulations that are created in the Land Use By-law would need to be able to be enforced by the Development Officer.</p>

The Dalhousie University report concludes that short term rentals in the Region are currently filling a gap where regular tourist accommodations such as campgrounds or hotels/motels are not available. It also states that as short term rentals are not currently causing problems in the Municipality, specific regulations to deal with short term rentals are not necessary at this time.

The report provides three recommendations for the Region:

- (1) Define short term rentals in the Land Use By-laws;
- (2) Engage the public to gain an understanding of community attitudes towards short term rentals; and
- (3) Monitor the signs that short term rentals are impacting the community including new tourism attractions, decline in rental housing vacancy, increase in rental housing costs, increase in housing costs, construction of purpose

built short term rentals, and increased number of commercial operators of short term rentals.

### 3.3 Regional Planning Documents

The planning documents for the Region are the Hantsport, West Hants and Windsor Municipal Planning Strategies and Land Use By-laws. Staff reviewed these planning documents for policies regarding housing, tourist accommodations and home-based businesses.

The Hantsport Municipal Planning Strategy (HMPS) includes a goal of *“providing housing opportunities to encourage new residents”* to the area. Policy 4.11.1 of the West Hants Municipal Planning Strategy (WHMPS) states that Council shall *“encourage the provision of housing adequate to meet the needs of all citizens of West Hants. Affordable housing, special-needs housing and rental accommodation shall be encouraged to develop in a manner that is sensitive to the needs of the community and those being served.”* The Windsor Municipal Planning Strategy (WMPS) outlines specific principles for development in the community of Windsor including providing more flexibility in allowing the consideration of mixed-use development and encouraging compact residential and commercial growth.

All of the planning documents encourage home-based businesses by permitting these uses in dwellings or buildings accessory to a dwelling, with certain restrictions to minimize impacts on adjacent residential uses. A summary of the regulations on home-based businesses can be found in Table 3.

**Table 3: Regulations on Home-Based Businesses**

	Hantsport LUB	West Hants LUB	Windsor LUB
<b>Total Floor Area of the Dwelling and Accessory Building</b>	Up to 25% or 538.2 ft <sup>2</sup> (50 m <sup>2</sup> ), whichever is less	<u>Growth Centre and Village designation:</u> Up to 25% to a maximum of 500 ft <sup>2</sup> (46.45 m <sup>2</sup> )  <u>Hamlet, Agriculture and Resource designations:</u> Up to 25% to a maximum of 1,000 ft <sup>2</sup> (92.90 m <sup>2</sup> )	Up to 25% to a maximum of 500 ft <sup>2</sup> (46.45 m <sup>2</sup> )
<b>Exterior Appearance</b>	Cannot change the exterior of the building		
<b>Employees</b>	Up to two (2) assistants that are not residents of the property		

<b>Parking</b>	One (1) off street parking space for every 269.1 ft <sup>2</sup> (25 m <sup>2</sup> ) occupied by the business	One (1) off street parking space for every 200 ft <sup>2</sup> (18.58 m <sup>2</sup> ) occupied by the business
<b>Additional</b>		Specifically lists the types of uses that can be considered as a home-based business and lists those uses that cannot

In the West Hants and Windsor planning documents a bed and breakfast establishment can be considered as a home-based business. Bed and breakfast establishments are not subject to the size requirements similar to other home-based businesses and can rent up to four (4) rooms to the traveling public. In Hantsport, bed and breakfast establishments are permitted in the Two Unit Residential (R-2) and Mixed Commercial / Residential (C-2) Zone subject to specific requirements.

An accessory apartment is defined as *“a self-contained dwelling unit within or attached to a main dwelling in such a way as to maintain the appearance of the structure as a single unit dwelling”*. The West Hants and Windsor planning documents permit one (1) accessory apartment in the residential zones (except the Rural Residential (R-4) and Manufactured Home Park (MHP) Zones in the West Hants documents) within or attached to the main dwelling. The West Hants planning documents restrict accessory apartments to 700 ft<sup>2</sup> (65.03 m<sup>2</sup>) of floor area and they are restricted to 25% of the total floor area in Windsor. Accessory apartments are not defined or listed as a permitted use in any zone in Hantsport, however secondary suites are permitted as per the Building Code.

In Hantsport, new residential uses are permitted in the Commercial (C-1) zone provided they do not occupy more than 50% of the gross floor area of the structure and are located above, behind or below a commercial use, office, museum, or medical clinic which has frontage on the street. All types of residential uses are permitted in the Mixed Commercial / Residential (C-2) Zone.

In West Hants, a variety of tourist accommodations are permitted in the commercial zones. Residential uses are permitted in the same building as the commercial use in the commercial zones. Seasonal dwellings on private roads are permitted in the General Resource (GR) zone. Campgrounds and ski lodges are permitted in the Recreational Commercial (RecC) zone.

