



West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY
Planning and Heritage Advisory Committee (PAC/HAC) Agenda
May 8, 2025 – 6:00pm
Sanford Council Chambers and Zoom / YouTube 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 \(April 10, 2025\)](#)**
- 6.0 New Business**
 - 6.1 [File #24-11 Development Agreement: 60 Old Walton Rd, Upper Burlington \(Will Hong\) - Pg. 3](#)
 - 6.2 [File #25-04 Development Agreement Amendment: PID 45056363 Upper Water Street, Windsor \(Kari Fougere\) - Pg. 55](#)
- 7.0 Business Arising from the Minutes**
 - 7.1 [Committee Q&A - Pg. 106](#)
- 8.0 Upcoming Public Information Meeting – May 21, 2025**
 - 8.1 File #25-18 Development Agreement: Bear Lake Wind Farm – Revised (Kari Fougere)
- 9.0 [File Updates - Pg. 107](#)**
 - 9.1 File #24-22 Development Agreement: 411 King Street, Windsor Phase 2 (Alex Dunphy)
 - 9.2 File #25-13 Development Agreement: Bear Lake Wind Farm (Kari Fougere)
 - 9.3 File #25-07/11/12 Development Agreement and Rezoning: PIDs 45055241, 45190386, and 45366457, Wentworth Rd, Windsor (Will Hong)
 - 9.4 File #24-26 Rezoning: 1177 King Street, Windsor, PID 45053816 (Alex Dunphy)
 - 9.5 File #25-05 Development Agreement: PID 45382934, Highway 14, Windsor Forks (Alex Dunphy)
 - 9.6 File #24-25 Rezoning: 33 Lakewood Drive, Brooklyn, PID 45017183 (Will Hong)

- 9.7 File #25-01 Rezoning and WHLUB Amendments: PID 45405784, College Rd, Windsor (Will Hong)
- 9.8 File #23-21 Windsor, West Hants and Hantsport MPS/LUB Amendments: Housing Accelerator Fund Initiatives #1-3 (Will Hong)
- 9.9 File #23-33 Development Agreement: PID 45402831 Windsor Back Road, Three Mile Plains (Alex Dunphy)
- 10.0 [Building and Development Activity Reports \(April 2025\) - Pg. 110](#)**
- 11.0 Notices from Adjacent Municipal Units**
- 11.1 [Municipality of Chester – Public Hearing: Short Term Rentals - Pg. 111](#)
- 12.0 Public Comments**
- 13.0 Next Meeting Date (June 12, 2025) / Adjournment**



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Will Hong, Planner

Date: May 8, 2025

Subject: File#24-11 Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069)

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommend 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 an automotive repair shop at Old Walton Road, Upper Burlington, PID 45168069 in a manner substantively the same as the draft set out in Attachment C of the report File #24-11 to the Planning and Heritage Advisory Committee report dated May 8, 2025.

...that PAC/HAC recommends that Council require that the development agreement with Matthew Moore 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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A completed application was received from Matthew Moore on February 3, 2025. The application was to consider permitting an automotive repair shop on PID 45168069 on Old Walton Road in Upper Burlington by development agreement.

DISCUSSION

The subject lot PID 45168069 is a 1.50-acre of land designated Agriculture within the West Hants Generalized Future Land Use Map (GFLUM) (Figure 1) and zoned Agriculture Priority Two (AR-2) on Schedule A of the West Hants Land Use By-law (WHLUB) (Figure 2). This parcel has frontage on Old Walton Road, with approximately 220 ft.

Properties surrounding the subject lots are all designated Agriculture and zoned Agriculture Priority Two (AR-2). Nearby properties consist of single unit residences, farms, and a community centre.

Proposal

The property owners are proposing to enter into a development agreement to allow an automotive repair shop on the property. Attachment C contains the draft development agreement for the subject lot and the conditions under which the development may occur.

The automotive repair shop will be contained within an existing garage adjacent to the single unit dwelling where the applicant and his family reside. Permitted uses and development location are listed in Section 2.1, *Use*, and Section 2.2, *Development Location and Design*, of the draft development agreement.

The draft development agreement requires any refuse containers and outdoor parking for non-operating vehicles associated with the automotive repair shop be screened from abutting properties through either a natural buffer, walls or opaque fences with at least 6 ft. in height.

The properties are not serviced by Municipal water or sewer therefore any water supply or septic disposal required for the development would need to be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the property owners. The development will use the existing driveway access, and the draft development agreement requires the access must be maintained to a standard adequate to allow for access by emergency service vehicles.

Section 2.10, *Hours of Operation*, of the draft development agreement limits the proposed development to operate between 8:00 a.m. and 5:00 p.m. daily, Monday to Friday, inclusive. This hour of operation ensures that late-night disturbances to the adjacent dwellings will be minimized.

Development Agreement

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

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

West Hants Land Use By-law

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

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

West Hants Municipal Planning Strategy

WHMPS Specific Criteria

Policy 8.9.4 of the WHMPS establishes Council’s intention to consider Resource Industrial (M-1) uses in the Agricultural Priority Two (AR-2) zone. The automotive repair shop is a permitted use listed in the Resource Industrial (M-1) zone. This policy also outlines the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- an agrologist report was provided in accordance with Policy 8.6.1 and has determined that the development site has constraints which limit the use of land for agricultural purposes;

- the proposed uses will not compromise or adversely affect the surrounding properties regarding their operation or integrity of agricultural operations; and
- the development is compatible with adjacent land uses with respect to traffic generation and traffic safety and hours of operation.

WHMPS General Criteria

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

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated;
- the development control staff, Manager of Building and Fire Inspection Services, Manager of Public Works Operations and Nova Scotia Department of Public Works have no concerns which have not been addressed in this report or the development agreement.

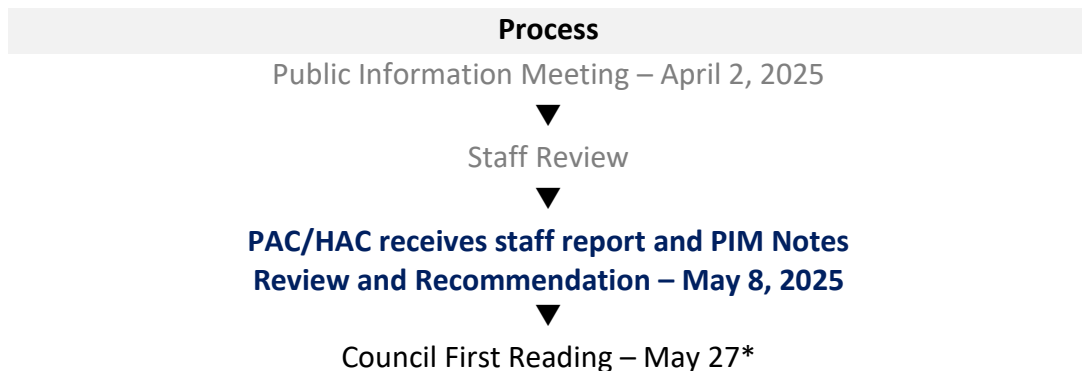
Staff have not yet received a reply from Fire Chief. Staff hope to have this response prior to the Planning and Heritage Advisory Committee meeting.

