



**West Hants**  
something inspiring awaits

**WEST HANTS REGIONAL MUNICIPALITY  
Planning and Heritage Advisory Committee (PAC/HAC) Agenda  
October 12, 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 (September 14, 2023)**
- 6.0 Business Arising from the Public Information Meetings**
- 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 #23-09 PID 45366432 Cole Drive, Windsor (Alex Dunphy)
  - 7.4 Update: File #23-14 8 Upper Water Street, Windsor (Alex Dunphy)
  - 7.5 Update: File #23-03 Pemberton Ave, Garlands Crossing PID 45003563 (Alex Dunphy)
  - 7.6 Update: File #23-06 35 William St, Hantsport PID 45044419 (Alex Dunphy)
  - 7.7 Update: File #23-08 Public Participation Program Policy Amendments (Sara Poirier)
  - 7.8 Update: Plan Review Consultant (Sara Poirier)
  - 7.9 Update: Heritage Plaques (Sara Poirier)
  - 7.10 Update: File #23-11 Short Term Rentals (Mark Fredericks)
  - 7.11 Update: File #23-13 187 Payzant Drive, Windsor (Mark Fredericks)
- 8.0 Building and Development Activity Reports (September 2023) - Pg. 3**

**9.0 New Business**

9.1 Presentation from Public Works

9.2 File #22-23 PID 45006947 and 45415668, MacLeod Court, Three Mile Plains  
(Mark Fredericks) - Pg. 4

9.3 File #23-07 PID 45180635 Hwy 215, Summerville (Mark Fredericks) - Pg. 48

9.4 File #23-19 411 King Street, Windsor (Alex Dunphy) - Pg. 114

9.5 File #23-16 Affordable Housing Policies (Sara Poirier) - Pg. 147

**10.0 Notices from Adjacent Municipal Units**

10.1 Notice from Kings County - Pg. 159

**11.0 Questions and Comments from the Public**

**12.0 Next Meeting Date (November 9, 2023) / Adjournment**

# ACTIVITY REPORT

For Month of September 9/30/2023

Type	Sep 2022			Sep 2023		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	25	14	5,091,182	13	11	3,681,750
Duplex/Semi	1	2	400,000	2	4	659,437
Apartments	0	0	0	0	0	0
Other Residential	18	0	291,500	15	0	482,000
Commercial	1	0	60,000	1	0	250,000
Industrial	0	0	0	2	0	1,285,000
Inst & Gov	0	0	0	0	0	0
Agriculture	1	0	300,000	0	0	0
Other	0	0	0	0	0	0
<b>Total</b>	<b>46</b>	<b>16</b>	<b>6,142,682</b>	<b>33</b>	<b>15</b>	<b>6,358,187</b>
<b>Year To Date</b>	<b>302</b>	<b>136</b>	<b>42,222,823</b>	<b>258</b>	<b>123</b>	<b>40,437,946</b>
Demolition	2	0		2	0	
Sign Permits	0			0		
Sub Applications	6	7 (Lots Requested)		7	19 (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:** October 12, 2023

**Subject:** Development Agreement: MacLeod Court, Three Mile Plains PID 45006947 and 45415668; File #22-23

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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 allow 27 townhouse units grouped on PID 45006947 and 45415668 in Three Mile Plains which is substantively the same as the draft set out in Attachment C of the report File #22-23 to the Planning and Heritage Advisory Committee dated October 12, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Faisal Al-Hammadi of FH Development Group Inc. for PID 45006947 and 45415668 in Three Mile Plains be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A complete application was received on February 7, 2023, from Darren Shupe of Brighter Community Planning & Consulting on behalf of the property owner Faisal Al-Hammadi of FH Development Group Inc. The application was initially requesting two multi-unit residential buildings on PID 45006947 and 45415668 in Three Mile Plains. A Public Information Meeting was held on March 9, 2023. Following feedback from the community, a revised application was submitted by Darren Shupe on June 19, 2023 which changed the format of the proposal from two multi-unit residential buildings, to 27 townhouse units grouped on the same lot.

The lots are currently vacant and are owned by FH Development Group Inc.; Mr. Al-Hammadi is the President of that company.

## DISCUSSION

The application is proposed over two currently separate lots (portion of PID 45006947 and 45415668). The applicant proposes to go through the subdivision process to subdivide/consolidate the lots as shown on the site plan attached to the draft development agreement. This process would create one 6.54-acre (26,470 sq. m.) lot to accommodate the 27 townhouse units. These townhouse units would be accessed from a new public street, Redfox Court, that would connect through a public road reserve on MacLeod Court. MacLeod Court is currently a gravel cul-de-sac accessed from Panuke Road, with approximately 17 existing homes.

Currently (prior to the proposed consolidation) PID 45006947 is approximately 3.26 acres (13,193 sq. m.) in size and PID 45415668 is approximately 12.68 acres (51,314 sq. m.) in size. After subdivision/consolidation, the remainder of these properties are intended to be developed as-of-right under the existing Two-Unit Residential (R-2) zoning. The configuration of proposed property boundaries are shown on the site plan attached to the draft development agreement.

PID 45006947 and 45415668 are designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1) and are within the Three Mile Plains Growth Centre. Part 5.3 of the WHMPS contains the overall intention for properties designated Residential in the Three Mile Plains Growth Centre.

The lots are zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). Groups of townhouse units are not permitted as-of-right in the Two-Unit Residential (R-2) zone but grouped dwellings in a townhouse configuration can be considered through a development agreement.

The subject lots directly abut other properties zoned Two Unit Residential (R-2) and designated Residential. These properties are all within the Three Mile Plains Growth Centre and include existing residential uses, forested land, and some agricultural uses.

### **Development Agreement**

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

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

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

- (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
- (b) subject to Section 2.13, the minimum side yard requirements and maximum building height as listed in Section 2.3 (a);
- (c) the fire safety requirements as listed in Section 2.6, *Fire Safety*; and
- (d) the stormwater management plan requirements as listed in Section 2.8, *Site Drainage*.

### **West Hants Land Use By-law**

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

- (c) *grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre in accordance with Policy 5.3.10 of the Municipal Planning Strategy;*

## **West Hants Municipal Planning Strategy**

Part 5.0 of the WHMPS contains the overall intention for Growth Centres in West Hants; Section 5.3 outlines the residential policies for the Three Mile Plains Growth Centre. Policy 5.3.10 establishes Council's intention to consider "*development of grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre by development agreement*".

### ***WHMPS Specific Criteria***

Policy 5.3.10 outlines the specific criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- road frontage on a public street is required in the development agreement;
- buildings are grouped and located to conserve existing natural features of the site;
- the lot is capable of being serviced by municipal water and sewer;
- the development is reasonably compatible with the character of the area with respect to building scale and traffic generation;
- adequate open space is provided and back yard spaces for each townhouse unit are required; and
- adequate on-site parking is provided.

### ***WHMPS General Criteria***

The proposed development meets the general criteria for development agreements set out in the WHMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area, provided the new public street is built to municipal specifications, which is a requirement of the development agreement;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Provincial Department of Public Works have no concerns which have not been addressed in the development agreement. The Provincial Department of Public Works has indicated that upgrades including paving of MacLeod Court will be required as part of the developer's new road construction.

## **MCCAP**

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the subject properties. The Three Mile Plains Flood Risk Assessment Study shows that there may be flooding expected at the Lebreau Creek Brook road crossing at Panuke Road in the future. This one access point could

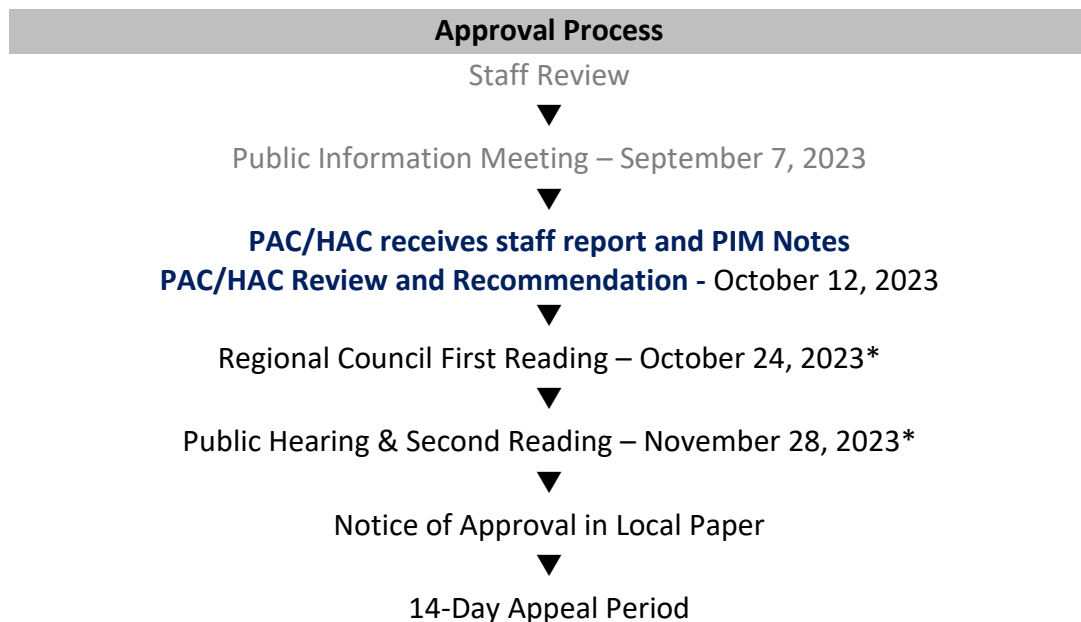
interrupt access to the subject properties during extreme weather events due to the reliance of the intersection of Panuke Road and Highway 1 to serve the proposed development.

Residents of the area experienced significant flooding of the Lebreau Creek during the flash flooding event in July 2023 and shared photos with staff of the intersection of Panuke Road and Highway 1, which was impassable at the peak of this extreme weather event. This poses a significant risk during future storms, though does not appear to impact the location of the proposed townhouse units, and a significant setback from the watercourse helps to reduce potential impacts to the built environment during future storms.

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 are consistent with the intent, objectives and policies of the WHMPS. As a result, it is reasonable to consider permitting 27 townhouse units on portions of the subject properties following construction of the proposed public road, Redfox Court.



### **FINANCIAL IMPLICATIONS**

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

## **ALTERNATIVES**

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

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

## **ATTACHMENTS**

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

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

Figure 1  
GFLUM Extract

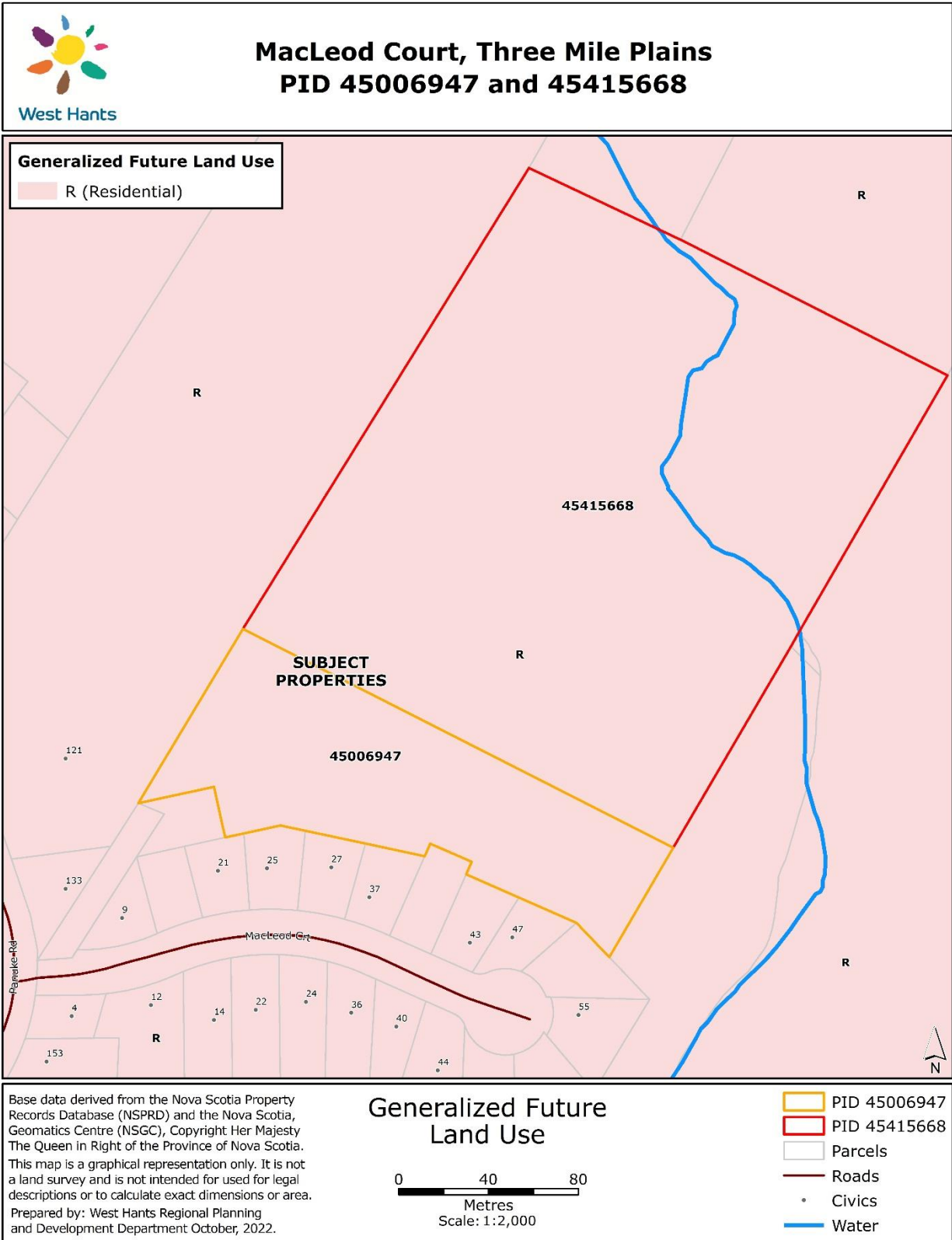
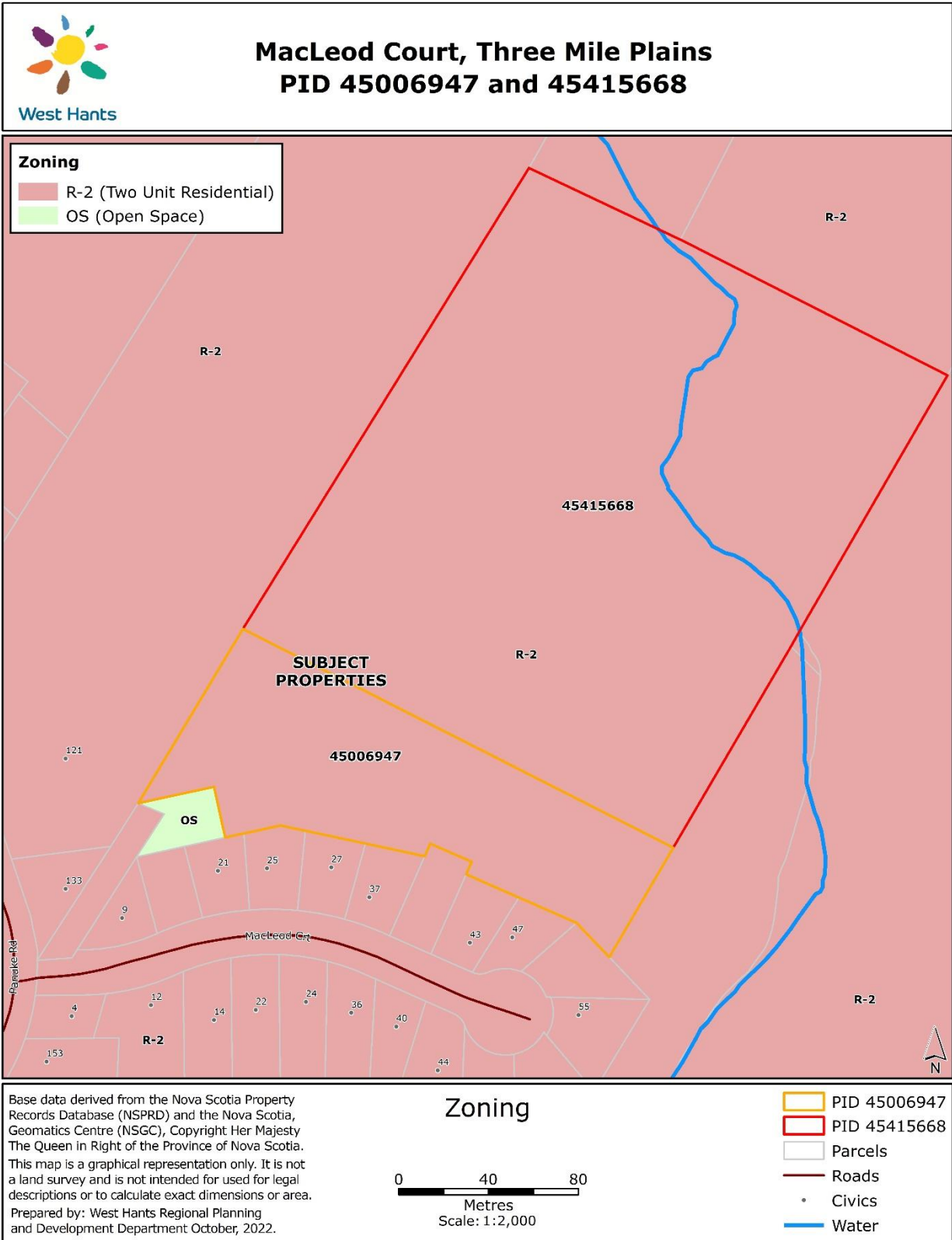