In Windsor, mixed use commercial / residential development can be considered by Council in the Residential designation by development agreement. There are a variety of commercial designations and zones established in Windsor which permit a range of commercial uses, tourist accommodations and entertainment uses.

Although commercial uses are to be the predominant use in these areas, residential uses are permitted with some restrictions.

### 3.4 Housing in the Region

The 2016 census reported a population of 15,368 in West Hants and a population of 3,648 in Windsor, bringing the Regional population to approximately 19,000 residents. The population density per square kilometer of West Hants in 2016 was 12.4 and for Windsor was 400.6.

Only 13% of the population in West Hants rent whereas 87% own their homes. The majority (89%) of homes in West Hants are single detached dwellings. Comparatively, in Windsor, 55% of the population rent compared to 45% of residents that own their homes. Almost half (48%) of the homes in Windsor are single detached dwellings, 38% are apartments under five (5) stories in height and 13% are semi-detached, row houses, or apartments in a duplex.

Affordable housing is defined as spending 30% or less of your gross income on good quality shelter. Table 4 shows a comparison of the percent of households living in an unaffordable housing situation. In Nova Scotia, 12% of owner households and 43% of tenant households live in an unaffordable housing situation. In West Hants, 14% of owner households and 37% of tenant households spend over 30% of their income on housing. Whereas, in Windsor, 17% of owner households and 52% of tenant households are in an unaffordable housing situation.

**Table 4: Percent of Households Spending 30% or more on Shelter Costs**

2016 Census Data	Nova Scotia	West Hants	Windsor
Percent of owner households spending 30% or more of its income on shelter cost	12%	14%	17%
Percent of tenant households spending 30% or more of its income on shelter cost	43%	37%	52%

### 3.5 Discussion

The intention behind short term rentals was to normalize a type of home share model where someone could rent out an extra room in their house, or their whole house if they were going away on vacation. The problem now is that online platforms are making it easier to advertise these rentals, making it more convenient

for people to become commercial operators by converting their long term rental units into short term rental units or by purchasing or building single unit dwellings to specifically convert them to short term rentals.

Planning and Development Department staff discussed the Dalhousie University report, the planning documents, the current housing situation in the Region, and potential options for consideration.

The Planning and Development Department proposes that the definition of short term rentals for the Region be *“Short Term Rental means a form of accommodation that is offered to the traveling public for less than 28 consecutive days within a private dwelling.”* This definition specifically ties short term rentals to dwellings to ensure short term rentals in residential areas are compatible with surrounding community. As tourist accommodations such as hotels, motels and campgrounds are permitted in a variety of zones across the Region already, this definition will allow Council to explicitly state that short term rentals must be within a dwelling when they are permitted in a zone.

To ensure that the majority of short term rentals that are being developed in residential areas are accessory to residential uses and operated by principle residents, staff believe short term rentals should be permitted as home based businesses in the Regional Municipality. This would allow a resident to earn extra income from renting out a space in their home or on their property for a short term rental but would also ensure that short term rentals have minimal impact on the surrounding neighbourhood. Development permits are required from the Planning and Development Department to operate a home-based business and they would be restricted to certain requirements as described in Table 3.

As approximately half (52%) of the population in Windsor rent and over half (52%) of those residents that rent are already facing an unaffordable situation, staff believe that short term rentals as the main use of the lot should be prohibited in the community of Windsor. Prohibiting stand alone short term rentals in Windsor will ensure that the challenges facing residents that rent in Windsor are not further exacerbated. If short term rentals were permitted as the main use of the lot in Windsor they could increase the cost and decrease the availability of long term rentals in the community.

In West Hants and Hantsport, staff request direction on whether short term rentals should be permitted as the main use of the lot in residential zones. The residential zones are intended to accommodate future residential growth. If stand alone short term rentals are permitted in residential zones it would permit a property owner to rent out their entire property instead of just the portion of the property as permitted by the home-based business regulations. Any purpose-built short term rental in a

residential zone would need to meet the requirements of the underlying zone to ensure compatibility with the surrounding neighbourhood.

In West Hants and Hantsport, short term rentals as the main use of the lot should be permitted in commercial areas where residential uses and other tourist accommodations are permitted. The Resource and Agricultural zones in West Hants were intended to have resource and agricultural uses as the dominant land use. Staff request direction on whether the committees and Council would also like to permit stand alone short term rentals in the Resource and Agriculture zones.