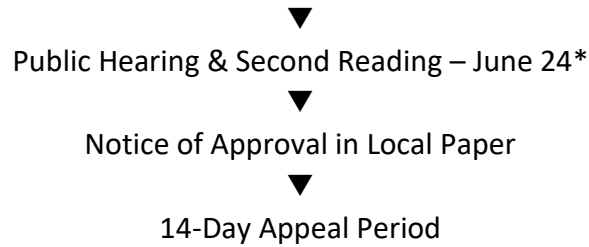
MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan Coastal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lot. Still, 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, policies and criteria of the WHMPS. As a result, it is reasonable to enter into a development agreement to allow a motor vehicle repair and service business on PID 45168069 on Old Walton Road.





*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality 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;
- 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	Specific Criteria for a Development Agreement
Attachment B	General Criteria for a Development Agreement
Attachment C	Draft Development Agreement
Attachment D	Agrologist Report for PID 45168069
Attachment E	Public Information Meeting Notes

Report Prepared by: _____
Will Hong, Planner

Report Approved by: _____
Kari Fougere, Acting Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

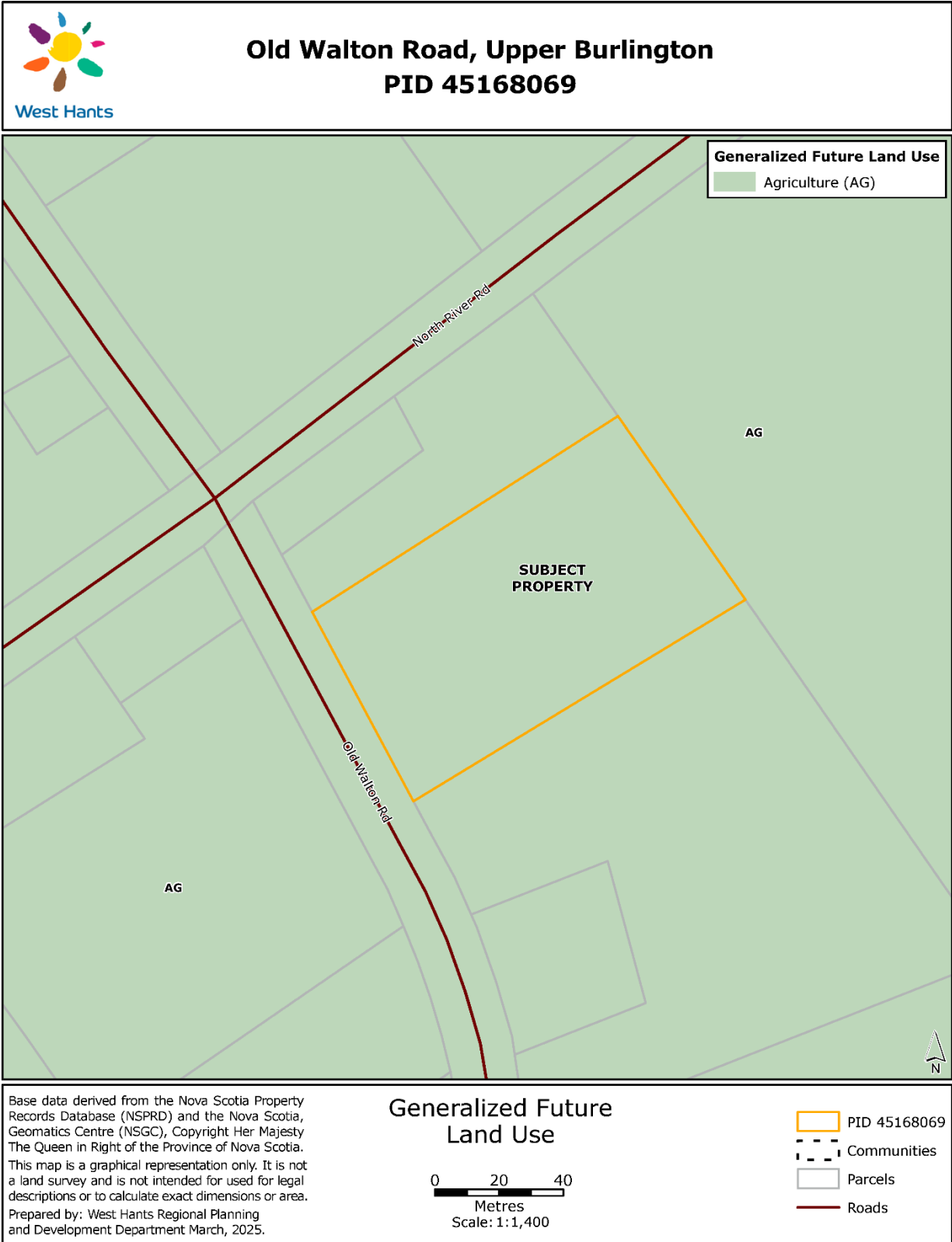
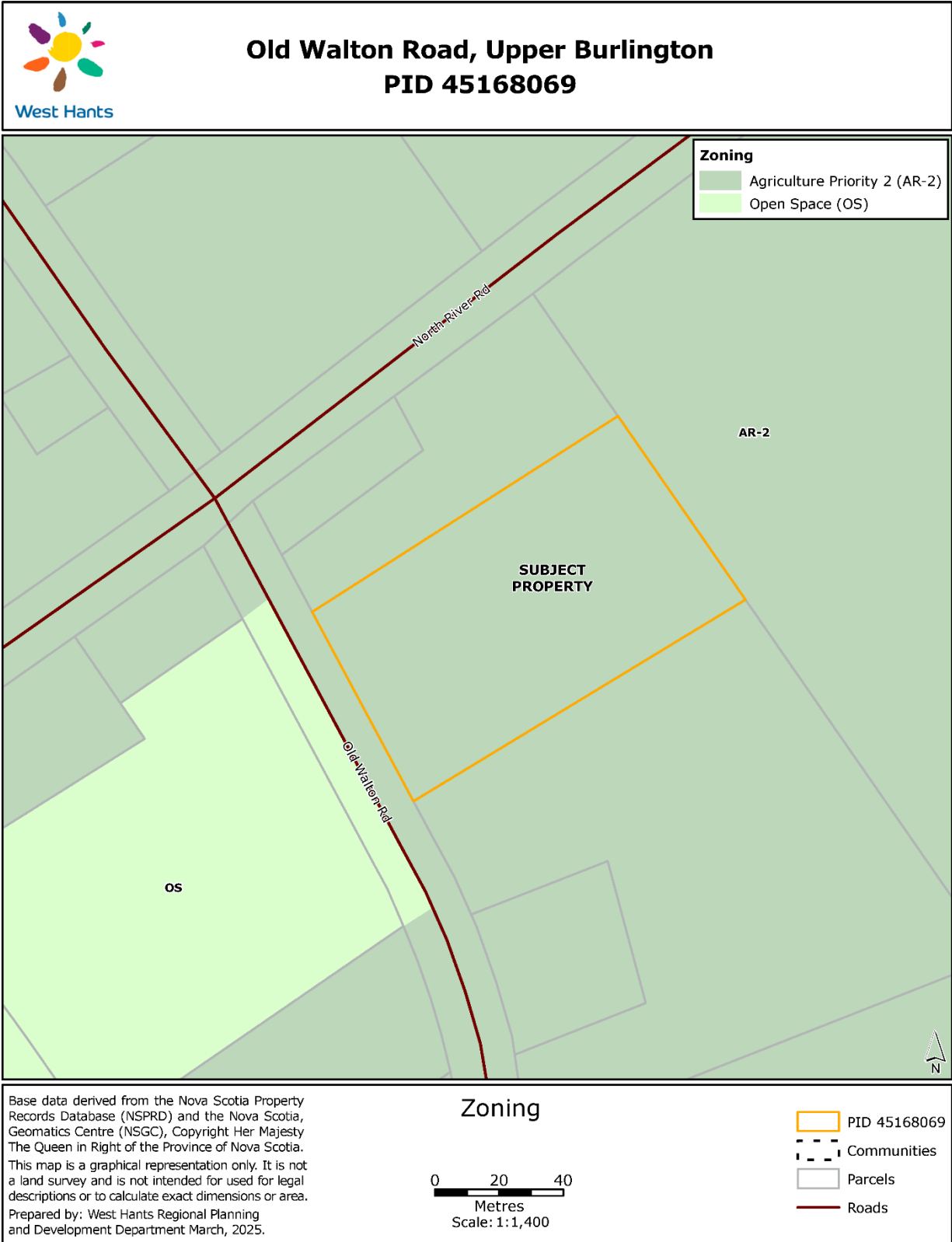