Figure 2  
Zoning Map Extract



**Attachment A**  
**Specific Criteria for Development Agreement**

**West Hants Municipal Planning Strategy**

**Policy 5.3.10** It shall be the policy of Council to consider development of grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre by development agreement subject to the following:

CRITERIA	COMMENT
(a) the development has frontage on:	
(i) a public street; or	The proposed development will have public street frontage on Redfox Court, and this aspect is a requirement of the draft development agreement.
(ii) a right-of-way clearly granted by deed or easement, unrestricted	N/A
(b) where access to the development is by a right-of-way as specified in clause (a)(ii), the street along such right-of-way shall be designed by a professional engineer, who is a member in good standing of the Association of Professional Engineers of Nova Scotia and who carries appropriate professional liability insurance, who will certify that the design and construction of the street are adequate to accommodate the traffic generated by the development and access by emergency protection vehicles. Street design and construction plans shall be subject to review by the Municipal Engineer;	Not applicable as the development will have frontage on a public street, not a right-of-way.
(c) building clusters are located so as to conserve existing natural features of the site;	The buildings are located upland from the creek, which allows most of the lower land to remain undeveloped and available to continue to provide floodplain and ecosystem functions. Approximately 75% of the future lot boundary would remain undeveloped.

(d) the specific requirements for multiple unit development set out in clauses (b) to (h) of Policy 5.3.7;	See below for review of criteria (b) to (h) of policy 5.3.7.
(e) the application is accompanied by:	
(i) a site plan drawn to scale showing the proposed number, location and type of buildings, lot coverage, parking areas, vehicular and pedestrian circulation systems within the development, access to the site and open space and recreational areas;	Submitted
(ii) other supporting maps showing the topography of the lot including contours at five meter intervals, and significant natural features such as watercourses, wetlands and unique habitat or vegetation; and	Submitted
(iii) photo examples, plans or drawings showing the exterior design of the proposed buildings;	Submitted
(f) any other matter which may be addressed in a development agreement; and	All other relevant matters are addressed elsewhere in this report.
(g) Policy 16.3.1.	Please see Attachment B for further details

**Policy 5.3.7** It shall be the policy of Council to consider rezoning land within the Three Mile Plains Growth Centre to R-3 subject to the following:

CRITERIA	COMMENT
(b) the lot is serviced, or is capable of being serviced, with municipal water and sewer; (Amendment WHMPS 14-01 Effective January 22, 2015)	The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.

<p>(c) the development is compatible with the character of the area with respect to building scale and design, traffic generation, population density and similar matters;</p>	<p>The proposed development of townhouses is compatible with the development pattern surrounding the subject site. However, the density and format of housing are different from the existing single- and two-unit dwellings in the area. The proposed townhouse units will be buffered by a change in elevation and retention of vegetation to help provide a screen between the new development and existing development.</p>
<p>(d) existing and proposed streets are adequate to support the development and existing streets will not require major infrastructure improvements as a result of the development; a traffic impact study may be required in accordance with Section 14.6 of this Strategy;</p>	<p>The Provincial Public Works Department indicated the road network will require upgrades including the paving of MacLeod Court to support the increased traffic from the development. This aspect will be addressed during the road construction phase, which is a requirement of the draft development agreement. The road connection will need to be designed and approved by the provincial road authority before the townhouse units can be built. The developer provided a Traffic Impact Study to the Provincial Public Works Department. The Provincial Department indicated the potential traffic impact resulting from the development proposal is considered appropriate for the area.</p>
<p>(e) adequate open space or recreational space is provided;</p>	<p>Adequate open space is being provided and individual back yard recreational space for each townhouse unit is a requirement in the draft development agreement.</p>
<p>(f) adequate on-site parking is provided;</p>	<p>The proposed parking is adequate at 1 garage space, plus 1 driveway parking space.</p>
<p>(g) any other matter which may be addressed in a Land Use By-law; and</p>	<p>All other matters are addressed elsewhere in this report.</p>
<p>(h) Policy 16.3.1.</p>	<p>Please see Attachment B for further details</p>

**Attachment B**  
**General Criteria for Development Agreement**

**Policy 16.3.1**

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

CRITERIA	COMMENT
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.
(ii) the adequacy of school facilities;	Staff requested comments on the potential impact of the proposed development on the public school system but did not receive a response from the Annapolis Valley Regional Centre of Education. It is expected that the schools would accommodate any increase in enrollment.
(iii) the adequacy of fire protection and other emergency services;	The Manager of Building and Fire Inspection Services had no concerns with the proposed townhouse buildings and the local Fire Chief indicated no concerns and confirmed that the Three Mile Plains Fire Department can provide adequate fire service to the site and the proposed buildings.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Nova Scotia Department of Public Works has stated the surrounding roads will require upgrades including the paving of MacLeod Court. This aspect is a requirement of the draft development agreement. The road connection will need to be designed and

	<p>approved by the provincial road authority before the townhouse units can be built.</p>
<p>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</p>	<p>The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.</p>
<p>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</p>	<p>The Nova Scotia Department of Public Works has stated the potential traffic impact was appropriate for the area, following their review of the submitted Traffic Impact Study. They stated the surrounding roads will require upgrades including the paving of MacLeod Court. This aspect is a requirement of the draft development agreement. The road connection will need to be designed and approved by the provincial road authority before the townhouse units can be built.</p> <p>There are no active rail lines in the area. The former rail line represents an opportunity for future active transportation connections to better serve the community of Three Mile Plains with surrounding communities.</p> <p>Highway 1, Panuke Road and MacLeod Court do not have sidewalks, and pedestrian traffic was a concern raised by many of the existing residents.</p>

<p>(d) the adequacy of the dimensions and shape of the lot for the intended use;</p>	<p>The proposed property boundary is approximately 6.5 acres and the shape of the lot determined the proposed layout of townhouse units.</p> <p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.</p>
<p>(e) the pattern of development which the proposal might create;</p>	<p>The proposal is compatible with the pattern of development surrounding the area. The Development Officer has no concerns regarding the pattern of development.</p>
<p>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</p>	<p>The portion of the properties where the buildings are proposed appears suitable and located above the watercourse on the property.</p> <p>The MCCAP Inland Flooding and Coastal Flooding maps do not consider the subject properties to be at significant risk. The only road access to Highway 1, via Panuke Road has flooded in the past, where it crosses Lebreau Creek Brook. The MCCAP recognizes that the Lebreau Creek Brook frequently overtops its banks and has caused flooding of homes adjacent to the brook along Highway 1. This flood risk is not within the area of development but does represent an existing potential access issue during extreme weather events, with the only way in and out of the proposed development and the existing development on Panuke Road and MacLeod Court.</p> <p>The property owner is responsible for ensuring that the lot is suitable for the proposed uses.</p>
<p>(g) whether the proposal meets the requirements of the appropriate</p>	<p>All Municipal, Provincial and Federal regulations will have to be met.</p>

provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and	
(h) any other matter required by relevant policies of this Strategy.	There are no other relevant policies of this Strategy.

**Attachment C**  
**Draft Development Agreement**



## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made this                    day of                    , 2023.

### **BETWEEN:**

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

**FH DEVELOPMENT GROUP INC.** a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of a parcels of land located in Three Mile Plains (PID 45006947 and 45415668) hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** the Properties are designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”) and are within the Three Mile Plains Growth Centre; and

**WHEREAS** the Owner has requested that the Municipality enter into a development agreement to permit 27 townhouse units on the Properties (the “Development”); and

**WHEREAS** Policy 5.3.10 of the Municipal Planning Strategy and Section 6.1 (c) of the Land Use By-law enable Council to consider entering into a development agreement to allow grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre; and

**WHEREAS** the Council of the Municipality, at a meeting held on **Month Date, 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) “Qualified site professionals” includes professional engineers, architects and/or hazardous materials professionals.
- (b) “Townhouse unit” means a building that is divided vertically into three or more dwelling units, each of which has independent entrances to a front and rear yard immediately abutting the front and rear walls of each dwelling unit.

### **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**

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

- (i) those uses permitted by the underlying zoning in the Land Use By-law; or
- (ii) twenty-seven (27) Townhouse units.

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 location and design shall be generally consistent with the Site Plan shown in Schedule B.
- (b) The Development shall have road access to a public street that meets the minimum standard of the Municipal Services Specifications Manual and is approved by the Municipal Engineer
- (c) The Development Officer may approve in writing minor changes to the location of the Buildings or other aspects of the Site Plan provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.3 (e) and 2.8, *Site Drainage*, of this Agreement provided the side yards are not decreased.

**2.3 Site Requirements**

- (a) The buildings shall conform to the following requirements:

Minimum Road Frontage for the grouped dwellings development	50 ft. (15.24 m.)
Maximum number of townhouse units per block, before a minimum side yard is required between buildings	10 townhouse units
Minimum Front Yard	25 ft. (7.62 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard	15 ft. (4.57 m.)
Maximum Storey of Main Building	3 storeys
Maximum Building Height	35 ft. (15.24 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)
Minimum watercourse setback	50 ft. (15.24 m.)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (c) A minimum of 500 sq. ft. (46.45 sq. m.) of usable recreation space in the rear yard of each townhouse unit, as outlined in Section 2.7, *Recreational Space*, shall be required.
- (d) The Owner shall keep all undeveloped areas of the Properties landscaped to maintain a vegetative buffer between the development and the existing homes on MacLeod Court.

#### **2.4 Access and Egress**

- (a) The Owner shall develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.
- (b) The driveway shown on Schedule B shall provide a minimum paved surface width of 20 ft. (6.09 m.), except to the extent varied by the Provincial Department of Public Works in respect of its connection to the public road. The vehicular entrance and exit shall be clearly demarcated.
- (c) No occupancy permit will be issued until the condition specified in 2.2 (b) has been fulfilled.

#### **2.5 Parking**

- (a) All parking spaces for vehicles using the Properties shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Properties.
- (c) 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.
- (d) Each parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.
- (e) 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 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.

## **2.7 Recreational Space**

- (a) A minimum of 500 sq. ft. (46.45 sq. m.) per unit, of private recreational space immediately adjacent to the back of each townhouse unit shall be provided on the Properties.

## **2.8 Site Drainage**

- (a) No development permit shall be issued until the Owner provides to the Development Officer a stormwater management plan that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties. If the stormwater management plan provided by the Owner does not in fact balance pre-and post-construction flows to ensure the absence of such impacts the Owner shall undertake such remediation as the Municipal Engineer may reasonably require.
- (b) The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

## **2.9 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 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 within the Development.

**2.10 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 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 Subdivision**

- (a) Subdivision of the Properties outside of the development area shall be permitted in accordance with the applicable Subdivision By-law. No subdivision is permitted within the development area shown on the Site Plan that would reduce the lot area. No additional parkland or parkland fees shall be required for subdivision or consolidation of the Properties subject to this Agreement.

- (b) Any lot(s) subdivided from the portions of PID 45006947 and 45415668 that will be developed under this Agreement, shall no longer be subject to this Agreement.