Planning and Development Department staff discussed having further restrictions on short term rentals such as separation distances, time limits (i.e. 150 days per year), lot requirements (i.e. one short term rental per lot), fire inspection or proof of insurance. As there are already specific requirements of home-based businesses, bed and breakfast establishments, and other commercial uses in the commercial zones staff do not believe that stand alone short term rentals should have to meet any further requirements. Staff would require direction if specific restrictions on short term rentals are to be pursued.

Community engagement would be required to gain an understanding of community attitudes towards short term rentals. It would allow staff to determine how different communities feel about short term rentals as home-based businesses and as stand alone operations in residential zones, and if they would like further requirements placed on short term rental hosts prior to being able to operate in the Region.

## **4.0 OPTIONS**

### **4.1 Option 1: Business as Usual**

Continue permitting short term rentals in zones that permit single unit dwellings as a single unit dwelling, accessory apartment or bed and breakfast establishment.

### **4.2 Option 2: Follow Dalhousie University Report Recommendations**

- (i) Define short term rentals in the Land Use By-laws (*Note: if a term is defined in the LUB and then it is not listed as a permitted use in a zone, it is purposely excluded from being permitted in that zone, and this can be extended to all zones*)
- (ii) Engage the public to gain an understanding of community attitudes towards short term rentals
- (iii) Monitor the signs that short term rentals are impacting the community

### **4.3 Option 3: Additional Considerations to the Dalhousie University Report Recommendations - *Recommended***

- (i) Engage the public to determine their opinion on short term rentals and appropriate regulations
- (ii) Define short term rentals in the Land Use By-laws
- (iii) Consider permitting short term rentals as a home-based business in the Regional planning documents which would restrict short term rentals to an accessory use to residential uses
- (iv) Prohibit short term rentals as the main use of the lot in all areas in Windsor
- (v) Determine where short term rentals should be permitted as the main use of the lot in West Hants and Hantsport
- (vi) Determine if specific regulations are required for short term rentals and determine how these will be administered and enforced
- (vii) Monitor the signs that short term rentals are impacting the community

### **5.0 FINANCIAL IMPLICATIONS**

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

### **6.0 CONCLUSION**

This report gives the HAAC and WAAC options to discuss and consider on how to accommodate short term rentals in the Region. Staff requires direction from the Committees on the following items:

- What are the Committees thoughts on:
  - permitting short term rentals as home-based businesses?
  - prohibiting short term rentals as the main use of the lot in Windsor?
  - permitting short term rentals as the main use of the lot in the residential areas elsewhere in the Region?
- What options (if any) staff should move forward with?

Report Reviewed by:

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Madelyn LeMay, Director, Planning and Development



**WEST HANTS REGIONAL MUNICIPALITY REPORT**

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

**Submitted by:** \_\_\_\_\_  
Sara Poirier, Director of Planning and Development

**Date:** 2023-09-14

**Subject:** Agricultural Policies Review; File 23-10

**LEGISLATIVE AUTHORITY**

Municipal Government Act (MGA) s. 213 Purpose of Municipal Planning Strategy and 214 Statements of Policy in Planning Strategy

Statement of Provincial Interest Regarding Agricultural Land

**RECOMMENDATION or DECISION REQUEST**

This report is being provided for information purposes only.

**BACKGROUND**

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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During the PAC/HAC meeting on April 13, 2023 the Committee discussed the current agricultural policies, repurposing of agricultural land, the use of agrologist reports, and the Statement of Provincial Interest regarding agricultural land. The PAC/HAC made the following motion on April 13, 2023:

“...that PAC/HAC recommends that Planning and Development Staff bring information to PAC/HAC to review currently existing agricultural policies within the municipality and provincial statements of agricultural interest.”

## **DISCUSSION**

Staff have reviewed the Municipal Government Act (MGA), Statements of Provincial Interest, and current planning documents for discussion by the PAC/HAC.

### **Municipal Government Act**

The MGA outlines the powers provided to municipalities. Section 212 states that council must adopt one or more municipal planning strategies, and Section 213 and 214 outlines the purpose and requirements of a municipal planning strategy. Section 219 specifies that when a council adopts a municipal planning strategy, council will also adopt a land use by-law to carry out the intent of the municipal planning strategy. Section 220 outlines the requirements of a land use by-law.

Section 198 (1), 212 (1) and 213 (c) states that planning documents must be reasonably consistent with the statements of provincial interest.

All municipal planning strategies, and amendments to municipal planning strategies, are sent to the Provincial Director of Planning with the Department of Municipal Affairs and Housing. Section 208 (3) of the MGA states that the Minister must approve the planning documents when the Director determines the planning documents appear to affect a provincial interest or may not be reasonably consistent with an applicable statement of provincial interest. In accordance with the MGA, all of the West Hants planning documents were reviewed and approved by the Minister when originally adopted and when any amendment has affected a Statement of Provincial Interest.