Figure 2 – West Hants Zoning Map Extract



Attachment A
Specific Criteria for Development Agreement

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

CRITERIA	COMMENT
<i>(a) the development site has been determined to have little or no agricultural capability in accordance with Policy 8.6.1;</i>	Please see summary below for Policy 8.6.1.
<i>(b) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i>	Please see summary below for Policy 8.6.1.
<i>(c) the predominant agricultural character of the area will not be adversely affected;</i>	Please see summary below for Policy 8.6.1.
<i>(d) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i>	The existing garage is approximately 70 ft. from the right lot line and 200 ft. from the rear lot line. These 20 ft. and 200 ft. setbacks are above the minimum setback and yard requirements in accordance with Section 5.1 of the WHLUB. The draft development agreement also requires that the property owner keeps refuse containers and non-operating vehicles screened from the abutting properties which may include landscaped buffer, fences, or walls. Therefore, there are adequate separation distance and buffering between agriculture and non-agricultural uses.
<i>(e) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i>	The automotive repair shop is proposed within an existing garage on the property, which limits the size of further expansion. The existing garage is of height and bulk that is consistent with the adjacent built form. In

	<p>addition, the use is permitted in the Resource Industrial (M-1) and Policy 8.9.4 allows Council to consider this development in the Agriculture Priority Two (AR-2) zone. The proposed business would provide an alternative option of automotive repair service to the local residents and adjacent farmers in Upper Burlington area.</p>
<p><i>(f) safe and efficient roadway access is provided;</i></p>	<p>Old Walton Road is a provincially owned road under the jurisdiction of the Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding this criteria.</p>
<p><i>(g) adequate on-site parking is provided;</i></p>	<p>All parking required for the proposed uses must be provided on the subject lot. Parking requirements outlined in the draft development agreement ensure at least one parking space is provided for every 300 commercial area, therefore a minimum of three parking spaces are required for the proposed use. Plus, the parking spaces shall be a minimum of 10 ft. x 20 ft. (3.05 m. x 6.10 m.).</p>
<p><i>(h) the development is compatible with adjacent land uses with respect to:</i></p>	
<p><i>(i) traffic generation and traffic safety;</i></p>	<p>Old Walton Road is a provincially owned road under the jurisdiction of the Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding traffic generation or safety from this development.</p>
<p><i>(ii) hours of operation;</i></p>	<p>In the draft development agreement, the hours of operation would be limited to between 8 a.m. and 5 p.m. daily, Monday to</p>

	Friday, inclusive. This hour of operation would be compatible with the adjacent residential uses, which ensures that late-night disturbances are minimized.
<i>(iii) size and design of building(s);</i>	In the draft development agreement, the proposed automotive repair shop will be entirely contained within the existing garage on the subject lot. Any change to the size of the garage building will be considered a substantive amendment to the development agreement and will require further review.
<i>(iv) signage; and</i>	Signage will be regulated under sections 5.18 the LUB which controls size, location, and number of signs.
<i>(v) pedestrian circulation and safety;</i>	No impact on pedestrian traffic or safety is anticipated. It is anticipated that people will drive to and from the subject lots for the proposed uses. It is not anticipated that people will walk to the property for the proposed use.
<i>(i) any other matter which may be addressed in a development agreement;</i>	All other matters are addressed elsewhere in this report.
<i>(j) Policy 16.3.1.</i>	Please see summary below for Policy 16.3.1.

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

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

CRITERIA	COMMENT
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<p><i>(a) 90 percent or more of the development site is an existing or abandoned resource extraction site such as a sand pit, gravel pit or quarry for which a permit for extraction has been issued by the Province of Nova Scotia. The resource extraction must have been existing or abandoned prior to the effective date of this Strategy; or</i></p>	<p>Not applicable as the subject lot is not an existing or abandoned resource extraction site.</p>
<p><i>(b) if not a resource extraction site, a study has been prepared by a professional agrologist, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations and:</i></p>	<p>An agrologist report has been submitted as part of the application prepared by a Professional Agrologist, at the expense of the applicant, which concludes that the proposed development on PID 45168069 will not adversely affect the viability of surrounding agricultural operations.</p>
<p><i>(i) 90 percent or more of the development site has soils defined as Class 4 or lower capability for agriculture; or</i></p>	<p>Not applicable as the agrologist report identified that the subject lot has primarily Class 2 and possibly some Class 3 soil.</p>
<p><i>(ii) the soils have a capability for agriculture rating better than Class 4, but 90 percent or more of the development site exhibits severe limitations for agricultural use because of slope, stoniness, salinity, wetness, permeability, depth of soils, size of parcel or proximity to non-farm buildings;</i></p>	<p>The agrologist report states that the soil is rated as Canada Land Inventory (CLI) Class 2 with some Class 3 land in areas but has constraints which limit the use of the land for agriculture. The primary limitation for agriculture is the parcel size, as half of the lot is already developed with a residence and a garage. The agrologist reports that “the lot size is far too small for agriculture production and is a logical extension of the existing non-farm private building lot”.</p>
<p><i>(c) the study shall:</i></p>	
<p><i>(i) be prepared by a registered full member of the Nova Scotia Institute of Agrologists;</i></p>	<p>Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA).</p>