### **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) minimum required yard dimensions except side yard requirements as required in Section 2.3 (a) of this Agreement;
- (ii) number of parking spaces required;
- (iii) floor area occupied by a home-based business; and
- (iv) height and area of a sign.

## **PART 3 CHANGES AND DISCHARGE**

- 3.1** The Owner shall not vary or change the use of the Properties from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
  - (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
  - (b) subject to Section 2.13, the minimum side yard requirements and maximum building height as listed in Section 2.3 (a);
  - (c) the fire safety requirements as listed in Section 2.6, *Fire Safety*; and
  - (d) the stormwater management plan requirements as listed in Section 2.8, *Site Drainage*.
- 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 over the Properties,

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

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

- 3.5** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by Council without a public hearing.
- 3.6** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
  - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
  - (c) at any time upon the written request of the Owner, provided the use of the Properties is in accordance with the 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 Properties until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than 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.

#### **4.2 Material to be Provided**

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

### **PART 5 ADMINISTRATION and COMPLIANCE**

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

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

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

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

#### **5.6 Costs**

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

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

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

#### **5.8 Assignment of Agreement**

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

#### **5.9 Written Notice**

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided in writing 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

)

)

)

) **FH DEVELOPMENT GROUP INC.**

)

)

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

\_\_\_\_\_  
Witness

) Faisal Al-Hammadi, 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, **Faisal Al-Hammadi**, 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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP 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

\_\_\_\_\_  
FAISAL AL-HAMMADI, President

**Schedule A  
Legal Description**

**PID 45006947**

ALL that certain lot of land and premises situate in the Town of Windsor, being part of the first lot of land conveyed by Laura Brown et al to the Grantor by Deed dated April 18th, 1953 and recorded in the Office of the Registrar of Deeds at Windsor, in the County of Hants. The said lot is bounded and described as follows:

BEGINNING at a pine tree at the Northern corner of a lot of land occupied by Rufus Wile;

THENCE North 53 degrees East along the Southern boundary of land of Cyril Kelly 784 feet to a spruce tree;

THENCE South 42 1/4 degrees East 685 feet;

THENCE South 51 1/2 degrees West 788 feet to the boundary of land of Rufus Wile;

THENCE Northwesterly along said boundary 705 feet more or less to the POINT OF BEGINNING.

The said lot contains 12 1/2 acres, more or less.

SAVING AND EXCEPTING that lot of land conveyed in a deed recorded on June 29, 1950 in book 187 at page 514.

ALSO SAVING AND EXCEPTING Lot H-1 as conveyed in a deed recorded on April 26, 1989 in book 599 at page 564.

ALSO SAVING AND EXCEPTING Lots H-2 and U-1A as shown on a plan recorded on September 28, 1989 as number 6138.

ALSO SAVING AND EXCEPTING that lot of land conveyed in a deed recorded on November 14, 1991 in book 663 at page 529.

ALSO SAVING AND EXCEPTING Lots 1 to 16 and Parcels RR-1 and P-1 as shown on a plan recorded on April 28, 1992 as number 6696.

\*\*\* 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: 1992

Plan or Document Number: 6696

**PID 45415668**

ALL that lot of land and premises which was conveyed to the said George Whitehead by James Whitehead by Deed bearing date the 18th day of March, 1883 and recorded in the office for the Registry of Deeds at Windsor aforesaid in Book 75 page 30 and therein described as follows:

ALL that certain lot of land in Windsor being part of lot number four of the Councillors Grant, so called, and formerly owned by one Leonard Maxner, beginning at the Southern corner of a lot (part of lot number four) otherwise called the Belcher Lot conveyed by Charles T. Wilkens to Stephen Hines;

THENCE to follow the Southeast line of said lot number four six(6) chains and ten (10) links;

THENCE to run North seventy-five (75) degrees West eleven (11) chains and eighty (80) links to the Northwest line of said Belcher Lot;

THENCE to follow said line eleven chains and eighty links to Hines lot;

THENCE the course of Hines' line to the place of beginning containing ten and one quarter acres, more or less.

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

Compliance:

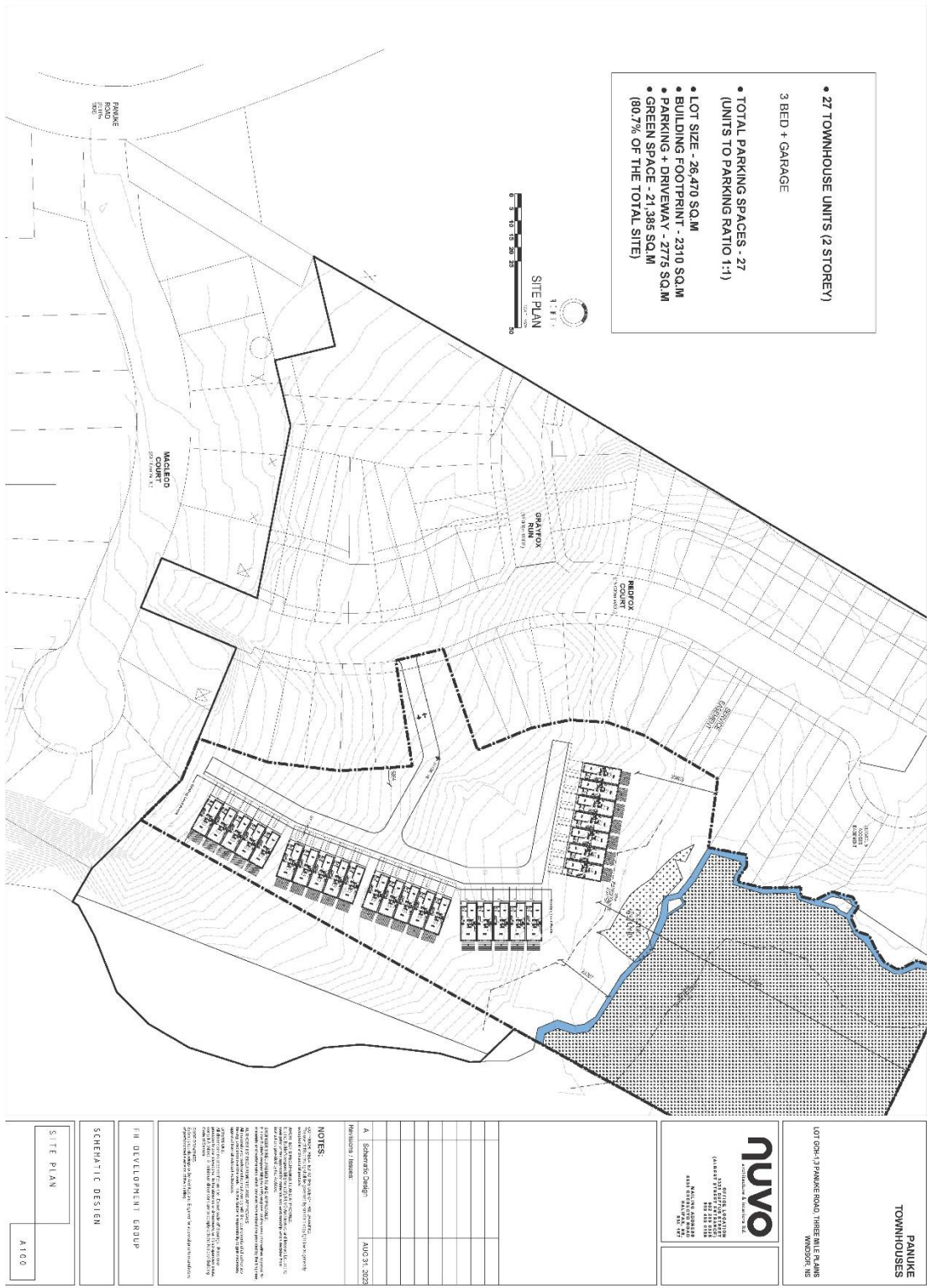
The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: HANTS COUNTY

Registration Year: 1950

Book: 187 Page: 513

# Schedule B Site Plan



<p><b>nuvo</b> NUVO CONSULTANTS 1000 WESTERN AVENUE SUITE 200 VANCOUVER, BC V6V 1W1 TEL: 604.273.8888 WWW.NUVOCONSULTANTS.COM</p>	<p><b>PANIKE TOWNHOUSES</b></p> <p>1001 GSH-13 PANIKE ROAD, THIRDMILE PARK VANCOUVER, BC V6V 1W1</p>	<p><b>NOTES:</b></p> <p>1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.</p> <p>2. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>3. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p>
<p><b>PH DEVELOPMENT GROUP</b></p>		<p><b>NOTES:</b></p> <p>1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.</p> <p>2. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p>
<p><b>SCHEMATIC DESIGN</b></p>		<p><b>NOTES:</b></p> <p>1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.</p> <p>2. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p>
<p><b>SITE PLAN</b></p>		<p><b>NOTES:</b></p> <p>1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.</p> <p>2. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p>
<p>A100</p>		<p><b>NOTES:</b></p> <p>1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO APPROVAL BY THE LOCAL AUTHORITY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.</p> <p>2. THE DESIGNER HAS CONDUCTED VISUAL IMPACT ASSESSMENT AND HAS IDENTIFIED VISUAL IMPACTS THAT MAY BE CAUSED BY THE PROPOSED DEVELOPMENT. VISUAL IMPACTS HAVE BEEN IDENTIFIED AS FOLLOWS:</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p> <p>• VISUAL IMPACTS TO THE SURROUNDING ENVIRONMENT DUE TO THE PROPOSED DEVELOPMENT.</p>

**Attachment D**  
**Public Information Meeting Notes**  
**September 7 – 22, 2023**  
**File 22-23**

**MacLeod Court, Three Mile Plains; PID 45006947 and 45415668**

<b>Meeting date and time</b>	A Public Information Meeting was held on September 7, 2023 beginning at 7:10 p.m. in Council Chambers at 76 Morison Drive, Windsor.
<b>Attending</b>	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> <li>• Councillor Francis (Chair)</li> </ul> <p>Three (3) members of staff:</p> <ul style="list-style-type: none"> <li>• Director of Planning and Development, Sara Poirier</li> <li>• Planner, Alex Dunphy</li> <li>• Planning Administrative Assistant, Vanessa Lake</li> </ul> <p>Applicant</p> <ul style="list-style-type: none"> <li>• Ahsan Khan of FH Development Group Inc.</li> <li>• Darren Shupe of Brighter Community Planning and Consulting</li> </ul> <p>Seven (7) members of the public were present.</p>
<p><b>Applicant</b> Faisal Al-Hammadi, FH Development Group Inc.</p> <p><b>Property</b> MacLeod Court, Three Mile Plains; PID 45006947 and 45415668</p>	<p>Director Poirier outlined the request from FH Development Group Inc. to permit up to 27 townhouse units on portions of PIDs 45006947 and 45415668, on MacLeod Court in Three Mile Plains.</p> <p>Darren Shupe of Brighter Community Planning and Consulting made a presentation on behalf of the applicant.</p>
<b>Comments</b>	<p>Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail and telephone between September 7 – 22, 2023.</p> <p>6 members of the public spoke at the Public Information Meeting. Three (3) comments were received via mail, email or phone. The questions and comments from the public are summarized below. Email responses are attached. Staff and applicant responses are included in purple.</p>

At the Public Information Meeting the following comments were made:

- Keith owns a property on MacLeod Court. His main concern is related to traffic increases to MacLeod Court in relation to the 26 new residential lots and 27 townhouses being proposed. He stated that this could potentially equate to 106 vehicles traveling on a road that currently only has 17 homes. He noted that MacLeod Court is a gravel road that currently has to be fixed 3 times a year as-is.

The poster boards created by FH Developments spell the project as “Penuke” but it is spelled “Panuke” Road and there is no access shown from the development to Panuke Road. Darren noted the spelling error and confirmed there would be no direct access to Panuke Road for the development.

The Public Works Department has already visited Keith at his home. They told him that the new pump house on Panuke Road is running at about 70-80% capacity already for water. He’s concerned that if there is already water capacity concerns with the new pump house that was installed to service the 99 homes on Panuke Road and MacLeod Court, that this system will not be able to handle the additional homes being proposed in this development.

Keith also noted the school systems in the area, the fact that there are no crosswalks, no streetlights, and that MacLeod Court isn’t paved. He asked what is being done to address these issues?

Sara stated that whenever there is a development agreement application, through the staff review, staff reach out to stakeholders such as the Nova Scotia Department of Public Works, Municipal Public Works Department and School Board for comment on infrastructure capacity in relation to the overall proposal. These items will all be addressed in the staff report presented to the Planning and Heritage Advisory Committee.

• Mike Forrester lives on Highway 1. He mentioned the brook that runs behind the property and at the bottom of Panuke Road in relation to the flooding event in the area a few weeks ago. During that time the intersection of Panuke Road and Highway 1 completely flooding, making it impassible. This development will increase non-permeable surfaces in the area which he believes could cause more runoff into these water systems. Darren responded that the developers' engineers will be developing a site servicing plan which will address stormwater from the development.

• Barry Sherman lives on Panuke Road. He questioned the road infrastructure, specifically why a wooden bridge would have been built at the end of Panuke Road. He is not a fan of development in this area and is concerned about the impact on property values and taxes for residents in the area with this proposal. He wondered what was going to happen to the remaining area of land included in the development agreement application that doesn't show townhouses on it? Darren noted that 75% of the lot to be created for the townhouse units will be retained in its natural state.

Barry asked why the developer chose to develop here, in this quiet area? Darren commented that the developer sees potential for the land and the planning document policies allow Council to consider this proposal in a growth centre.

How will MacLeod Court be used as an access? Darren and Sara responded that the Nova Scotia Department of Public Works owns a road reserve parcel between MacLeod Court the developers lots. The developer will have to receive permission to use that access to connect the proposed roads from this development to MacLeod Court. Darren also noted that the developer is also discussing the upgrades required to MacLeod Court to accommodate the increased traffic to this development with the Nova Scotia Department of Public Works.

Barry asked how construction will impact the area, as this will add to the effects already felt by residents living in the area that have to deal with the quarry on Panuke Road.

Is the developer from the area? Are they familiar with Panuke Road? Darren responded that the developer is HRM based and have other projects nearby such as a site on Wentworth Road.

- Keith asked if these units will be for sale or for rent? Ahsan responded that most will be for sale and some will be rental. Further discussions need to be had on this.