### **Statements of Provincial Interest**

The Province of Nova Scotia has six (6) Statements of Provincial Interest which are regulations made under the MGA and provide municipalities guidance on certain aspects of development in the Province including: drinking water, flood risk areas, agricultural land, infrastructure, housing, and the development of the Nova Centre.

The goal of the Statement of Provincial Interest regarding agricultural land (Attachment A) is to “protect agricultural land for the development of a viable and sustainable agriculture and food industry”. It is noted that this statement applies to all active agricultural land and land with agricultural potential in the Province. It states that planning documents must identify agricultural lands and address the protection of agricultural land.

The measures noted in the Statement of Provincial Interest regarding agricultural land that should be considered to protect agricultural land include:

- (a) “giving priority to uses such as agricultural, agricultural related and uses which do not eliminate the possibility of using the land for agricultural purposes in the future. Non-agricultural uses should be balanced against the need to preserve agricultural land;

- (b) limiting the number of lots. Too many lots may encourage non-agricultural development. The minimum size of lots and density of development should be balanced against the need to preserve agricultural land;
- (c) setting out separation distances between agricultural and new non-agricultural development to reduce land-use conflicts;
- (d) measures to reduce topsoil removal on lands with the highest agricultural value.”

The Statement also outlines that “Existing land-use patterns, economic conditions and the location and size of agricultural holdings means not all areas can be protected for food production, e.g., when agricultural land is located within an urban area. In these cases, planning documents must address the reasons why agriculture lands cannot be protected for agricultural use.”

## **West Hants Regional Municipality Planning Documents**

### ***Hantsport***

The Hantsport Municipal Planning Strategy (HMPS) and Land Use By-law (HLUB) do not include any agricultural designation or zone. The only policies and regulations noted in the Hantsport planning documents that speak to agricultural type uses are outlined below.

Part 9 of the HMPS states *“Because Hantsport is a town with water and wastewater services, the protection of agricultural land does not carry the same impact as agricultural land in rural municipalities which has little or no likelihood of receiving services. However Council recognized the importance of agricultural uses in its unserved areas and has provided for them in the Land Use By-law.”* The Conservation Open Space (COS) zone in the HLUB permits “agricultural uses that do not involve structures other than open air structures and greenhouses”.

Additionally, Section 4.1 of the HMPS notes “In the past Hantsport has been home to agricultural uses. While no farms are active in the Town today there is an interest in keeping horses, not as a commercial operation but for the use and enjoyment of a resident as a hobby. Council sees no difficulty in allowing horses in the low density residential zones as long as there is sufficient space to keep them.

**RP-4A** It shall be the policy of Council to permit the keeping of horses in the R-1 and R-2 Zone subject to an area requirement for each horse as contained in the Land Use By-law.”

The HLUB permits “the keeping of horses provided they are kept in a fenced area at a minimum of 0.4 hectares (44,560 sq. ft.) for each horse” in the Single Unit Residential (R-1) and Two Unit Residential (R-2) zone.

### ***West Hants***

The West Hants Municipal Planning Strategy (WHMPS) and Land Use By-law (WHLUB) includes an agricultural designation and three agricultural zones. These agricultural zones include the Prime Agriculture (P/Ag), Agricultural Priority Two (AR-2), and Agricultural Priority Three (AR-3) zones.

The primary purpose of the agricultural designation is to preserve active farmland and land with high potential for agriculture in West Hants. The agricultural designation applies to the majority of active farmland and Canada Land Inventory Class 2, 3 and 4 agricultural land in West Hants outside the Growth Centre, Village and Hamlet designations.

The Prime Agriculture (P/Ag) zone applies to improved land with high capability (class 2 and 3) for production of a variety of crops and is reserved for long-term agricultural production. This agricultural zone has the most restrictions on non-agricultural development.

The Agricultural Priority Two (AR-2) zone applies to improved and unimproved land with high capability (Class 2 and 3) for production of a variety of crops. This land is reserved for agricultural production with limited non-agricultural development.

The Agricultural Priority Three (AR-3) zone applies to agricultural land with a lower productive capability (Class 4) and active agricultural land in the Growth Centres, Village and Hamlets. Controlled non-agricultural development is permitted.

Within the agriculture designation no new public streets or private roads are permitted and the removal of topsoil is prohibited, except as necessary to allow for the development of uses permitted in the zone or where the topsoil removal is incidental to an agricultural operation. The Prime Agricultural (P/Ag) zone requires a minimum 25-acre lot size and 200 ft. (60.96 m.) of frontage. The Agricultural Priority Two (AR-2) zone requires a smaller minimum lot size of 3 acres, however the Subdivision By-law restricts subdivision of properties zoned Agricultural Priority Two (AR-2) to a maximum of two (2) lots per area of land during a calendar year.