<p><i>(ii) require a site inspection by the agrologist;</i></p>	<p>The agrologist performed a site inspection on Friday, October 4, 2024.</p>
<p><i>(iii) specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;</i></p>	<p>The agrologist report specifies that soil capability for agricultural uses was determined by assessing the Soil Map of Hants County sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. The agrologist confirmed the information from the mapping during the site visit.</p>
<p><i>(iv) identify any major site features or characteristics which influence or determine soil capability including, but not limited to, slope, soil texture, stoniness, wetness, salinity, permeability, and depth of soils;</i></p>	<p>Please refer to the Study Criteria section in Attachment D.</p>
<p><i>(v) include a site plan illustrating the area studied and any relevant site features;</i></p>	<p>The site plan is included within Attachment D.</p>
<p><i>(vi) identify reasons why the use would be compatible with, or not adversely affect, area farms. Reference should be made to the following where applicable: site and locational constraints; infilling between existing non-farm development; logical extension of existing non-farm development; special use with special locational requirements; current pattern of development; parcel size and shape; surrounding land uses; context within which the parcel fits into the farming area; viability of the parcel and remnant for farming; and existing, past and future use of the parcel and remnant;</i></p>	<p>The report states that “the site has severe limitations for agriculture due to the lot size, location and the type of development that is being considered. The lot size is far too small for agriculture production and is a logical extension of the existing non-farm building lot”. In terms of the impact on the surrounding land uses, the agrologist further stated that “the development will not interfere with any adjacent farm activities or negatively affect the viability of the farming area as there will be no smell, influx of people, and/or competing activities”.</p>

<p><i>(vii) indicate the implications of letting the parcel go out of agricultural production; and</i></p>	<p>The agrologist report states that “removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not currently being farmed”.</p>
<p><i>(viii) indicate the implications of fragmenting the land.</i></p>	<p>PID 45168069 is a 1.50-acre lot on Old Walton Road. The lot is not currently in agricultural production and would not result in fragmentation of agricultural land.</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
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Public works Engineering Division commented that no municipal water or sewers are available in the Upper Burlington area. The existing on-site systems may be adequate or may require upgrades. See Policy 16.3.1 (b) below.
<i>(ii) the adequacy of school facilities;</i>	No inquiry was submitted to the Director of Operations for the Annapolis Valley Regional Centre for Education related to this application as the proposed use does not have any impact on the school facilities.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	In response to an inquiry, the Manager of Building and Fire Inspection Services stated they have no issues with the proposed development. The Manager further stated that “a fire inspection will be required on the building being used for the repair shop for fire & life safety once approved.”.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding the adequacy of road networks for the proposed development.

<p><i>(v) the financial capacity of the Municipality 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) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i></p>	<p>The property is not serviced by municipal water and sewer. The property owner is responsible for installing and maintaining all on-site servicing system to accommodate the proposed development, which is subject to provincial regulations.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding this criteria.</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 they have no concerns regarding the adequacy of the dimensions and shape of the lot for the intended use.</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>The Development Officer commented that they have no concerns regarding the pattern of development which the proposal might create.</p>
<p><i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses and wetlands, and susceptibility of flooding;</i></p>	<p>The lot slopes gently from left to right side of the lot line, with no visible water course and wetlands on the lot. The Municipal Climate Change Action Plan Costal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lot.</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>There are no other relevant policies of this Strategy.</p>
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Attachment C – Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2025.

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 -

Matthew Moore, of PID 45168069, 60 Old Walton Road, Upper Burlington, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at 60 Old Walton Road, Upper Burlington (PID 45168069) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Agriculture Priority Two (AG-2) 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 an Automotive Repair Shop contained within the existing garage on the Property (the “Development”); and

WHEREAS Policy 8.9.4 of the Municipal Planning Strategy and Section 6.1 (s) of the Land Use By-law enable Council to consider entering into a development agreement to allow Resource Industrial (M-1) uses in the Agricultural Priority Two (AR-2); and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day, 20XX** 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.

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) an Automotive Repair Shop contained within the existing garage as shown on Schedule B

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 proposed automotive repair shop shall be contained entirely within the existing garage identified as “Garage” on the Site Plan, Schedule B.
- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law.
- (c) Minor modifications to the existing garage that are necessary to meet Building Code requirements shall be permitted.

2.3 Access and Egress

- (a) The Owner shall 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 maintained to create a stable surface for vehicle traffic and be clearly demarcated by the Owner.
- (c) Pedestrian access to the automotive repair shop entrance must be clear from any obstructions.

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 three parking spaces shall be provided for the Development.
- (c) Outside parking aisles and spaces shall be constructed 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.

(e) In accordance with Section 5.40 of the Land Use By-law, the number of parking spaces may be varied by the Development Officer subject to the requirements of the *Municipal Government Act*.

2.5 Screening

Refuse containers and outdoor parking for non-operating vehicles associated with the Development shall be screened from abutting 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 6 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 6 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.

2.6 Servicing

(a) Waste Collection

- (i) The Owner shall be solely responsible for, and shall bear all costs and expenses arising from, the collection, storage, and disposal of oil, petroleum products, garbage, and any other recyclable or waste materials generated in connection with the operation of 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 Owner shall be responsible for constructing, installing and maintaining the water and sewer services required to accommodate the Development. Such approvals shall be obtained in accordance with Provincial Regulations. All costs associated with the on-site servicing systems shall be the responsibility of the Owner.

(c) Snow Plowing

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

2.7 Maintenance

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

2.8 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.

2.9 Fire Safety

All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.10 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 8:00 a.m. and 5:00 p.m. daily, Monday to Friday, inclusive.

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 approved in writing by the Development Officer without a public hearing, in accordance with Section 230 of the *Municipal Government Act*, provided that the Development Officer determines that the changes do not significantly alter the intended effect of this Agreement.

3.3 The following matters are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;

(b) the location of the Development as listed in Section 2.2, *Development Location and Design*.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*.

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 applicable 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) 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's Chief Administrative Officer 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 may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(b) 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 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 Matthew Moore, 60 Old Walton Road, Upper Burlington, Nova Scotia, 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 2A0, 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

)

)

Per: _____

Witness

) Matthew Moore

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20**2X**, 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. 20 **XX**, 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. 20**XX**, 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, **Matthew Moore**, 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 _____, 20XX
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

**Schedule A
Legal Description**

PID 45168069

Parcel Description

Municipality/County: Hants

Designation of Parcel on Plan: Lot A

Title of Plan: Plan of survey made by G.D. Spence, P.L.S. dated the 12th day of May, 1966.