Keith was also concerned that this was the only opportunity to comment on the proposal. Sara reiterated the information shown on the process slide of the presentation, noting that the Public Information Meeting is the first step in the process and there will be further opportunities for the public to comment (i.e., at Public Hearing). Due to the original proposal being completely revised by the developer, staff determined it was best to restart the process from the beginning.

- Linda lives on Highway 1. She noted that the truck traffic and traffic in general is very busy. This proposal will make it worse, also increasing noise, fumes, etc. It makes it extremely dangerous to walk in the area as there are no sidewalks. Residents must drive everywhere. She wants to be able to feel comfortable in her community.
- Tammy lives on MacLeod Court. She is worried that the proposal will remove the country setting of the area. She already experiences issues with the traffic, especially truck traffic on the roads from the quarry. There's no amenities in the area i.e., no stores and school-aged children need to be bussed to school. A number of neighbours are considering moving because this development will ruin the area. She also noted that she believes the development should have access directly to Panuke Road or Highway 1 due to traffic congestion.

	<ul style="list-style-type: none"> <li>• Lisa Bland lives on Panuke Road. She wanted to make the developers aware of the RAD Consulting report where they completed community engagement sessions with members of the Acadian, Native and African Nova Scotian community. She wanted to remind the developers that they are presenting about an area that is a historic black community, Five Mile Plains. There have been clear recommendations made from the community about items such as road safety in the RAD Consulting report which should be respected. She noted that Council should consider items from the RAD Consulting report in relation to this proposal.</li> </ul>
<b>Adjournment</b>	There being no further business, the meeting adjourned at 7:44 p.m.

**Public Email Responses Submitted after the PIM**

**From: Barry White**  
**To: Mark Fredericks**  
**Sept 12, 2023**

I watched the zoom meeting, Sept 7 at 6pm.

I was surprised that public works were not asked to do a report on if this will even work.

That's a lot of sewer that has to be pumped uphill. A lot of water on a system that is constantly being repaired. A lot of traffic already on a road that has nowhere in places on Panuke road for kids to walk to the school bus.

This development does not comply with section 5.3.10 of the MPS. All the surrounding homes are single detached.

Nearest place to buy milk is 3.3 km away. Local parents have swingsets and playhouses in their backyard because there are no parks around here.

Panuke road and #1 will continue to flood and strand us up the hill again. Picture attached. This development will just make it more often.

Picture of the road leading up to the proposed development. Quiet country dead end street. A lot of people come down here to walk their dogs everyday.

Google search New 3 bedroom townhouse with attached garage. In my research, will be around \$600,000. Rent would be \$3000 is a educational guess.

15 year resident

Barry White

Three Mile Plains





**From: Mark Fredericks**  
**To: Barry White**  
**Sept 12, 2023**

Hi Barry,

Thanks for reaching out and sharing your concerns and photos.

We will have discussions with the provincial road authorities and municipal public works which will need to be favorable to recommend the approval of the townhouse units.

We have captured your comments and will include them in the report to the Planning Advisory Committee who will make a recommendation to Municipal Council on this decision in the coming months.

Thanks again for sharing.

---

**From: Michael Forrester and Lynda Gradt**

**To: Mark Fredericks**

**Sept 19, 2023**

To,

Planning and Heritage Advisory Committee

West Hants Regional Municipality

Attn: Mark Fredericks

Re: File #22-23 Development Agreement: PID 45006947 and 45415668, MacLeod Court, Three Mile Plains

Greetings,

Due to the fact that none of the comments or statements made at the Public Information Meeting were recorded as a matter of public record, we would at this time like to express our opinions on the Development being proposed on MacLeod Court.

We found out about the proposed development completely by accident because of a concerned resident's social media post. Having recently relocated some 1800 kilometres from a major metropolitan area, we chose this area because it was in a generally rural setting.

Given the size and scope of this proposal it will affect far more residents than those who reside within the 500-foot radius of the notification. We're sure the developers are well aware of the local bylaws concerning the notification area. Such a project by its very nature deserves a wider scope of public notification and input. This proposal if approved would greatly affect the community at large by the pressure placed on public roadways, schools and infrastructure in general. With the changes in climate and the more frequent heavier than normal rain events, paving over such a large area will affect storm run off into the local brooks and creeks.

The proposal doesn't seem to fit the area. The sitemap of the area in question doesn't show exactly where this new project would be placed. Being situated off a single road that is already heavily burdened by truck traffic to and from the quarries one can only imagine to increased traffic that a multi-year project like this would inflict on the area.

Once again, the developer's spokesperson seemed woefully ill-prepared for the presentation and the developer didn't seem to want to answer any direct questions. We fail to understand how someone, or a company would not have done much more of the groundwork and necessary research before coming to council with yet another absurd proposal.

There seems to be a great lack of foresight in approving these developments.

Sincerely yours,

Michael Forrester and Lynda Gradt

Three Mile Plains, NS

...

**From: Mark Fredericks**  
**To: Michael Forrester and Lynda Gradt**  
**Sept 19, 2023**

Thanks Michael and Lynda,

The Municipality is in the process of establishing larger notification areas for planning applications. It's expected to increase to 1000 ft around a subject property. The traffic issues in this case are also being investigated and the developers may be required to pave MacLeod Court to improve surrounding road conditions. Site drainage is another aspect that will be a requirement of any future development.

We have captured your comments and will include them in the report to the Planning Advisory Committee.

Thanks for reaching out. Please let me know if you have any further comments or questions.

---

**From: Keith Pottie**  
**To: Mark Fredericks**  
**Sept 20, 2023**

Hello,

As a resident of Macleod court I have many concerns with the development which someone is looking to have move forward. The community is a small, and quiet country setting which will be destroyed by this development moving forward. We have a gravel road which already needs to be repaired 2-3 times a year from traffic of 17 homes. We have no street lights or sidewalks. We do not have basic community amenities which I assumed I am being taxed for. The water pressure is decreased and I have already had Public works tell me the system cannot handle the homes it has and someone thinks it's a good idea to vastly increase the population of the area. There's 99 homes between Macleod court and Panuke road. This developer wants to put in 26 residential properties along with 27 townhouses. We do not have the infrastructure for the population to grow by 50 percent or more. All this is going to do is drive up taxes in a low income area which already has taxes far higher than amenities which are being supplied. You also need to look at the school system and area in general. TMPDS is at capacity already and cannot handle the increase. Panuke road homes several commercial quarries which sees several hundred trucks a day which damage the roads, bridge and is unsafe for people to walk on without sidewalks. I have witness busses, vehicles and pedestrians almost hit several times.

Macleod is not a place where this development should be and someone's greed is going to ruin a peaceful home for many. Someone from the council needs to step up and look at what is not in place and not allow this to move forward without proper planning. In the Public Information Meeting it was made clear that things were going to evaluate but greed should not supersede current residents well being and safety. Fix the roads properly (paving and grading), replace the bridge with steel/concrete and not wood, replace the old water lines, install sidewalks, install street lights and give the current residents the items they deserve before moving forward with a greedy developer. This is not the place and the community does not support this. Thank you.

Keith Pottie

...

**From: Mark Fredericks**  
**To: Keith Pottie**  
**Sept 28, 2023**

Hi Keith,

Thanks for reaching out. We are working with the provincial road authorities and municipal public works who will both need to have their requirements met. This includes paving of MacLeod Court and ensuring the adequate supply of water and sewer services with any system upgrades if necessary.

We have captured your comments and will include them in the report to the Planning Advisory Committee who will make a recommendation to Municipal Council on this decision in the coming months.

Thanks again



## 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

---

### 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.

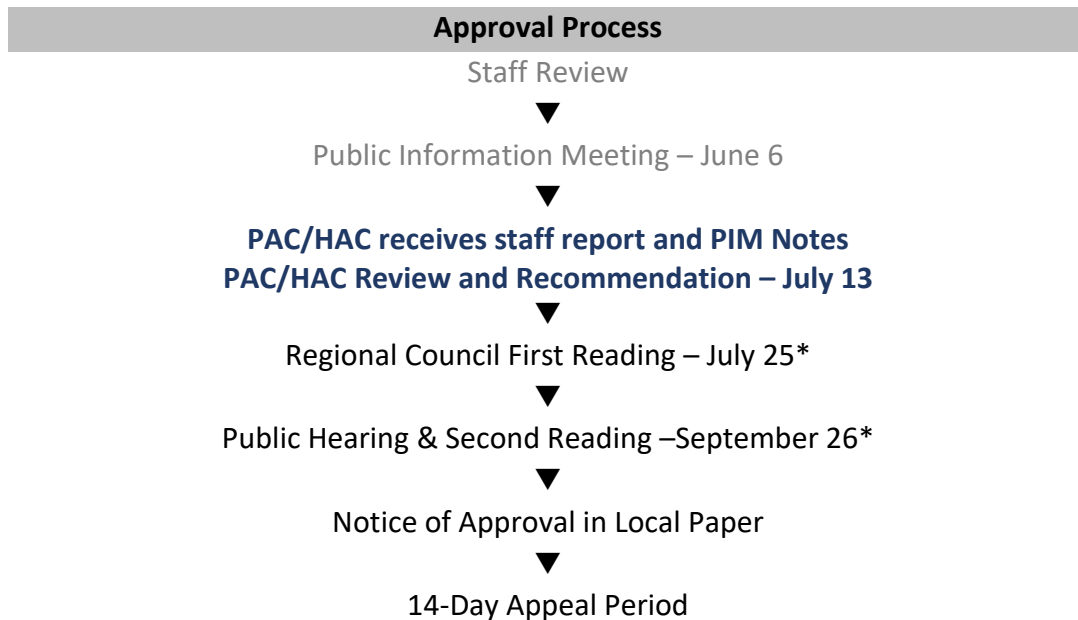
## MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

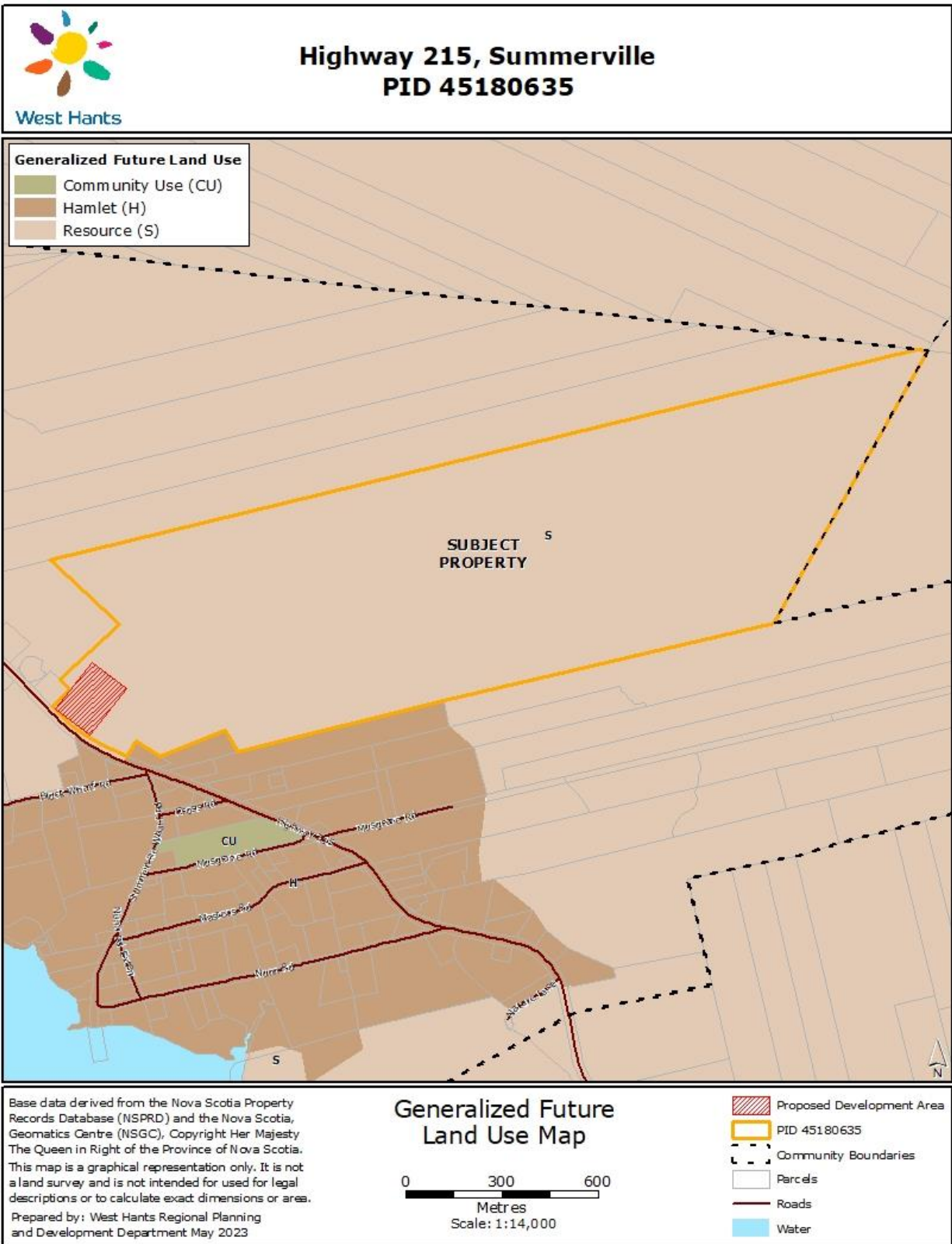
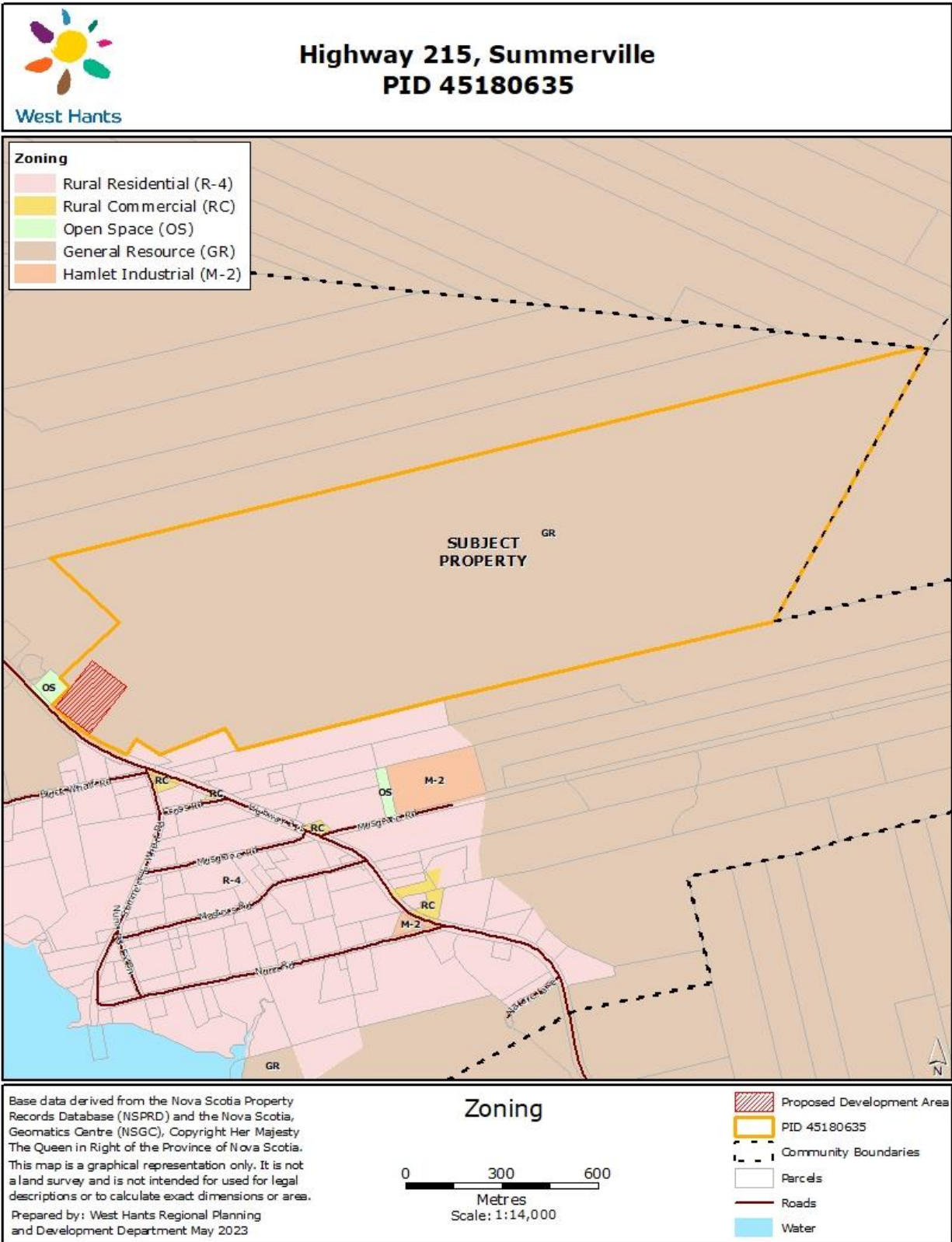