Table 1 shows the types of development that is permitted as-of-right in the agricultural zones and the types of non-agricultural development that can be considered by Council through a map amendment (rezoning) or development agreement.

**Table 1 Developments Considered in Agricultural Zones**

Zones	As-of-right	Map Amendment (rezoning)	Development Agreement
<b>Prime Agricultural (P/Ag)</b>	<ul style="list-style-type: none"> <li>• Agricultural uses</li> <li>• Existing churches and community halls</li> <li>• Existing dwellings</li> </ul>	<ul style="list-style-type: none"> <li>• Rural Residential (R-4)</li> <li>• Open Space (OS)</li> </ul>	<ul style="list-style-type: none"> <li>• Small-scale commercial uses that provide a service to the local community</li> </ul>

	<ul style="list-style-type: none"> <li>• Forestry and forestry related activities</li> <li>• Indoor storage facilities accessory to an agricultural use subject to Section 5.19</li> <li>• Single unit dwellings accessory to an ongoing agricultural operation</li> </ul>	<ul style="list-style-type: none"> <li>• Light Industrial (LI-1) (general policy 11.2.2)</li> </ul>	<ul style="list-style-type: none"> <li>• New institutional uses (general policy 13.1.2)</li> <li>• New recreation commercial uses (general policy 13.3.2)</li> </ul>
<b><i>Agricultural Priority Two (AR-2)</i></b>	<ul style="list-style-type: none"> <li>• Agricultural support uses</li> <li>• Agricultural uses</li> <li>• Churches, community centres and fire halls</li> <li>• Forestry and forestry related activities</li> <li>• Indoor storage facilities accessory to an agricultural use subject to Section 5.19</li> <li>• Manufactured homes</li> <li>• One and two unit dwellings</li> </ul>	<ul style="list-style-type: none"> <li>• Rural Residential (R-4)</li> <li>• Light Industrial (LI-1) (general policy 11.2.2)</li> </ul>	<ul style="list-style-type: none"> <li>• Rural Commercial (RC) uses</li> <li>• Recreation Commercial (RecC) uses</li> <li>• Resource Industrial (M-1) uses</li> <li>• Open Space (OS) uses</li> <li>• On farm businesses as part of an ongoing farm operation</li> <li>• Off-highway vehicle courses</li> <li>• New institutional uses (general policy 13.1.2)</li> <li>• New recreation commercial uses (general policy 13.3.2)</li> </ul>

<p><b>Agricultural Priority Three (AR-3)</b></p>	<ul style="list-style-type: none"> <li>• Agricultural support uses</li> <li>• Agricultural uses</li> <li>• Churches, community centres and fire halls</li> <li>• Forestry and forestry related activities</li> <li>• Indoor storage facilities accessory to an agricultural use subject to Section 5.19</li> <li>• Manufactured homes</li> <li>• One and two unit dwellings</li> <li>• Existing indoor recreation uses</li> </ul>	<ul style="list-style-type: none"> <li>• Rural Residential (R-4)</li> <li>• Light Industrial (LI-1) (general policy 11.2.2)</li> </ul>	<ul style="list-style-type: none"> <li>• Rural Commercial (RC) uses</li> <li>• Recreation Commercial (RecC) uses</li> <li>• Resource Industrial (M-1) uses</li> <li>• Open Space (OS) uses</li> <li>• On farm businesses as part of an ongoing farm operation</li> <li>• Off-highway vehicle courses</li> <li>• New institutional uses (general policy 13.1.2)</li> <li>• New recreation commercial uses (general policy 13.3.2)</li> </ul>
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For Council to consider the majority of map amendment (rezoning) or development agreement applications on properties zoned Prime Agriculture (P/Ag) or Agricultural Priority Two (AR-2) the criteria require an agrologist report to accompany the application. The agrologist report is to be prepared by a professional agrologist, at the expense of the applicant, and conclude that the proposed development will not adversely affect the viability of surrounding agricultural operations and that either 90 percent or more of the development site has soils defined as Class 4 or lower capability for agriculture, or that 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.

Policy 8.6.1 of the WHMPS specifically outlines the requirements of the report including that it:

- be prepared by a registered full member of the Nova Scotia Institute of Agrologists;

- require a site inspection by the agrologist;
- specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;
- 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;
- include a site plan illustrating the area studied and any relevant site features;
- identify reasons why the use would be compatible with, or not adversely affect, area farms;
- indicate the implications of letting the parcel go out of agricultural production; and
- indicate the implications of fragmenting the land.

### ***Windsor***

The Windsor Municipal Planning Strategy (WMPS) and Land Use By-law (WLUB) include an agricultural designation and zone.