Registration County: Hants

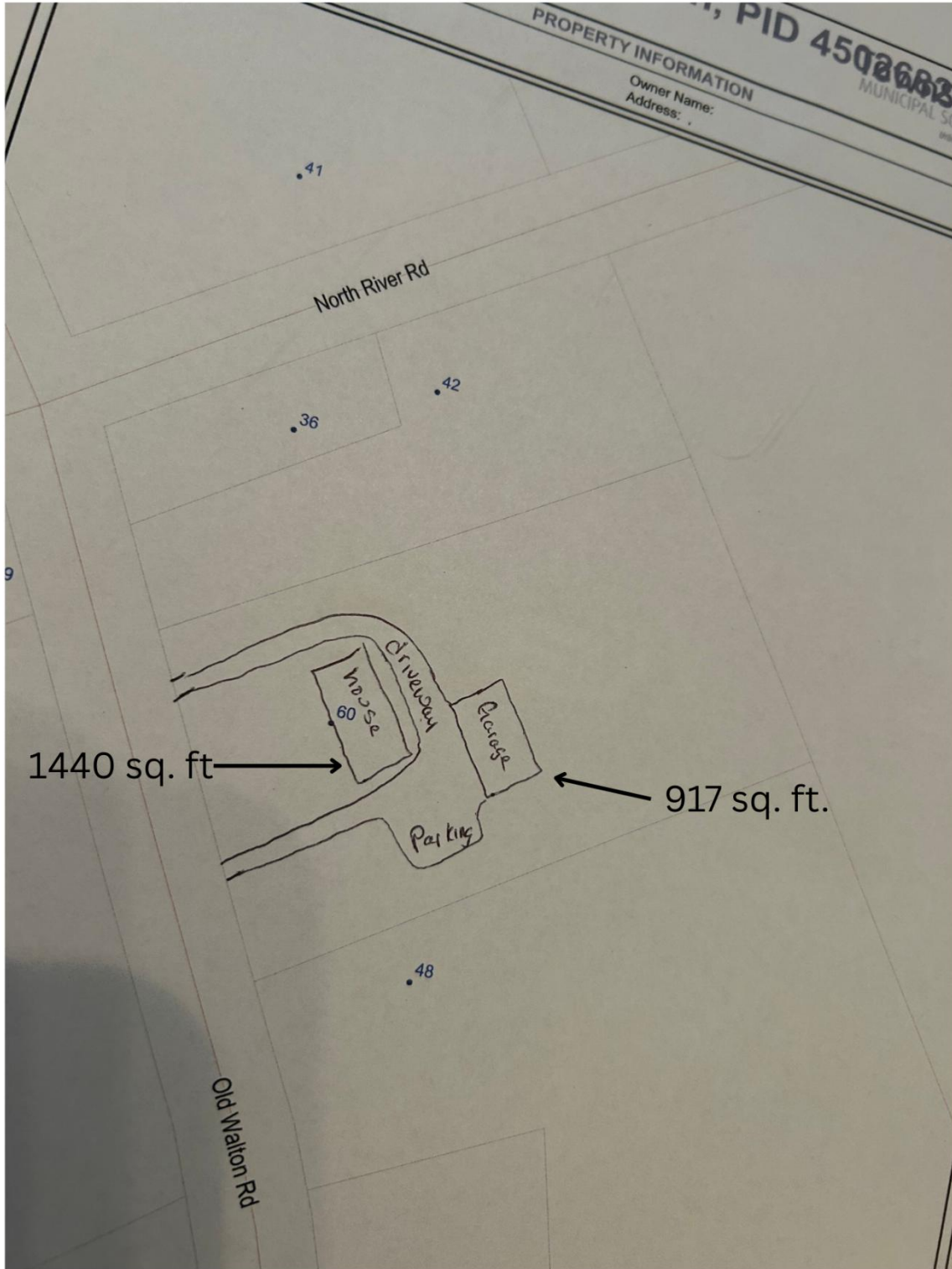
Registration Reference of Plan:283-179

Subject to a Right of Way in favor of Nova Scotia Light and Power Company Limited as outlined in Book 217 at Page 226.

Subject to a Right of Way in favor of Avon River Power Company Limited as outlined in Book 191 at Page 315.

The above parcel complies with the subdivision requirements of the Municipal Government Act as an approved plan of subdivision has been filed under the Registry Act or registered or recorded under the Act.

Schedule B
Site Plan



Attachment D – Agrologist Report for PID 45168069

**PROFESSIONAL AGROLOGST REPORT
DETERMINATION OF AGRICULTURAL CAPABILITY**

LAND REZONING REQUEST OF PID #45168069

for

Matt Moore & Kim Burgess

October 2024



Managing Today for Tomorrow

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

Email: yvonne@thyagrissenconsulting.ca

Website: www.thyagrissenconsulting.ca

I. Scope of Work

A development agreement request is being made by Matt Moore & Kim Burgess, co-owners of a 1.5-acre parcel of land (PID #45168069) located at 60 Old Walton Road, Upper Burlington, NS. Mr. Moore wishes to have his motor vehicle repair and service business – R & H Automotive - licensed as a motor vehicle inspection facility which requires a development agreement from the Municipality. The PID is currently zoned Agricultural Priority Two (AR-2), and is the location of both their personal residence and the motor vehicle business.

The West Hants Municipal Planning Strategy (WHMPS) and Land Use By-Law outlines a process that land owners are required to undertake when requesting a development agreement from Council to rezone 'agricultural' land. This report complies with Policy 8.6.1 of the WHMPS, providing a Professional Agrologist study to determine agricultural capability of the land. This section of the strategy acknowledges that the scale of the Canada Land Inventory (C.L.I.) mapping, upon which the agricultural designation is based, is generalized. As such there may be pockets of land with a higher or lower capability rating. A land-use by-law amendment or development agreement process provides an opportunity for owners of land with minimal or no agricultural capability to use the property for certain non-farm development, provided the development will not interfere with adjacent farm activities or negatively affect the viability of the farming area.

Policy 8.6.1 of WHMPS outlines the parameters for determining agricultural capability of a land parcel, and the criteria that the Professional Agrologist study needs to address.

II. Professional Agrologist – Yvonne Thyssen-Post

Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a Professional Agrologist with over 40 years experience. She is a registered full member of the Nova Scotia Institute of Agrologists (NSIA), member ID #19311. Confirmation of current membership is provided in Appendix A. She holds a Bachelor of Science in Agriculture from McGill University as well as a Masters of Adult Education from St. Francis Xavier University. Her experience includes 14 years as an agricultural extension worker with the Nova Scotia government, followed by 28 years as a private consultant serving the agricultural industry. She established her own company in 1998 – Thyagrissen Consulting Limited - and continues to provide various professional business planning services, primarily to the agricultural industry in Atlantic Canada.

III. PID Profile

PID #45168069 is located at 60 Old Walton Road, Upper Burlington, Hants County, NS. It is co-owned by husband/wife, Matt Moore/Kim Burgess. The lot is listed on Viewpoint as 1.5 acres in size. It is zoned Agricultural Priority Two (AR-2) by the West Hants Regional Municipality and

is designated agriculture. The family purchased the property in 2012 for their personal residence. It is believed that the house on the lot was built sometime between 1960-1970. Mr. Moore is a red seal licensed mechanic and has operated his own motor vehicle repair/service business out of a garage, also located on the same PID, for the last 1.5 years under the business name R & H Automotive. He wants to get licensed as a facility that can do motor vehicle inspections which Mr. Morre has been informed requires a development agreement from West Hants Municipality.

A site visit was made to the property by Ms. Thyssen-Post on October 4, 2024. The land is zoned agriculture but there has not been any agricultural activity on it since Moore/Burgess purchased it in 2012, and most likely not since the house was constructed, some 40 plus years ago. The 1.5-acre lot is rectangular in shape, cleared, and all area not occupied with buildings or driveway is seeded to grass, maintained as lawn. The personal residence is situated approximately 110 ft. from the center line of the Old Walton Road. A garage is situated to the right (SE) of the house, back approximately 70 ft.; 20 ft. from the property line to the right. A large open space is behind the house and garage, which is mowed and maintained as lawn. The back property line is defined with a row of deciduous trees about 8-10 ft. in height. Immediately behind the PID is a farm field that is cropped for hay. Both sides of the lot have no distinct boundary lines, other than small trees/shrubs on the left and a very shallow ditch on the right. The lot slopes gently from left to right; with no visible signs of water laying on the back lot during the site visit. (Site photos in Appendix B).