Figure 2 – West Hants Zoning Map Extract



## 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**

)

)

\_\_\_\_\_ )  
Witness

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

) 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

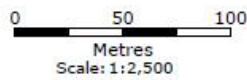






Highway 215, Summerville  
PID 45180635



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 initial "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](#)

## Leave a Reply

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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

What Shoes Should I Wear To Paintball

What Should A Girl Wear To Paintballing ?

Why Does My Paintball Mask Fog Up?

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

Pbreview.org is dedicated to helping you find the best paintball gear possible. We review all the latest markers, masks, loaders, accessories and more!

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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?

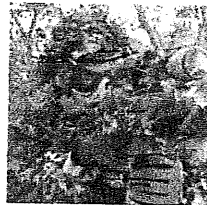
First Strike states right on the box that their shaped projectile rounds fly twice the distance and are 25x more accurate than a regular paintball. And from what I've seen I believe this to be true, except the maximum range is slightly less than double that of a regular paintball.

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**

CS :

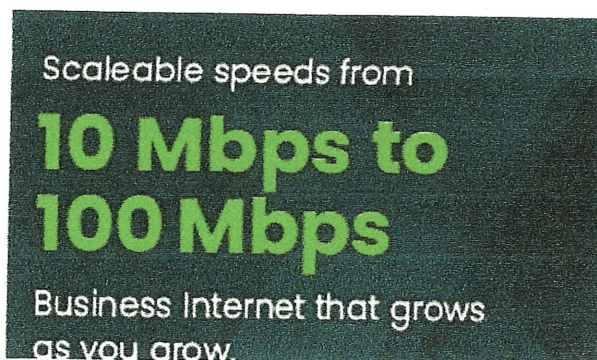
## Cause #1: The Tank Gets Too Old

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.



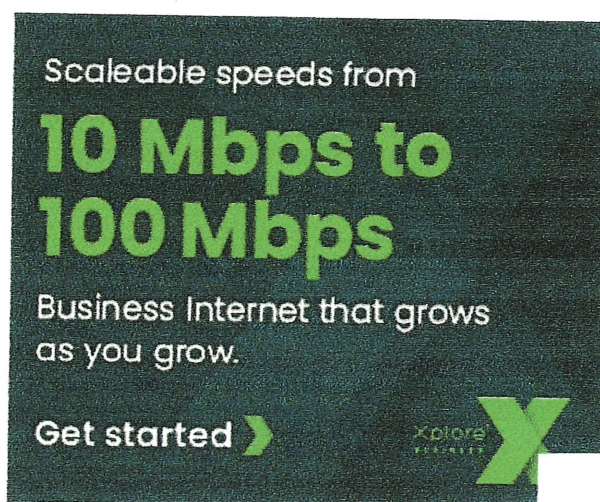
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**The general rule for the lifespan of paintball tanks is that they can last no longer than fifteen years.** This rule normally applies if you take good care of the tank and don't cause it too much damage.

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.

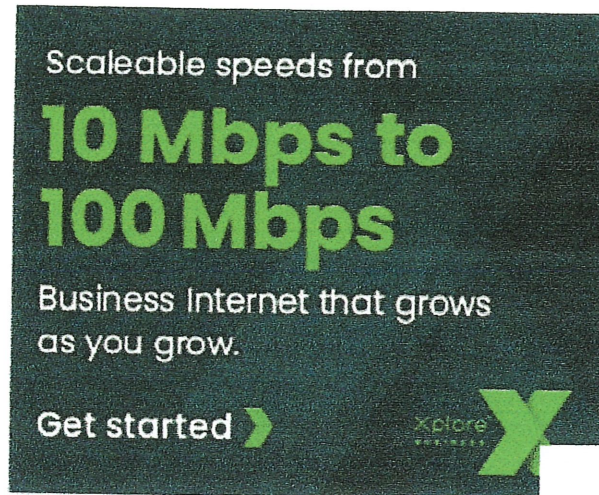
**In order to keep yourself safe when using your paintball gun, you will need to have the tank hydro tested every five years.** If you don't keep up with regular hydro testing of your tank, you could be putting yourself and your other paintball teammates at risk.


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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 company logo and name on the left, an aerial view of a resort with pools and buildings in the center, and a white 'Book now' button on the right. The bottom advertisement is for a business internet service, 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:** October 12, 2023

**Subject:** Development Agreement: 411 King Street, Windsor (PID 45059755); File # 23-19

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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 stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King Street in Windsor which is substantively the same as the draft set out in Attachment B of the report File #23-19 to the Planning and Heritage Advisory Committee dated October 12, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Edward Edelstein which permits a stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King 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 Edward Edelstein of Ecogreen Homes on July 7, 2023. The application is to allow a stacked townhouse development, consisting of 18 dwelling units by development agreement.

**DISCUSSION**

The subject lot is 2.79 acres (1.13 hectares) in size. It is designated Community Use on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). The subject lot is zoned General Commercial (GC) (Figure 2), and the majority of the subject lot is included in both the Dykeland Variance overlay and Environmental Constraints overlay on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 3).

The subject lot is located on King Street and is currently occupied by a church. The building was constructed in 1898 and the property was used as Windsor United Baptist Church until November 2019 when the congregation moved to a different location.

The proposal includes two Phases for a completed build out. This application and report only apply to Phase 1 of the proposal, which is the 18-unit stacked townhouse development fronting on King Street. Phase 2, which includes 2 six-storey apartment buildings, may be developed in the future, however that will require an amendment to the proposed development agreement and a separate application and public process.

The majority of the subject lot is within the Environmental Constraints overlay of the Zoning Map of the WLUB (Figure 3). In accordance with the WLUB, the developer will be required to provide an environmental study for any development within this area. The front portion of the subject lot along King Street, where Phase 1 is proposed, is outside of this area. Therefore, will not be requiring the developer to submit an environmental study at this time.

***Surrounding Context***

Properties to the north of the subject lot are primarily designated Residential and zoned Single Unit Residential (R-1). Properties to the south and east are designated Commercial and zoned a mix of General Commercial (GC) and Highway Commercial (HC). Lastly, properties to the west are designated Community Use and zoned Open Space (OS). Across King Street to the west is the Windsor Community Centre.

***Municipal Planning Strategy Document Review***

Policy 16.1.4 of the WMPS is the first enabling policy to be considered for this application. This policy states that “It shall be the intention of Council to consider entering into a development agreement for a property immediately adjacent to a given land use designation on the

Generalized Future Land Use Map (Map 1) without requiring a Strategy amendment, provided that all policies of the Strategy are satisfied.” As the subject lot abuts a number of properties within the Residential designation, it is appropriate to use this policy to consider entering into a development agreement enabled through the Residential designation policies.

Policy 5.4.6 of the WMPS is the second 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;
- King Street is considered an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy; 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 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.

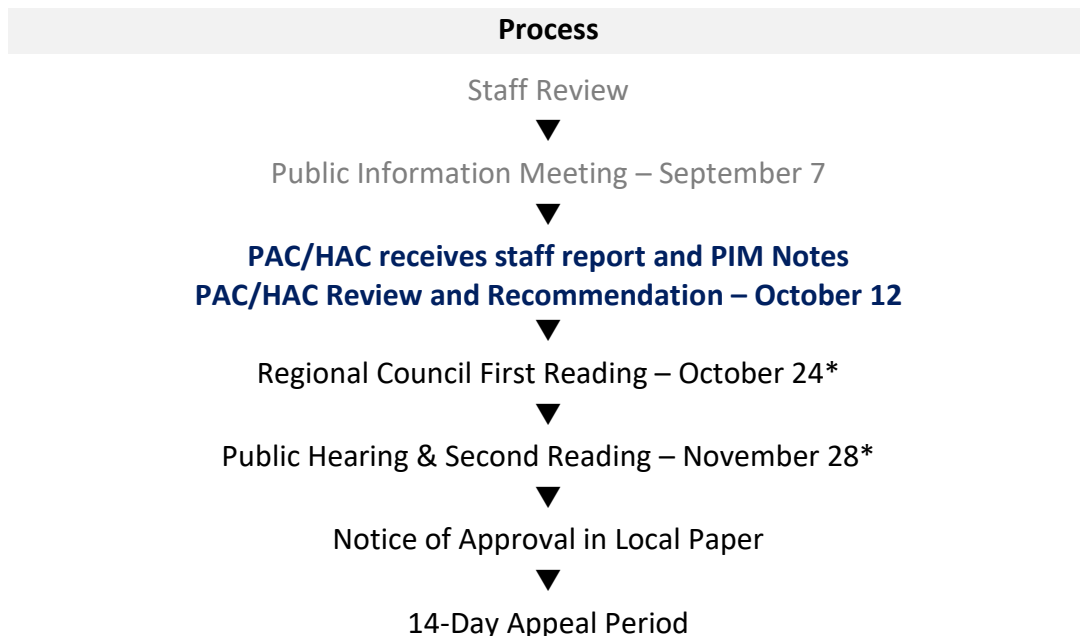
## **MUNICIPAL CLIMATE CHANGE ACTION PLAN**

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 a stormwater management plan to the Public Works Engineering Division to ensure pre- and post-development flows are neutral or better than before the development. 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 stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King 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	GFLUM Extract
Figure 2	Zoning Map Extract
Figure 3	Environmental Constraints Overlay 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 – GFLUM Extract