The goal of the agricultural designation is to protect active farmland which applies to active agricultural land, land not currently required for development and dykeland, which is also protected under the environmental constraints overlay and the Nova Scotia Agricultural Marshland Conservation Act.

The primary purpose of the Agriculture (AG) zone is to “protect existing active farms by ensuring that agricultural activity can occur with a minimum of disruption from competing or non-compatible land uses.” This zone permits: agricultural uses, except new intensive livestock operations; compatible uses such as riding stables; accessory agricultural buildings, structures and uses; and single unit dwellings.

The agriculture designation outlines regulations such as:

- the removal of topsoil being prohibited except as necessary to allow for the development of uses permitted in the zone, or where the topsoil removal is incidental to an agricultural operation such as sod farming;
- larger lot sizes required to discourage residential subdivision; and
- separation distances to avoid the land use conflicts that often arise between farm and non-farm uses.

The Agricultural designation states “Council wishes to encourage and facilitate the ongoing operation of the active farms in Windsor as long as the owners wish to continue to farm; however, because of the shortage of developable, serviced land within the Town boundaries, Council will consider rezoning agriculturally zoned land for other uses, provided the proposed development will not have a negative impact on adjacent active farms. No new land will be

zoned for agricultural use and no new intensive livestock operations will be permitted.” The WLUB allows lands zoned Agriculture to be considered for rezoning subject to Policy 16.3.1.

### **NEXT STEPS**

The Committee should discuss and provide feedback to staff on whether amendments to the agricultural policies and regulations in the Municipal Planning Strategy’s and Land Use By-law’s are required.

### **FINANCIAL IMPLICATIONS**

There are no financial implications in association with the filing of this report.

### **ALTERNATIVES**

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

- recommend no action is taken;
- direct staff to draft amendments to the agricultural policies and regulations in the Municipal Planning Strategy’s and Land Use By-laws based on the feedback received from the Committee; or
- provide alternative direction such as requesting further information on a specific topic.

### **ATTACHMENTS**

Attachment A            Statement of Provincial Interest regarding Agricultural Land

Attachment B            Map of Land Zoned Agricultural in WHRM

Report Prepared by: \_\_\_\_\_

Sara Poirier, Director of Planning and Development

Report Reviewed by: \_\_\_\_\_

Mark Fredericks, Senior Planner

## Attachment A

1998, c. 18

municipal government

301

not contribute to upstream or downstream flooding or result in a change to ~~flood~~  
~~water~~ [floodwater] flow patterns.

### STATEMENT OF PROVINCIAL INTEREST REGARDING AGRICULTURAL LAND

#### GOAL

To protect agricultural land for the development of a viable and sustainable agriculture and food industry.

#### BASIS

The preservation of agricultural land is important to the future of Nova Scotians.

Agricultural land is being lost to non-agricultural development.

There are land-use conflicts between agricultural and non-agricultural land uses.

#### APPLICATION

This statement applies to all active agricultural land and land with agricultural potential in the Province.

#### PROVISIONS

1. Planning documents must identify agricultural lands within the planning area.
2. Planning documents must address the protection of agricultural land. Measures that should be considered include:
  - (a) giving priority to uses such as agricultural, agricultural related and uses which do not eliminate the possibility of using the land for agricultural purposes in the future. Non-agricultural uses should be balanced against the need to preserve agricultural land;
  - (b) limiting the number of lots. Too many lots may encourage non-agricultural development. The minimum size of lots and density of development should be balanced against the need to preserve agricultural land;
  - (c) setting out separation distances between agricultural and new non-agricultural development to reduce land-use conflicts;
  - (d) measures to reduce topsoil removal on lands with the highest agricultural value.
3. Existing land-use patterns, economic conditions and the location and size of agricultural holdings means not all areas can be protected for food production, e.g., when agricultural land is located within an urban area. In these cases, planning documents must address the reasons why agriculture lands cannot be protected for agricultural use. Where possible, non-agricultural development should be directed to the lands with the lowest agricultural value.