Section 8.7 of the WHMPS defines land zoned AR-2 as “Improved and unimproved land with high capability (Class 2 and 3) for production of a variety of crops. This land will be reserved for agricultural production with limited non-agricultural development.” (Page 73, WHMPS). The strategy further clarifies the intent behind zoning land as AR-2:

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

IV. Study Criteria

The Professional Agrologist study considers the land parcel according to Policy 8.6.1 of the WHMPS. The site is not an existing or abandoned resource extraction site therefore it must be evaluated under section (b) of this Policy. Subsections (i) or (ii) also do not apply to this site, therefore the study evaluates soils that have capability for agriculture rating better than Class 4 and 90% or more of the development site exhibits severe limitations for agricultural use.

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

- (i) Yvonne Thyssen-Post, P.Ag., is the author of the study and is a registered full-member of the Nova Scotia Institute of Agrologist.
- (ii) A site inspection was conducted by the Agrologist on Friday, October 4, 2024 accompanied by Mr. Moore.
- (iii) Soil capability for agriculture was determined using the Soil Map of Hants County, NS, (Report #5, NS Soil Survey) sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. The Canada Land Inventory (CLI) Capability for Agriculture classification system shows the varying potential of a specific area for agricultural production. It indicates the classes and subclasses according to the Soil Capability Classification of Agriculture, which is based on characteristics of the soil as determined by soil surveys. These agricultural capability maps can be used at the regional level for making decisions on land improvements and farm consolidation, for developing land-use plans and for preparing equitable land assessments (Government of Canada website). The classes indicate the degree of limitation imposed by the soil in its use for mechanized agriculture. The subclasses indicate the kinds of limitations that individually or in combination with others, are affecting agricultural land use. Although the information is dated, and better information is available for some areas as part of more recent soil surveys, the interpretations are still largely valid and many jurisdictions still use them for land use planning purposes.

Soil surveys have been published for most of the agricultural areas, and many surrounding areas across Canada. Data from these surveys comprise the most detailed soil inventory information in the National Soil Database (NSDB). The PID was located using commercially available mapping software and the location transposed to the soil survey map (see slides in Appendix C). The site is identified as Class 2F soils which has moderate limitations that restrict the range of crops or requires moderate conservation practices. The 'F' subclass indicates low natural fertility levels.

- (iv) The site is identified mostly as Q-P/1.B4 soil type. The soil characteristics are consistent with those represented by the Queens soil classification, which is classified as good to fair crop land. CLI indicates the following features for Queens soil.
 - a. The surface and subsoil are light reddish-brown loam over reddish brown clay loam, slightly stony; the '1' in the label indicates no hindrance to cultivation.
 - b. Parent material is dark reddish brown clay loam till derived from reddish brown shales deposited over gypsum.
 - c. Topography and drainage: B4 refers to complex slopes; irregular or rough surface; moderately sloping with 6-9% slope. P indicates well drained.

- d. Present land use (CLI): mixed farming: hay, grain, potatoes, orchard, very little surface stone. However, the present land use of the PID is a combination of buildings, lawn and driveway.

There are approximately 91,000 acres in West Hants rated CL 1, 2, and 3 (with less than 50% of this land cleared; there is considerable potential for future expansion). The soil in PID #45168069 is primarily Class 2, possibly some Class 3 according to the Atlantic Provinces Soil Class Maps, compiled by the Soil Research Institute, Research Branch, Agriculture Canada based on maps supplied by NS Soil Survey.

- (v) Major site features or characteristics which influence or determine soil capability include moderate slope, good surface drainage with moderate to slow internal drainage. The soil is currently supporting a good thick cover of grass, which is maintained as lawn. It would be capable of supporting forages, grains and vegetable type agricultural crops with added fertility. The size of the parcel and the fact that there is a personal residence and garage already on it, are both factors limiting the capability for agriculture. Half of the lot is already encumbered with buildings; the remaining approximate 0.75-acre lot is a nuisance to farm due to size and perhaps more importantly due to its proximity to homes including the Moore/Burgess residence. Forty plus years ago, PID #45168069 was likely subdivided as a separate lot to allow for the construction of a personal residence at this address.
- (vi) Appendix C locates the site via commercially available mapping software, soils maps and aerial photography. Photos of the site taken on October 4, 2024 (Appendix B) further depict the site layout.
- (vii) There are many farms in the area, most are part-time raising beef, goats, horses and/or crops. Normally, the Professional Agrologist author of this report would consult neighboring farms to gain their opinion as to the affect of the development agreement request/rezoning. However, in this case, it is the opinion of the Professional Agrologist that consulting with neighboring farms is not necessary. The site has severe limitations for agriculture due to the lot size, location and the type of development that is being considered. The lot size is far too small for agriculture production and is a logical extension of the existing non-farm private building lot. The development of a motor vehicle inspection station in Mr. Moore's yard will not interfere with any adjacent farm activities or negatively affect the viability of the farming area as there will be no smell, influx of people, and/or competing activities. It is assumed that Mr. Moore will use environmentally sound practices and abide by the laws regarding disposal of waste oil and other mechanical products from his motor vehicle business. He would be most affected by his practices as he resides on the site. On the positive side, the development request could be compatible with area farms as it would provide a local business providing farmers with motor vehicle inspection and repair services.
- (viii) Removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not currently being farmed. The 1.5-acre parcel is

insignificant and there are no neighboring farms that would utilize it due to its proximity to residents, including the Moore/Burgess family home.

- (ix) Fragmenting the land will mostly impact Moore/Burgess as they will have a property that includes a commercial development with a personal residence. The commercial facility may affect a future sale.

V. Rezoning Assessment Summary

The soil found in PID #45168069 is considered good to fair cropland in terms of agricultural capability, as recorded in the CLI. The site inspection conducted by Ms. Thyssen-Post, P.Ag. on October 4, 2024 would indicate the agricultural capability is more towards the ‘good’ end of the spectrum. The parcel could potentially produce a good quality hay crop as it contains Class 2 soil similar to many areas of the province that are in full agricultural production. The fertility is considered low but that could be improved with application of fertilizer, lime and organic matter. The parcel is not currently in agricultural production, therefore there is no loss of production resulting from rezoning of the land.

The limitations in this site that influence its’ economic viability for agricultural production are primarily the size of 1.5 acres, and proximity to residential properties. The PID is primarily a building lot that supports the Moore/Burgess personal residence as well as motor vehicle repair shop. There are several homes to the north-west side of the property, and one home to the south east. The plot is of little value for agricultural production due to its size and proximity to existing homes. The development of a motor vehicle repair and service shop/inspection station on his own property will not interfere with adjacent farm activities or negatively affect the viability of the farming area.

Respectfully submitted,



Yvonne Thyssen-Post, P.Ag.

Thyagrissen Consulting Limited



References

Canada Land Inventory (CLI) 1:1,000,000. (1954). Atlantic Provinces Soil Capability for Agriculture Map. Retrieved from <https://sis.agr.gc.ca/cansis/publications/maps/cli/1m/agr/index.html>

Cann, D.B., Hilchey, J.D., & Smith, G.R. (1954). Soil Survey of Hants County Nova Scotia. Report No. 5 Nova Scotia Soil Survey. Agriculture Canada.

Devanney, M. (June 2010). Profile of Agricultural Land Resources in Nova Scotia. NS Department of Agriculture.