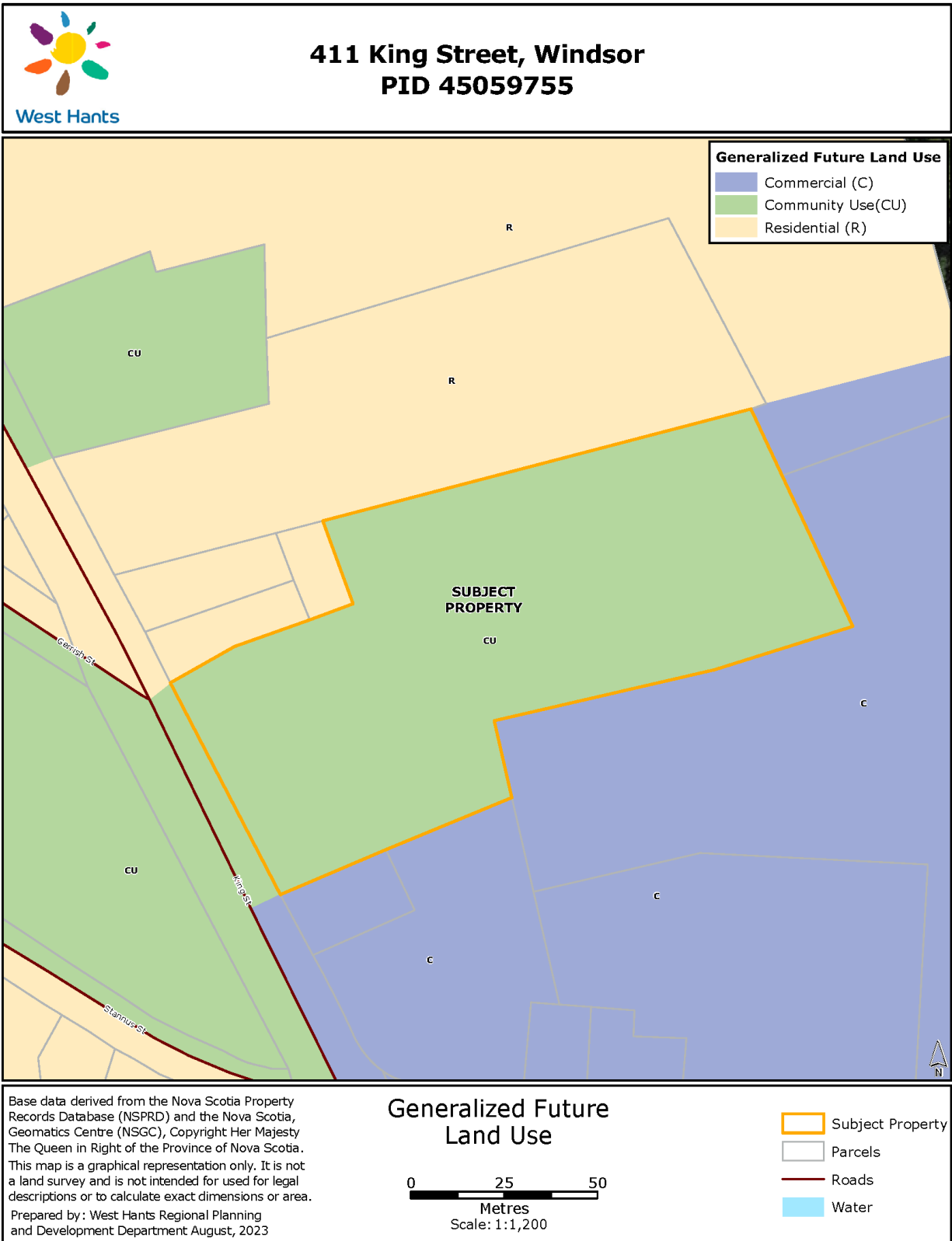


Figure 2 – Zoning Map Extract

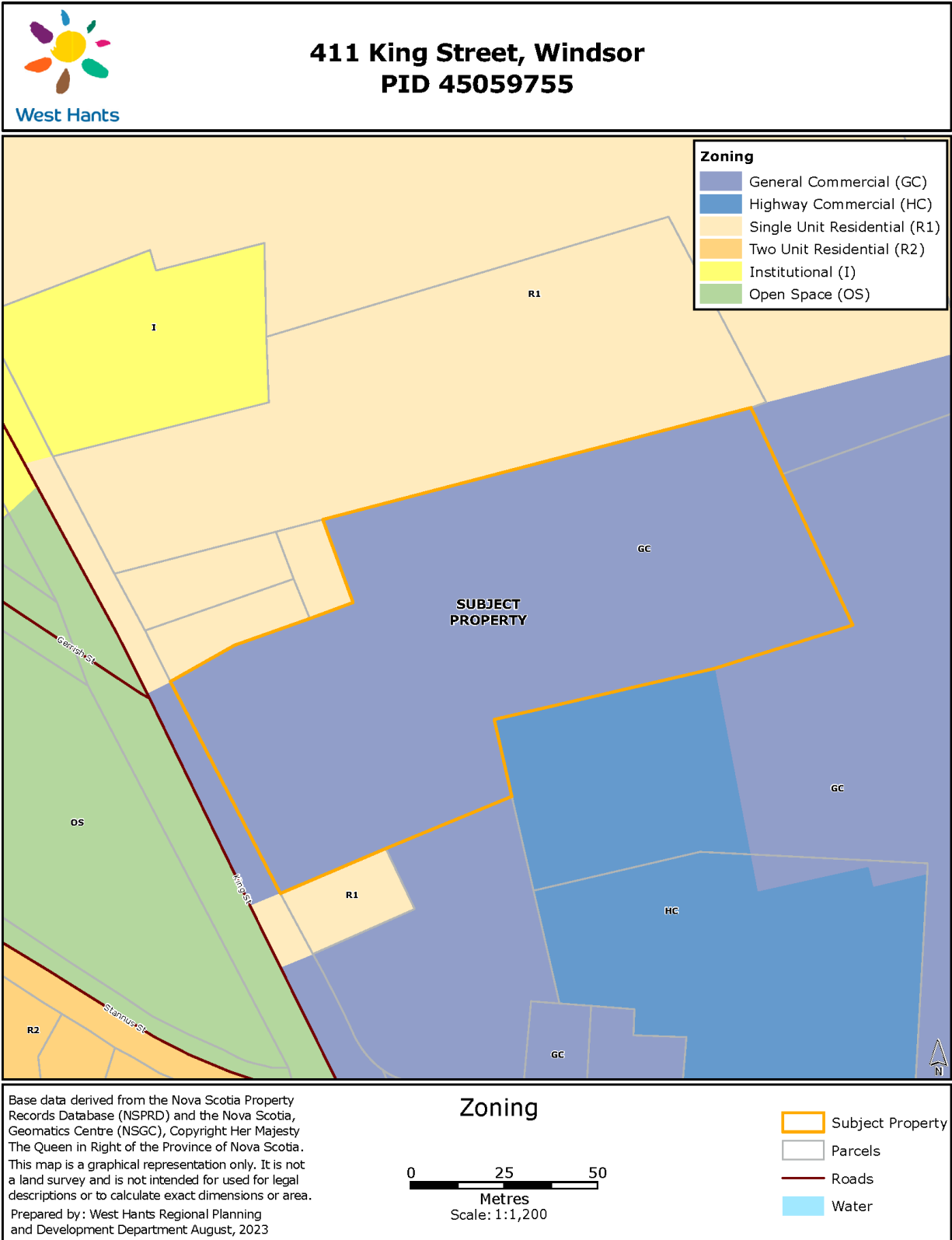
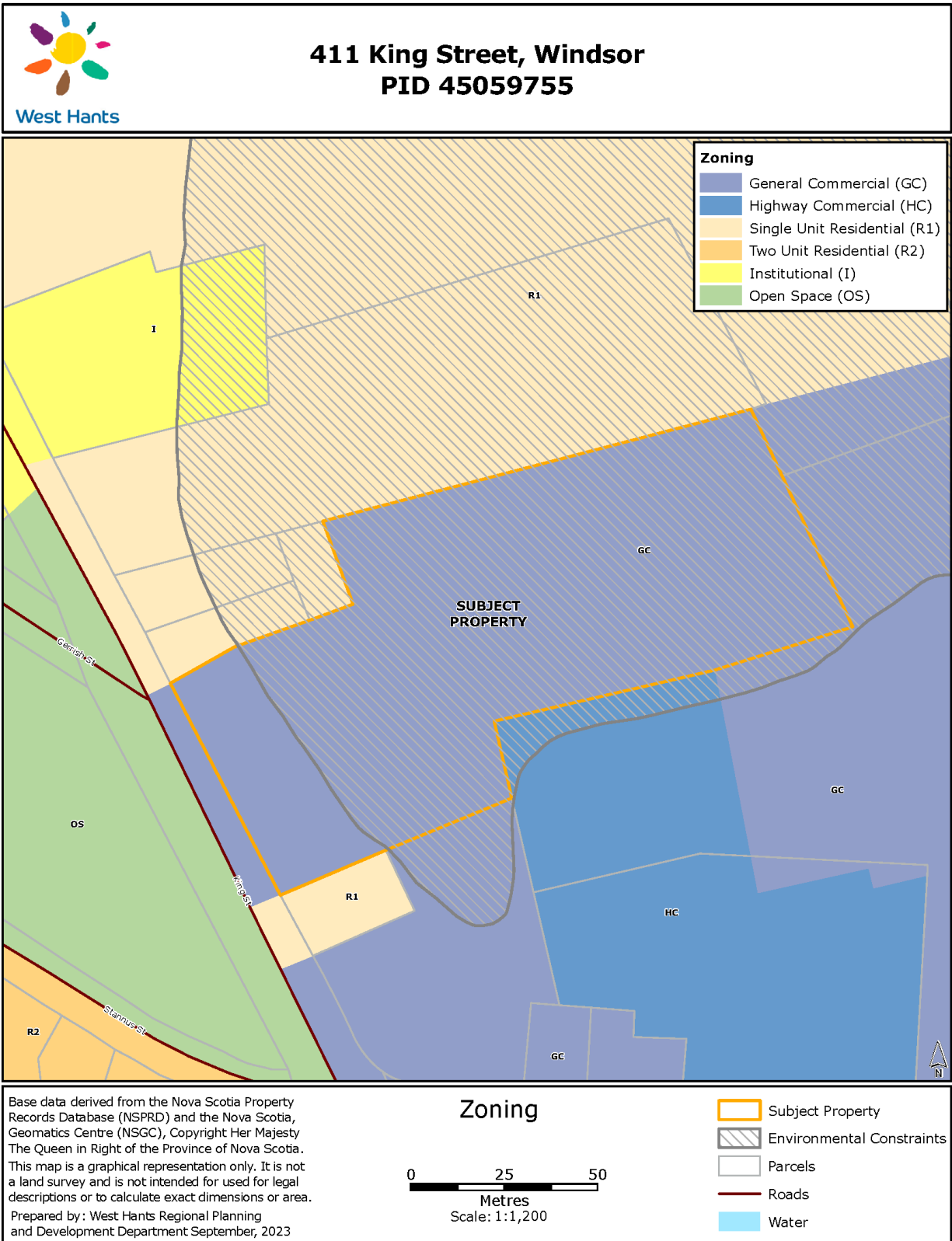


Figure 3 – Environmental Constraints Overlay Extract



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

<p><b>Policy 16.1.4</b>  <i>It shall be the intention of Council to consider entering into a development agreement for a property immediately adjacent to a given land use designation on the Generalized Future Land Use Map (Map 1) without requiring a Strategy amendment, provided that all policies of the Strategy are satisfied.</i></p>	<p>Multiple properties abutting the subject lot to the north are included in the Residential designation on the GFLUM of the WMPS. This provides the opportunity for Council to consider entering into a development agreement enabled through the Residential designation policies on the subject lot.</p>
---	---

<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 will be generally consistent with the High Density Residential (R-4) zone standards. The required front yard has been reduced to reflect that the proposal will be constructed with the same distance from the front lot line as the existing building on the subject lot. 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 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 they have no concerns regarding the parking proposed to be provided.</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 existing buildings, nearby public parks may be deemed sufficient;</i></p>	<p>The amount of recreational space provided in the proposal exceeds the amount of recreational space required by the WLUB. The Development Officer commented that they have no concern regarding the adequacy of on-site recreational space.</p>
<p><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></p>	<p>King Street is considered an arterial road on the Transportation Map of the WMPS. This criterion is considered met.</p>
<p><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></p>	<p>Not applicable as the subject lot is not within an Architectural Control District.</p>
<p><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></p>	<p>Not applicable as the existing building will be demolished to permit the proposal.</p>
<p><i>(j) any other matter which may be addressed in a development agreement; and</i></p>	<p>All relevant matters have been addressed in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i></p>	<p>See below.</p>

**Policy 16.3.1**

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

*(a) whether the proposal is considered premature or inappropriate in terms of:*

*(i) the adequacy of sewer and water services;*

The Public Works Engineering Division provided a statement describing the Windsor Water Utility as approaching its limit based on development requests that have been allocated for but not yet built out. However, they did respond that there is currently water capacity for the proposed 18 dwelling units. They also stated there to be no issue with sewer capacity for this development.

*(ii) the adequacy of school facilities;*

The Director of Operations for the Annapolis Valley Regional Centre for Education has stated that they will accommodate all students.

*(iii) the adequacy of fire protection;*

The Manager of Building and Fire Inspection Services has no issues with fire protection. The local Fire Chief has stated that it is preferable to have 360 degree access to the building, but rolling curbs and a restriction on overhead obstructions on all access routes would provide a suitable alternative. This is a requirement of the draft development agreement.

*(iv) the adequacy of road networks adjacent to, or leading to the development; and*

The Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.

<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority has no concerns regarding movement suitability on the subject lot. Sidewalks are provided on King Street and pedestrian access is required to all building entrances in the draft development agreement. There is no active rail line in the vicinity.</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 an extension of the Residential designation immediately abutting the subject lot as a residential development. 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 subject lot is relatively flat. A portion of the subject lot is within the Tregothic Marsh and identified on the Environmental Constraints overlay mapping. However, the portion of the subject lot being used for the townhouses is not included in this area.</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 -

**GEOME PROPERTIES LIMITED**, a body corporate with a head office at 2159 Gottingen Street, Halifax, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of the parcel of land located at 411 King Street, Windsor (PID 45059755) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** the Property is designated Community Use on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned General Commercial (GC) with a portion of the lot

also within the Dykeland Variance and Environmental Constraints Overlays 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 18 townhouse units on the Property (the “Development”); and

**WHEREAS** Policy 16.1.4 of the Municipal Planning Strategy enables Council to consider entering into a development agreement for a use permitted in the abutting designation and Policy 5.4.6 of the Municipal Planning Strategy and Section 6.1 (b) of the Land Use By-law enables Council to consider a development agreement for multiple unit residential development consisting of three or more units in a Residential designation; and

**WHEREAS** the Council of the Municipality, at a meeting held on **Month Day, Year**, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto 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 By-law, except those defined as follows:

- (a) “Stacked Townhouse” means a building that is divided vertically into two or more dwelling units and horizontally into at least two or more dwelling units, which each dwelling unit having independent entrances to a front or rear yard, immediately abutting the front and rear walls of each dwelling unit;

### **1.2 Schedules**

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B - Site Layout

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

- (a) Municipal Planning Strategy means the 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**

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a stacked townhouse development, consisting of 18 total dwelling units.

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

**2.2 Development Location and Design**

- (a) The Development location and design shall be 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 stacked townhouse development shall be limited to 18 dwelling units. The Development shall conform to the following site requirements:

Minimum front yard	20 ft. (6.10 m.)
Minimum rear yard	35 ft. (10.67 m.)
Minimum side yard	15 ft. (5.49 m.)
Maximum storeys of main building	3 storeys
Maximum height of main building	40 ft. (10.97 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) 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 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. The vehicular entrance and exit shall be clearly demarcated.

#### **2.4 Parking**

- (a) All parking spaces shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of one parking space per dwelling unit shall be provided for the Development.
- (c) 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.
- (d) 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.
- (e) The number, location and arrangement of parking spaces may be varied by the Development Officer.

#### **2.5 Recreational Space**

A minimum of 4,560 sq. ft. (423.64 sq. m.) of private recreational space shall be provided on the Property and may include:

- (a) individual balconies; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

#### **2.6 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 2 in. measured at 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 6 ft. in height at maturity; or
- (c) a wall or an opaque fence which is a minimum of 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 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.

## **2.8 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 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.

**2.10 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.

**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*; and
- (b) the fire safety requirements listed in Section 2.10, *Fire Safety*.