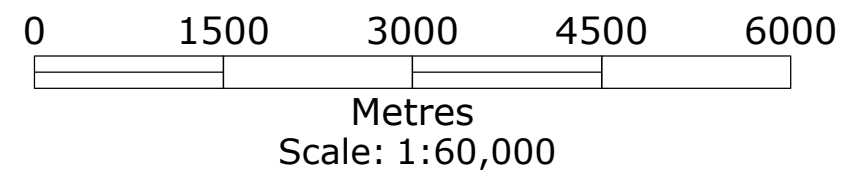
APRIL 12, 2023



# Agricultural Zoning in West Hants Regional Municipality

Prepared by:  
West Hants Planning Department  
August 2023

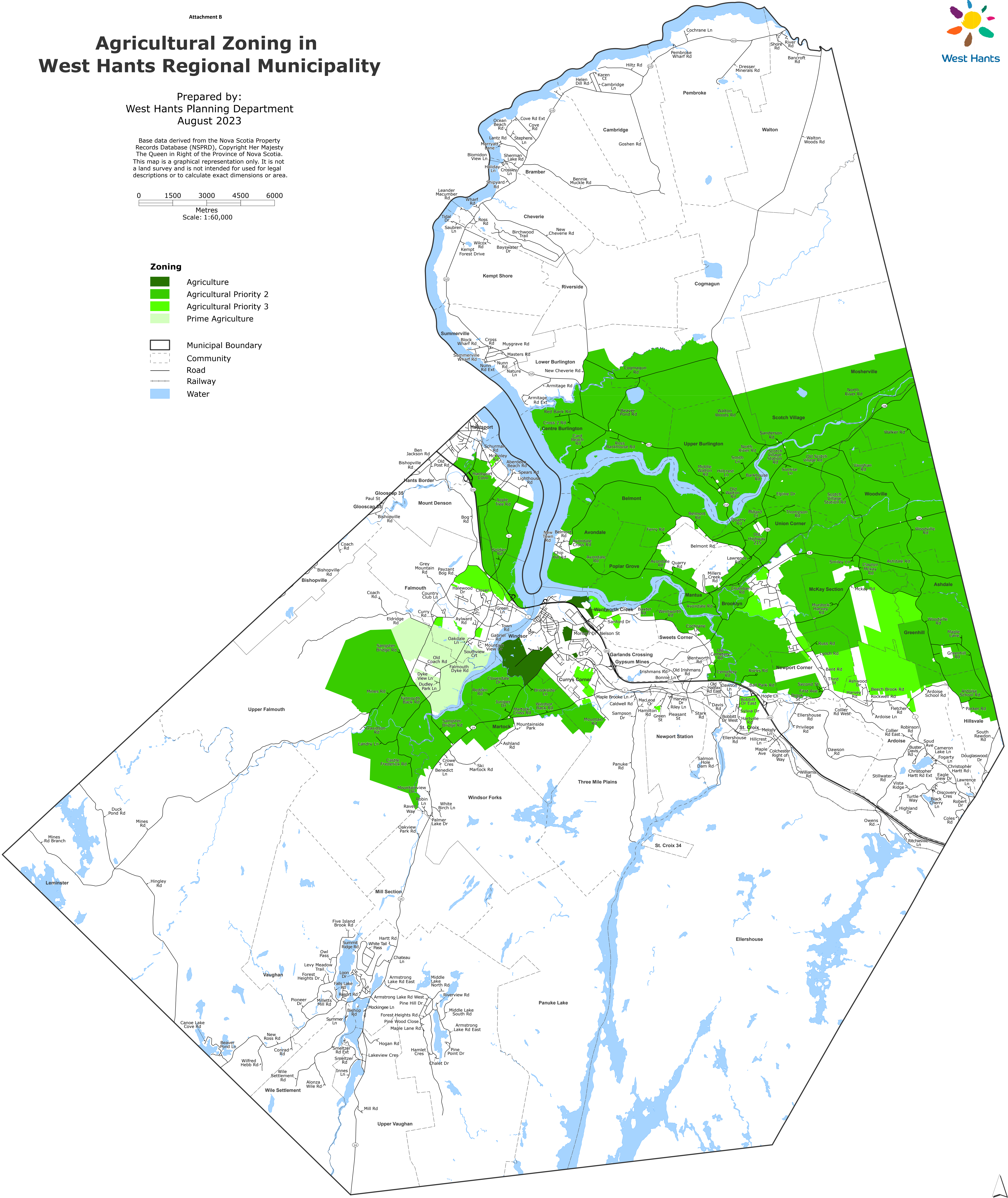
Base data derived from the Nova Scotia Property Records Database (NSPRD), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area.



### Zoning

- Agriculture
- Agricultural Priority 2
- Agricultural Priority 3
- Prime Agriculture

- Municipal Boundary
- Community
- Road
- Railway
- Water





June 5, 2023

Deanna Snair  
Municipal Clerk  
West Hants Regional Municipality  
76 Morison Dr.,  
P.O. Box 3000  
Windsor, NS B0N 2T0

Dear Ms. Snair:

Please be advised the Municipality of East Hants will be considering second reading and approval of the draft East Hants Official Community Plan. The Plan Update will bring comprehensive land use planning to the entire Municipality and will update land use policies and regulations in the comprehensive portion of East Hants.