Municipality of the District of West Hants Municipal Planning Strategy. (Approved May 13, 2008; Amended to September 14, 2021).

Overview of Classification Methodology for Determining Land Capability for Agriculture. Canada Land Inventory (CLI), Agriculture & Agri-Food Canada. (2022) Retrieved from <https://sis.agr.gc.ca/cansis/nsdb/cli/index.html>

APPENDIX A

Current NS Institute of Agrologist Membership

Receipt Number: 2367

2024



Nova Scotia Institute of Agrologists
 7 Atlantic Central Dr
 East Mountain, NS B6L 2Z2

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

Member ID: 19311

This is your receipt for income tax purposes.

NSIA Membership Fee for 2024 (HST Included at 15%)

\$178.25

Status: Professional Agrologist

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

BN 888 257 599 RT0001



Nova Scotia Institute of Agrologists

7 Atlantic Central Dr.,
 East Mountain, NS B6L 2Z2
 902-893-7455

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

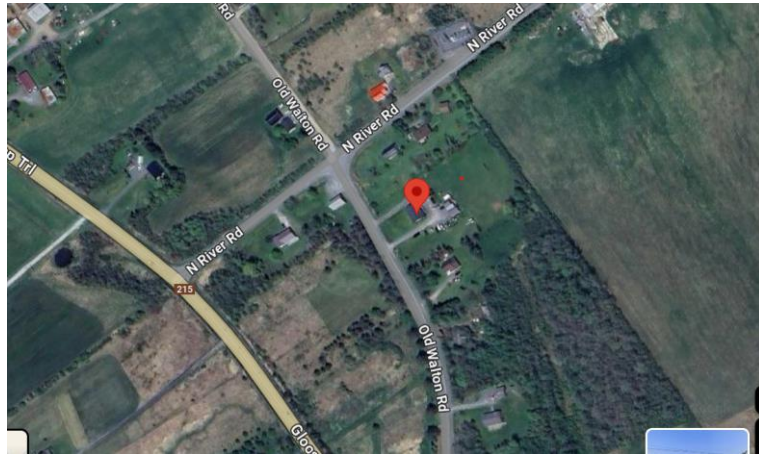
**This is to certify that Yvonne Thyssen-Post
 is a Professional Agrologist**

Membership valid from Jan. 1 to Dec. 31, 2024

Member Signature

APPENDIX B

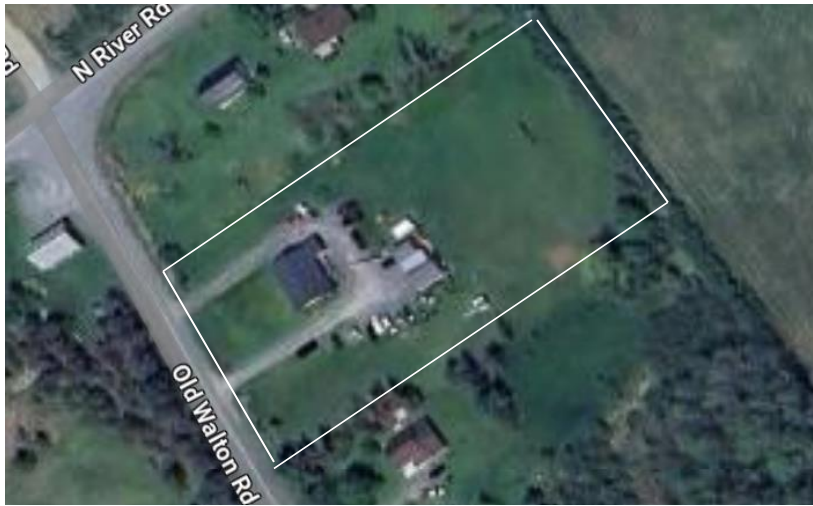
Site Photos (as of October 4, 2024)



Aerial view of property – Google Maps



Aerial view of property layout – Google maps



Aerial view of PID boundary lines



Left side street view from Google Maps



Right side street view from Google Maps



Street view, with house and garage/motor vehicle shop to the right



Close-up view of garage/motor vehicle shop



Lawn area behind the house; tree line at rear is the back property line.



Another angle of property behind house/garage. Land slopes gently from left to right, depicting by white arrow.



Shallow drainage ditch bordering right side of property; slope depicted by white arrow

APPENDIX C

PID Identification; Agricultural Capability Determination

Land Classification

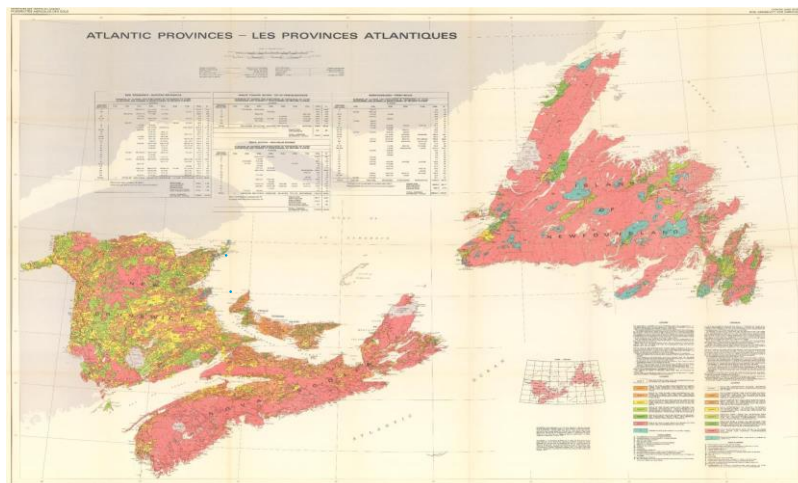
60 Old Walton Rd
Upper Burlington, Hants Co.
PID 45168069

60 Old Walton Rd
PID 45168069



Soil Class

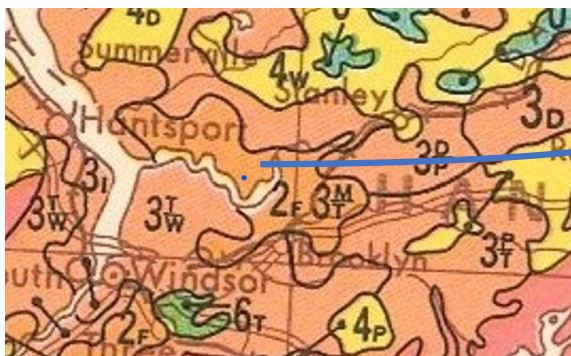
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60 Old Walton Rd