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

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

- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
- (c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

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

#### **PART 4 IMPLEMENTATION**

##### **4.1 Commencement of Development**

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. 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 Bylaws and Regulations**

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

### **5.2 Severability of Provisions**

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

### **5.3 Interpretation**

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

### **5.4 Municipal Responsibility**

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

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

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

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

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

#### **5.6 Costs**

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

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

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

#### **5.8 Assignment of Agreement**

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

#### **5.9 Written Notice**

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to GEOME PROPERTIES LIMITED, 2159 GOTTINGEN STREET, HALIFAX, NOVA SCOTIA B3K 3B5, or at any other address provided by the Owner in writing.
- (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 in writing.

#### **5.10 Full Agreement**

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

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

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

\_\_\_\_\_

Witness

) Abraham Zebian, Mayor

)

)

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

\_\_\_\_\_

Witness

) Deanna Snair, Municipal Clerk

)

)

) **GEOME PROPERTIES LIMITED**

)

)

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

\_\_\_\_\_

Witness

) Edward Edelstein, 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 **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in            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, **Edward Edelstein**, 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  
Print name/affix seal

\_\_\_\_\_  
Deanna Snair, Clerk

Canada  
Province of Nova Scotia

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

I, Edward Edelstein, Nova Scotia, make oath and say that:

1. I, Edward Edelstein of **GEOME PROPERTIES 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

\_\_\_\_\_  
Edward Edelstein, President

**Schedule A**  
**Legal Description – PID 45059755**

ALL THAT lot of land situate at Windsor, in the County of Hants, and Province of Nova Scotia known as lot 12-A shown and delineated on a plan of survey entitled Plan of Survey showing lots 1 and 2, Lands of the Trustees of The Windsor United Baptist Church, Parcel A, being a subdivision of lands of M. E. Edwards Take-Out Foods Limited and Parcel B, being a subdivision of lands of the Trustees of the Windsor United Baptist Church, King Street and OBrien Street, Windsor, County of Hants, Province of Nova Scotia prepared by James C.Banks, N.S.L.S. dated the 7th day of September, 1989, approved by the Town of Windsor under Plan No. 90-1 on February 26th, 1990, and filed at the Office of the Registry of Deeds for the Registration District of Hants on February 26, 1990, as Plan No. 6248.

SUBJECT TO an easement right of way shown in a deed dated April 30, 1951 and recorded at the Registry of Deeds for Hants County on May 1st, 1951 as document no. 53 in book 193 at page 189.

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

Compliance:

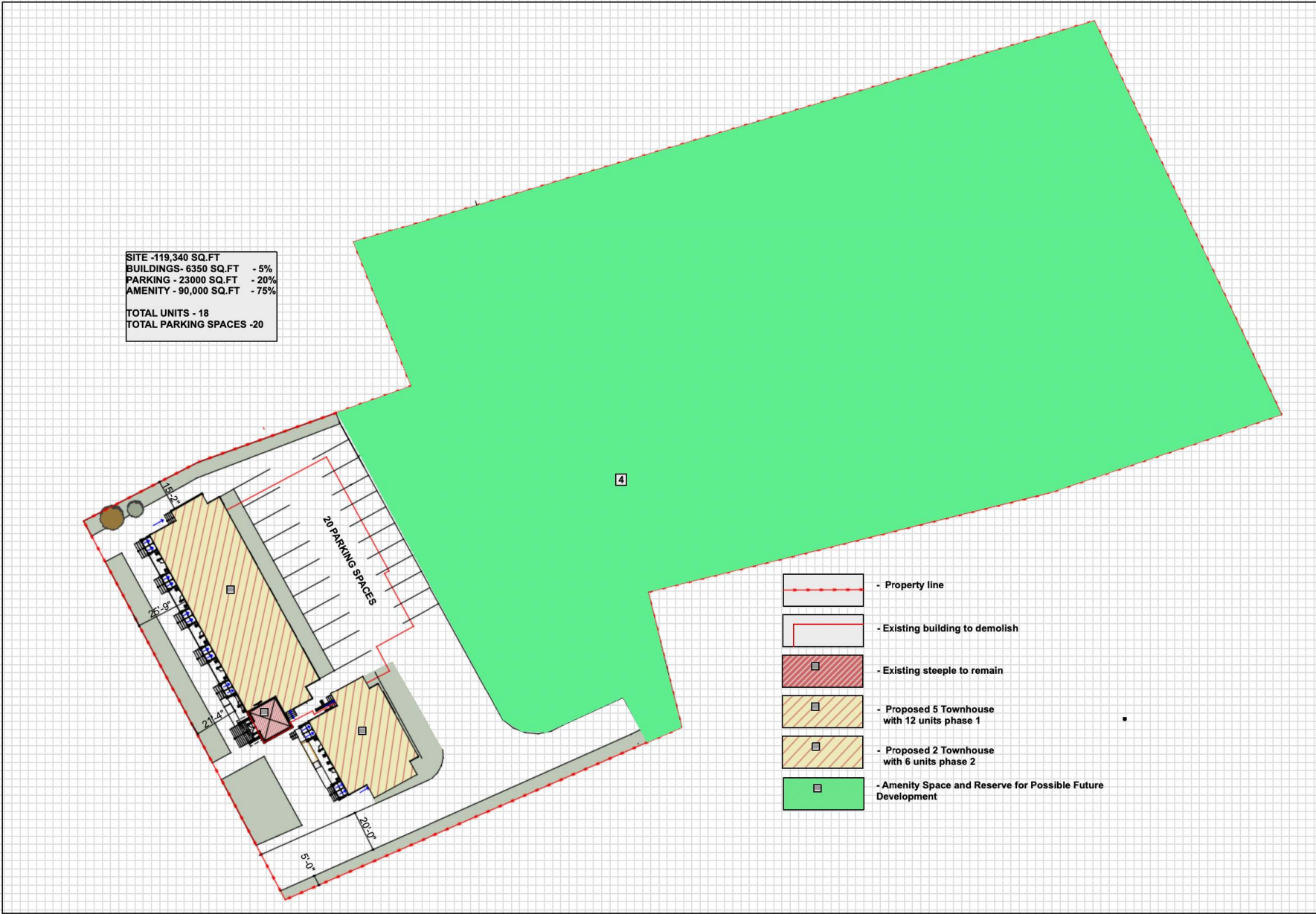
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 1990

Plan or Document Number: 6248

**Schedule B  
Site Plan**



**Attachment C – Public Information Meeting Notes**

**September 7 – 21, 2023**

**Development Agreement: 411 King Street, Windsor (PID 45059755); File # 23-19**

<b>Meeting date and time</b>	A Public Information Meeting was held on September 7, 2023 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	In attendance: Two (1) Councillors: <ul style="list-style-type: none"><li>• Councillor Francis (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>• Director Poirier</li></ul> Eleven (11) members of the public were present for this meeting.
<b>Applicant</b> Edward Edelstein on behalf of Ecogreen Homes  <b>Property</b> 411 King Street, Windsor (PID 45059755)	Planner Dunphy outlined the application to allow a proposed 18-unit stacked townhouse by development agreement.  Edward Edelstein provided a presentation on the current and future proposal for the subject lot. Edward also answered questions from the public.
<b>Comments</b>	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between September 7 and September 21, 2023.  No comments were submitted from the public during the comment period.  6 members of the public and the applicant spoke during the Public Information Meeting. Staff and applicant responses are in purple. <ul style="list-style-type: none"><li>• Ian Daniels asked about the opportunity to formalize the path to Sobey's and if there was an opportunity to reduce the parking required in Phase 2. Edward responded that there may be liability issues for a public pathway, that the parking included in the proposal meets the 1:1 parking space to dwelling unit ratio, and that the possibility of a permeable parking lot was being investigated.</li></ul>

- Penny Taylor raised concerns about the marshland on the subject lot and construction on the subject lot related to the church had caused additional water damage in the past. Penny requested upgrades to the sidewalk in front of the subject lot and raised concerns regarding parking on the street and the existing Right-of-Way on the property.

Edward responded that there was only one driveway on the proposal and that the side of the development with the Right-of-Way only had greenspace and a walkway. Edward also discussed an interest in traditional marsh crops, net zero vegetation.

Alex responded that the pre- and post- development flows of stormwater from the subject lot would be required to either be neutral or better than before the development and that the Municipal Public Works Department would look into the possibility of a sidewalk upgrade in the infrastructure plan.
- Ian Daniels asked another question about the infrastructure cost to the Municipality.

Alex responded that the current process is only for Phase 1 of the proposal and that the Public Works Department did not have any initial concerns regarding municipal services for Phase 1 of the proposal.
- Colin Taylor provided some historic context for the area including that hay was grown on the marsh, that the property has become more saturated over time, that the church basement used to flood, and a pond was dug to remedy the increased waterflow. The resident asked what would happen to the water runoff from the lot and if there would be heat pump used for the development.

Edward responded that the drainage pipes running from the church would be removed when the building is demolished and runoff would be sorted out in the stormwater management plan. Edward also responded that the development would likely use a centralized heating/cooling system.
- Keith Aucoin was supportive for the development being environmentally sensitive. Keith asked about the timeline for Phase 2 and if Phase 1 would be able to financially sustain itself. Keith raised concerns with the sanitary and storm infrastructure not being separated, adding more people to the system, traffic issues, and the marsh.

	<p>Edward responded that the timeline is flexible and that Phase 1 would be independent from Phase 2 financially. Edward also responded that the sanitary line would connect to King Street and that the surface runoff would be directed to the rear of the property.</p> <ul style="list-style-type: none"><li>• Teresa Aucoin raised concerns with the phasing of the development and that flooding has been an issue in the area.</li><li>• Adam Thornton asked how the demolition of the church would affect the Right-of-Way on the subject lot. Edward responded that the construction management plan is not yet in place, but that fencing would be used to ensure the Right-of-Way is not affected.</li></ul>
<b>Adjournment</b>	The Public Information Meeting ended at 7:10 p.m.



**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:** 2023-10-12

**Subject:** Affordable Housing; File 23-16

**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 Housing

**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 June 7, 2023 the Committee discussed the potential for requiring affordable housing within development proposals. Council made the following motion on June 27, 2023:

“that Council endorses PAC/HAC and Planning staff to explore the ability to require and regulate the provision of affordable housing within developments.”

**DISCUSSION**

The current planning documents only require affordable units to be provided if requesting bonus height in the Waterfront Development District in Windsor. All other zones in the Municipality do not regulate or require affordable housing to be provided within developments.

Staff have reviewed the Municipal Government Act (MGA), Statements of Provincial Interest, current planning documents and other jurisdictions 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 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.

Section 220 (5) of the MGA allows municipalities to “require and regulate the provision of affordable housing within developments, including requiring that a specified percentage of affordable housing units be provided within a development” within a land use by-law. Section 223A also permits Council to accept money instead of all or part of any required provision of affordable housing if specified in a municipal planning strategy.

### **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 housing (Attachment A) is “to provide housing opportunities to meet the needs of all Nova Scotians”. It states that the basis for this Statement is that “adequate shelter is a fundamental requirement for all Nova Scotians” and “A

wide range of housing types is necessary to meet the needs of Nova Scotians”. The following requirements are listed in the Statement of Provincial Interest regarding housing:

- “1. Planning documents must include housing policies addressing affordable housing, special-needs housing and rental accommodation. This includes assessing the need and supply of these housing types and developing solutions appropriate to the planning area. The definition of the terms affordable housing, special-needs housing and rental housing is left to the individual municipality to define in the context of its individual situation.
2. Depending upon the community and the housing supply and need, the measures that should be considered in planning documents include: enabling higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types.
3. There are different types of group homes. Some are essentially single detached homes and planning documents must treat these homes consistent with their residential nature. Other group homes providing specialized services may require more specific locational criteria.
4. Municipal planning documents must provide for manufactured housing.”

## **West Hants Regional Municipality Planning Documents**

### ***Hantsport***

The Hantsport Municipal Planning Strategy (HMPS) establishes the Residential designation and the Single Unit Residential (R-1), Two Unit Residential (R-2), Multiple Unit Residential (R-3), and Mini Home Park (R-4) zones. The majority of residential lots in Hantsport are zoned Single Unit Residential (R-1). The Mini Home Park (R-4) zone is not used in Hantsport. Residential uses are also permitted in the Commercial (C-1) and Mixed Commercial / Residential (C-2) zones.

Section 3.2.6, *Housing*, of the HMPS states

*“Council acknowledges that it is important to encourage the provision of housing that includes all residents in Hantsport regardless of socio-economic status, age or physical or mental disability. Demographic changes, such as an aging population, smaller household size and a growing number of single-parent families, mean that a community needs to provide diverse housing types to satisfy the housing needs of its population. Housing must be available for seniors and individuals in the community with special needs. Housing choices and the affordability of those choices can be increased by providing flexible development standards allowing for smaller lots and setbacks, narrower streets, clustered developments and opportunities for multiple-unit development in appropriate locations. Secondary suites can provide a solution for those wishing to keep elderly or dependent family members nearby and can increase affordable housing options for the*

*greater community. By regulating the size and appearance of these suites, Council can ensure they have minimal effect on the overall built form and are compatible with the neighbourhood.*

***Policy***

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

***GP-11*** *encourage the provision of housing adequate to meet the needs of all residents of Hantsport. Council will encourage affordable housing, special-needs housing and rental accommodation to develop in a manner that is sensitive to the needs of those being served and the entire community.*

***GP-12*** *provide for the development of a range of housing types in Hantsport.*

***GP-13*** *include flexible development standards which encourage innovative housing development in the Municipal Planning Strategy and Land Use By-law.*

***GP-14*** *permit secondary suites within and accessory to single and two-unit dwellings in all zones, with regulation regarding the size, location and appearance of secondary suites to ensure the use remains small-scale and compatible with the neighborhood.”*

Similar policies are included in the West Hants and Windsor planning documents.

***West Hants***

The West Hants Municipal Planning Strategy (WHMPS) establishes the Residential designation and the Single Unit Residential (R-1), Two Unit Residential (R-2), Multiple Residential (R-3), Rural Residential (R-4) and Manufactured Home Park (MHP) zones. The majority of residential lots in the Falmouth Growth Centre are zoned Single Unit Residential (R-1), whereas the majority of residential lots in the Three Mile Plains Growth Centre are zoned Two Unit Residential (R-2). The majority of residential lots in the rural areas, including the 11 Hamlets, are zoned Rural Residential (R-4). There are only three properties within the Region that are zoned Manufactured Home Park (MHP).