To view the draft Planning documents and review proposed zoning, please visit [easthants.ca/community-plan-update](http://easthants.ca/community-plan-update). Topics in the East Hants Community Plan Update include:

- **Zoning:** New land use zoning is being proposed in parts of East Hants that previously had no comprehensive land use planning.
- **Shoreline Erosion & Flooding:** A coastal erosion and shoreline flooding study has been completed for the East Hants Bay of Fundy shoreline. As a result of the study, new zones are being created to help protect landowners along the Bay of Fundy and the mouth of the Shubenacadie River shoreline.
- **Milford Groundwater Regulations:** A new land use designation and zone has been created for Milford to protect existing drinking water supplies from well interference.
- **Campgrounds:** New land use regulations are proposed for those property owners wishing to develop or expand campgrounds.
- **Amenity Space Improvements:** In order to improve access to outdoor space for residents living in multiple unit buildings, changes are proposed to the amenity space requirements to improve the built environment.

The public hearing for the Community Plan Update will take place on Thursday, July 27, 2023, starting at 7 p.m. in Council Chambers at the Lloyd E. Matheson Centre, 15 Commerce Court, Elmsdale. If you would like to meet to discuss the proposed Plan Update prior to the public hearing, please contact me at 902-883-6120 or [jwoodford@easthants.ca](mailto:jwoodford@easthants.ca).

Sincerely,



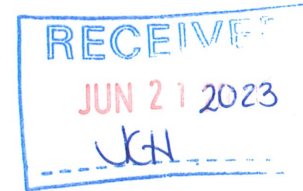
John Woodford,  
Director of Planning and Development

CC: Sara Poirier, Director of Planning & Development



June 20, 2023

West Hants Regional Municipality  
Po Box 3000  
Windsor, NS  
CA B0N2T0



Dear Property Owner:

The Municipality of East Hants is in the process of updating land use planning documents, referred to as the East Hants Official Community Plan. Updates are in response to the Government of Nova Scotia's requirement for all Nova Scotia municipalities to have comprehensive land use planning by 2024.

As part of the process, a public hearing is required and letters are being mailed to all property owners with a proposed zoning change to their lands. If you are receiving this letter, there is a proposed zoning change to your lands.

As part of the Plan Update, your property identified as PID 45225174 is proposed to be zoned to the following:

***Rural Use North (RU-2) Zone***

*The Rural Use North (RU-2) Zone allows for a wide variety of residential, resource, and commercial uses, consistent with a rural area. Land use policies and regulations in the RU-2 Zone are very similar to the policies and regulations in the Rural Use (RU) Zone that is in place in the comprehensively planned portion of East Hants, with a few major differences. The first major difference is that the RU-2 Zone allows for up to 12 dwelling units (apartment buildings or cluster townhouses) per property as-of-right, without a requirement to consult with the neighbouring landowners or the public. Up to 24 dwelling units can be considered by development agreement, which is a public process and requires Council's approval. Another difference is that the RU-2 Zone allows for the use of RVs. A maximum of one recreational vehicle shall be permitted on a lot with an area of 6,070 m<sup>2</sup> or less. A maximum of three recreational vehicles shall be permitted on a lot with an area greater than 6,070 m<sup>2</sup>. Property owners wishing to locate more than three recreational vehicles on their property may apply for a permit for a campground. Intensive commercial land uses and obnoxious land uses are not permitted as-of-right in the RU-2 Zone and*

*may only be considered by development agreement, which involves a public process, and the decision to allow a land use activity is decided by Council.*

Additional information, including detailed policies, regulations, and maps, can be found at: [easthants.ca/community-plan-update](http://easthants.ca/community-plan-update). If you would like to discuss the proposed zone identified for your property or see a detailed map, you may email us at [planning@easthants.ca](mailto:planning@easthants.ca), or call 902-883-3387, or mail a letter to the Planning and Development Department at the address identified on the first page.

Also, feel free to contact us if there is more than one zone proposed for your property and you would like to know the acreage for each zone.

The public hearing for the Plan Update will take place in Council Chambers at the **Lloyd E. Matheson Centre, 15 Commerce Court, Elmsdale, on Thursday, July 27, 2023, beginning at 7:00 p.m.** Following the hearing, Council is expected to vote to approve or reject the amended East Hants Official Community Plan. There will be an opportunity for members of the public to comment on the Plan at the public hearing. To view the final draft of the East Hants Official Community Plan visit [easthants.ca/community-plan-update](http://easthants.ca/community-plan-update).

If you wish to make a formal presentation at the hearing, please submit a written request to this office. Should you need further information on the Plan Update, please feel free to contact the Planning and Development Department at 902-883-3387 or [planning@easthants.ca](mailto:planning@easthants.ca).

Sincerely,



John Woodford, LPP, MCIP  
Director of Planning and Development