Residential uses are also permitted as-of-right in the following specific zones, either as the main use or accessory to the main use:

- General Commercial (GC)
- Highway Commercial (HC)
- Local Commercial (LC)
- Rural Commercial (RC)
- Prime Agriculture (P/Ag)
- Agricultural Priority Two (AR-2)
- Agricultural Priority Three (AR-3)
- General Resource (GR)
- Resource Industrial (M-1)
- Hamlet Industrial (M-2)
- Local Industrial (LI)

- Institutional (I)

The WHMPS has a general housing policy similar to that of the Hantsport document which outlines that Council is to encourage the provision of housing adequate to meet the needs of all residents, allow for a range of housing types, include flexible development standards, and permit secondary suites within and accessory to single and two-unit dwellings in all zones.

There are specific residential policies for each of the Growth Centres, Brooklyn and Hamlet designations. The following chart outlines the provisions of each designation.

Designation	Council can consider...
<b>Three Mile Plains Growth Centre</b>	<ul style="list-style-type: none"> <li>• rezoning land to the Single Unit Residential (R-1) and Two Unit Residential (R 2) zones</li> <li>• rezoning land to the Multiple Unit Residential (R-3) zone</li> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ a multiple unit residential development over three storeys in height</li> <li>○ a manufactured home park, or</li> <li>○ grouped dwellings of six or more dwelling units</li> </ul> </li> </ul>
<b>Falmouth Growth Centre</b>	<ul style="list-style-type: none"> <li>• rezoning land to the Single Unit Residential (R-1) and Two Unit Residential (R 2) zones</li> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ a comprehensively designed multiple residential development</li> <li>○ grouped dwellings of six or more dwelling units, or</li> <li>○ manufactured home parks</li> </ul> </li> </ul> <p>Council prohibits the development of mobile homes on separate lots which are not part of a manufactured home park in the Falmouth Growth Centre</p>
<b>Brooklyn</b>	<ul style="list-style-type: none"> <li>• rezoning land to the Single Unit Residential (R-1) and Two Unit Residential (R 2) zones</li> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ proposals for stand-alone multiple unit and grouped single, two and multiple unit dwellings consisting of three or more units</li> </ul> </li> </ul>
<b>Hamlet</b>	<ul style="list-style-type: none"> <li>• rezoning land to the Rural Residential (R-4) zone</li> <li>• development agreements to allow:</li> </ul>

	<ul style="list-style-type: none"> <li>○ proposals for stand-alone multiple unit dwellings, grouped single, two and multiple unit dwellings consisting of three or more units</li> <li>• not to permit multiple unit residential development in Hamlets except as permitted through a development agreement</li> </ul>
<b>General Resource (GR)</b>	<ul style="list-style-type: none"> <li>• development agreements to allow: <ul style="list-style-type: none"> <li>○ proposals for stand-alone multiple unit dwellings and grouped single and two unit dwellings consisting of three or more units, or</li> <li>○ comprehensive proposals for resort development incorporating residential, commercial, community, recreation and tourist-oriented uses</li> </ul> </li> </ul>

### ***Windsor***

The Windsor Municipal Planning Strategy (WMPS) establishes the Residential designation and the Single Unit Residential (R-1), Two Unit Residential (R-2), Medium Density Residential (R-3), and High Density Residential (R-4) zones.

Residential uses are also permitted as-of-right in the following specific zones, either as the main use or accessory to the main use:

- Town Centre (TC)
- Waterfront Development District (WDD)
- Wentworth Road Commercial (WR-C)
- Institutional (I)
- General Commercial (GC)
- Highway Commercial (HC)
- Agriculture (AG)

The WMPS has a general housing policy similar to the Hantsport and West Hants documents which outlines that Council is to encourage the provision of housing adequate to meet the needs of all residents, allow for a range of housing types, include flexible development standards, and permit secondary suites within and accessory to single and two-unit dwellings in all zones.

The Waterfront Development District (WDD) zone in the community of Windsor is the only area where bonus height (2 extra storeys) is permitted when the developer either partners with an affordable housing partner (CMHC, Housing NS, or other approved agency) to create at least 50% of the additional post-bonus floor area as affordable housing units or provides another public benefit such as public art, sustainable building design (LEED), or open space investment.

The Waterfront Development District (WDD) zone also requires at least 20% of the total number of dwelling units in a multiple unit building to include two or more bedrooms.

There are specific residential policies for each of the Residential and Commercial designations. The following chart outlines the provisions of each designation.

<b>Designation</b>	<b>Council can consider...</b>
<b>Residential</b>	<ul style="list-style-type: none"> <li>• rezoning land zoned Single Unit Residential (R-1) to the Two Unit Residential (R 2) zone</li> <li>• rezoning land zoned for higher density development to a lower density residential zone</li> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ 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,</li> <li>○ dwellings in excess of three storeys, or</li> <li>○ mixed use residential/commercial developments with two or more dwelling units (Policy 9.1.1)</li> </ul> </li> </ul> <p>Council prohibits rezoning to the Medium Density Residential (R-3) or High Density Residential (R-4) zone.</p>
<b>Commercial</b>	<ul style="list-style-type: none"> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ mixed use development.</li> </ul> </li> </ul>
<b>Town Centre</b>	<ul style="list-style-type: none"> <li>• development agreements to allow:               <ul style="list-style-type: none"> <li>○ the construction of a new residential building containing three or more dwelling units, or</li> <li>○ an increase in the number of dwelling units in an existing residential building</li> </ul> </li> </ul>
<b>Pesaquid Comprehensive Development District</b>	<ul style="list-style-type: none"> <li>• development agreement to allow:               <ul style="list-style-type: none"> <li>○ a change in use in an existing building to a use which is not permitted in the Town Centre (TC) zone,</li> <li>○ new main buildings, or</li> <li>○ additions in excess of 1,000 ft<sup>2</sup> (92.9 m<sup>2</sup>) in floor area.</li> </ul> </li> </ul>
<b>Waterfront Development District</b>	<ul style="list-style-type: none"> <li>• site plan approvals to allow:               <ul style="list-style-type: none"> <li>○ new main buildings; or</li> <li>○ additions in excess of 1,000 ft<sup>2</sup> (92.9 m<sup>2</sup>) in floor area.</li> </ul> </li> </ul>

<b>Wentworth Road Gateway District</b>	<ul style="list-style-type: none"> <li>• a development agreement to allow: <ul style="list-style-type: none"> <li>○ proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings.</li> </ul> </li> </ul>
<b>Industrial</b>	<ul style="list-style-type: none"> <li>• development agreements to allow: <ul style="list-style-type: none"> <li>○ mixed use development outside the industrial parks.</li> </ul> </li> </ul>

### **Defining Affordable Housing**

Canada Mortgage and Housing Corporation (CMHC) defines affordable housing as “housing that costs less than 30% of a household’s before-tax income.” The CMHC website states that “many people think the term “affordable housing” refers only to rental housing that is subsidized by the government. In reality, it’s a very broad term that can include housing provided by the private, public and non-profit sectors. It also includes all forms of housing tenure: rental, ownership and co-operative ownership, as well as temporary and permanent housing.”

To regulate the provision of affordable housing within developments the Municipality would require amendments to its planning documents to add a definition of “affordable housing” and create specific policies and regulations to require affordable units to be provided within developments. Similarly, to the Waterfront Development District in Windsor, the Municipality would most likely have to provide proof of a partnership with CMHC, Housing Nova Scotia or other agency to determine the policy and regulations are met.

### **Affordable Housing Policies in Other Jurisdictions**

Staff reviewed affordable housing policies in other jurisdictions, including the Town of Bridgewater and Halifax Regional Municipality (HRM).

The Town of Bridgewater defines affordable housing as “housing which costs less than 30% of before-tax household income”. The Town allows council to consider permitting an additional 20% increase to the maximum permitted residential density, where 100% of those additional units meet the definition of affordable housing, in specific residential and commercial zones.

In comparison, HRM has provisions for incentive or bonus zoning in specific areas of the municipality. In one area, HRM Council can consider a mixed-use, mid-rise building that exceeds the height, the density and certain other requirements of the zone in exchange for entering into an incentive or bonus zoning agreement to provide affordable housing dwelling units within a development agreement. In this case, where the development exceeds 50 ft. (15.25 m.) in height, the applicant is to provide a public benefit in the form of a minimum of 18 affordable

housing dwelling units that are provided for at least a period of 180 consecutive months, commencing on the initial occupation date.

The HRM planning documents state that the monthly rent for affordable housing dwelling units “shall be no more than 70% of the average market rent for an equivalent new unit in the HRM, calculated at the time the incentive or bonus zoning agreement is reached. Average market rent will be based on the latest publicly available information from Canadian Mortgage and Housing Corporation. Such rent shall include heat, electricity and hot water, and may exclude parking, cable, internet and telephone.” It goes on to state that the “monthly rent for each affordable housing dwelling unit may increase annually, at a rate no greater than the Halifax All-Items Consumer Price Index, calculated by Statistics Canada”. The developer must provide an agreement that “is signed between the property owner and an appropriate affordable housing provider whose purpose is to improve and increase the affordable housing stock of the Province” and ensure that the affordable housing dwelling units are dispersed throughout the development.

In other areas of HRM, developers must provide a public benefit, which includes a minimum of 60% of money-in-lieu for affordable housing, to receive permission for increased density with a development. The Municipality can then use the money-in-lieu of affordable housing for the rehabilitation of existing affordable housing units, the acquisition of buildings, housing units, or properties for affordable housing, the creation of new affordable housing units by a not-for-profit organization or registered Canadian charitable organization, or entering into a housing agreement with the Minister of Community Services or Canada Mortgage and Housing Corporation, or any body corporate or agency having similar objects to Canada Mortgage and Housing Corporation with respect to projects pursuant to the National Housing Act (Canada).

### **For Consideration**

There are several ways the planning documents could be updated to attempt to increase the affordability of housing, including any or all of the following:

- removing the Single Unit Residential (R-1) zone in serviced areas;
- reducing minimum lot size requirements in serviced areas;
- allowing more density as-of-right in serviced areas;
- allowing mixed uses in serviced areas; and
- requiring a portion of affordable units within multiple unit dwellings.

Any of these options would need more thorough review on the potential impacts prior to planning document amendments being made.

### **NEXT STEPS**

The Committee should discuss and provide feedback to staff on whether amendments to the housing 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 housing policies and regulations in the Municipal Planning Strategy's and Land Use By-law's 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 Housing

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

Sara Poirier, Director of Planning and Development

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

Mark Fredericks, Senior Planner

## Attachment A

1998, c. 18

municipal government

303

### STATEMENT OF PROVINCIAL INTEREST REGARDING HOUSING

#### GOAL

To provide housing opportunities to meet the needs of all Nova Scotians.

#### BASIS

Adequate shelter is a fundamental requirement for all Nova Scotians.

A wide range of housing types is necessary to meet the needs of Nova Scotians.

#### APPLICATION

All communities of the Province.

#### PROVISIONS

1. Planning documents must include housing policies addressing affordable housing, special-needs housing and rental accommodation. This includes assessing the need and supply of these housing types and developing solutions appropriate to the planning area. The definition of the terms affordable housing, special-needs housing and rental housing is left to the individual municipality to define in the context of its individual situation.
2. Depending upon the community and the housing supply and need, the measures that should be considered in planning documents include: enabling higher densities, smaller lot sizes and reduced yard requirements that encourage a range of housing types.
3. There are different types of group homes. Some are essentially single detached homes and planning documents must treat these homes consistent with their residential nature. Other group homes providing specialized services may require more specific locational criteria.
4. Municipal planning documents must provide for manufactured housing.

#### IMPLEMENTATION

1. These statements of provincial interest are issued under the *Municipal Government Act*. The Minister of Municipal Affairs and Housing, in cooperation with other provincial departments, is responsible for their interpretation.
2. Provincial Government departments must carry out their activities in a way that is reasonably consistent with these statements.

3. New municipal planning documents as well as amendments made after these statements come into effect must be reasonably consistent with them.
4. Councils are encouraged to amend existing planning documents to be reasonably consistent with the statements. Where appropriate, the preparation of intermunicipal planning strategies is encouraged.
5. Reasonably consistent is defined as taking reasonable steps to apply applicable statements to a local situation. Not all statements will apply equally to all situations. In some cases, it will be impractical because of physical conditions, existing development, economic factors or other reasons to fully apply a statement. It is also recognized that complete information is not always available to decision makers. These factors mean that common sense will dictate the application of the statements. Thoughtful innovation and creativity in their application is encouraged.
6. Conflicts among the statements must be considered and resolved in the context of the planning area and the needs of its citizens.
7. The Department of Municipal Affairs and Housing, with other Provincial departments, may prepare guidelines and other information to help municipalities in implementing the statements. Provincial staff are available for consultation on the reasonable application of the statements.

1998, c. 18, Sch. B; O.I.C. 2000-483; O.I.C. 2000-485; O.I.C. 2006-121; O.I.C. 2014-71; O.I.C. 2019-150; O.I.C. 2021-58; O.I.C. 2021-209.

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**MUNICIPALITY** *of the*  
**COUNTY** *of* **KINGS**

September 21, 2023

File#22-04

**Re: Notice of Public Hearing**

I am writing to notify you of a Public Hearing that will take place on Tuesday, OCTOBER 3, 2023 at 6:00 p.m. in the Council Chambers of the Municipal Complex, 181 Coldbrook Village Park Drive, Coldbrook. The Public Hearing is being held for the following planning items:

- A DEVELOPMENT AGREEMENT permitting the expansion of an existing fish farm at 1165 Black River road, Black River Lake
- Amendments to the text of the Land Use By-law to permit the development of accessory dwellings in Residential Zones and grouped dwellings within the Residential One and Two Unit (R2) Zone

The purpose of this meeting is to provide an opportunity for persons who wish to speak on the proposals to make their opinions known to Council. Your attendance at this Hearing is welcome, but not mandatory.

You are being notified of this Public Hearing because the planning applications being considered involve properties located within three miles of your municipality's boundary.

If you would like more information, please do not hesitate to contact me at 902-690-6102 or by email at [Imosher@countyofkings.ca](mailto:Imosher@countyofkings.ca).

Sincerely,

Laura Mosher MCIP LPP  
Manager – Planning and Development Services