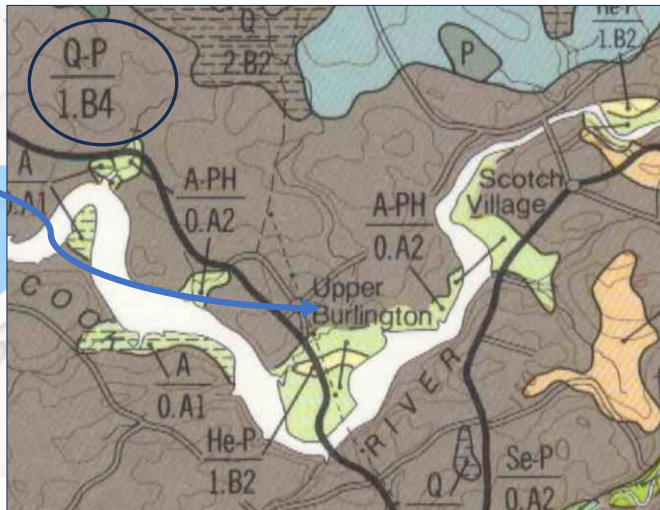
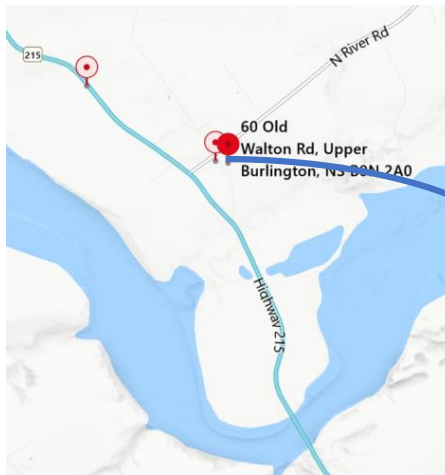
PID 45168069



Class 2 F
Moderate Limitations
Low natural fertility

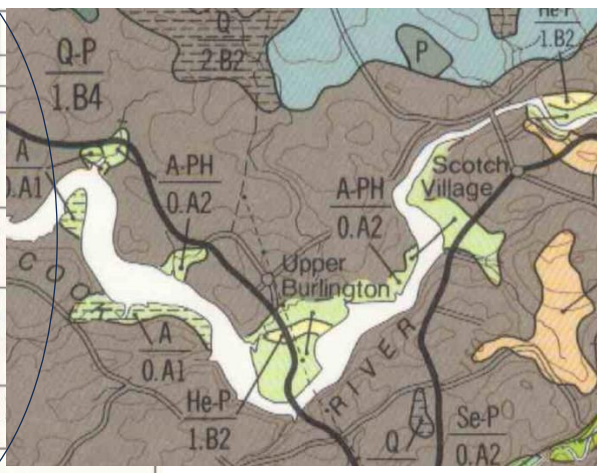


60 Old Walton Rd

PID 45168069



SYMBOL	 Pu-P	 Q-P
SOIL CATENA	PUGWASH	QUEENS
ACREAGE	15148.8	79014.4
DESCRIPTION OF SURFACE AND SUBSOIL	Light brown sandy loam over reddish brown sandy loam to loam; contains numerous fragments of red and brown sandstone.	Light reddish brown loam over reddish brown clay loam.
PARENT MATERIAL	Dark reddish brown sandy loam to loam till; contains numerous fragments of sandstone cobbles.	Dark reddish brown clay loam till derived from reddish brown shales deposited over gypsum.
TOPOGRAPHY AND DRAINAGE	Undulating to gently rolling, well drained; occasional moist depressions.	Gently undulating to gently rolling; some knob and kettle topography; well drained; internal drainage moderate to slow.
PRESENT LAND USE	Hay, grain, vegetables; a good crop soil, but often poorly managed.	Mixed farming; hay, grain, potatoes, orchard, very little surface stone.
LAND USE CAPABILITY	GOOD TO FAIR CROP LAND	



Attachment E – Public Information Meeting Notes

April 2, 2025

Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069); File # 24-11

Meeting date and time	A Public Information Meeting was held on April 2, 2025 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube Channel.
Attending	In attendance for the meeting: One (1) Chair: <ul style="list-style-type: none">• Councillor Jim Ivey Four (4) members of staff: <ul style="list-style-type: none">• Acting Director Fougere• Senior Planner Dunphy• Planner Hong• Planning Assistant Lake Approximately 16 members of the public.
Applicant Michael Redmon on behalf of Diane Saunders Property PID 45017183, 33 Lakewood Drive, Brooklyn	Planner Hong outlined the application’s proposal to enter into a development agreement to permit an automotive repair shop within the existing garage.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between April 2-16, 2025. Staff did not receive any phone calls or written submissions during the comment period. There were no members of the public spoke during the Public Information Meeting.
Adjournment	The Public Information Meeting was adjourned at approximately 6:10 p.m.



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Kari Fougere, Acting Director of Planning and Development

Date: May 8, 2025

Subject: File#25-04 Development Agreement Amendment: Upper Water Street, Windsor

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230.

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreement on PID 45056363 on Upper Water Street, Windsor in a manner substantively the same as the draft set out in Attachment D of the report File #25-04 to the Planning and Heritage Advisory Committee report dated May 8, 2025, taking note that this development agreement will discharge and replace the development agreement recorded at the Land Registry Office on November 25, 2009, as document number 94794790.

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

BACKGROUND

Property 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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A completed application was received from Coady Sanford, Seastone Developments Ltd., on January 22, 2025. The application was to consider an amendment to the development agreement with Asset Management Ltd on PID 45056363, Upper Water Street to increase the number of residential units, unit design, exterior finishes, commercial uses permitted and update parking.

A development agreement with Asset Management Ltd. was approved by Council on November 25, 2009 and registered to the property. The development agreement permits a new mixed-use building, commercial on the ground floor with 4 residential units on the upper floors. Following approval by Council in 2009, no development has occurred and the lot remains vacant.

DISCUSSION

The subject lot PID 45056363 is a 9600 square feet parcel of land designated Town Centre within the Windsor Generalized Future Land Use Map (GFLUM) (Figure 1) and zoned Town Centre (TC) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2). This parcel has frontage on Upper Water Street, Windsor.

Properties surrounding the subject lots are mostly designated Town Centre, Industrial and Community Use and zoned Town Centre, Light Industrial General and Open Space. Nearby properties consist of single unit residences, open space (Fort Edward National Historic Site) and commercial uses within downtown Windsor.

Proposal

The property owner has requested an amendment to the development agreement registered on the subject lot to increase the number of residential units, update unit design, update exterior finishes, add additional commercial uses permitted and update parking for the proposed mixed-use development. The subject lot was previous shown to be larger, but an updated legal survey showed the lot to be smaller and therefore the parking needs to be redesigned and the building footprint relocated to accommodate parking on site.

Under Section 15.1 and 15.2, the nature of these amendments to the development agreement are deemed to be substantive and therefore are subject to the provisions of Section 230 of the MGA. Given the number of amendments to the development agreement required to satisfy the requests from the applicant, it was recommended to redraft the development agreement and

discharge the previous one through that process. Attachment C contains the draft development agreement for the subject lot and the conditions under which the development may occur. Under 5.10 of the draft development agreement, the existing development agreement between the Town of Windsor and Asset Management Ltd. (2009) will be discharged effective on the date the new development agreement is registered.

The applicant proposed adding additional commercial uses as permitted uses on the ground floor of the development, including indoor fitness facilities and farm markets which are permitted uses in the underlying zone. Additionally, the draft development agreement also includes clubs and community organizations, licensed liquor establishments, and restaurants as they are also permitted in the underlying zone and increase the options for commercial uses in the building. The draft development agreement also permits up to six (6) dwelling units on the upper floors of the building, to a maximum of three (3) storeys. Permitted uses and development location are listed in Section 2.1, *Use*, and Section 2.2, *Development Location and Design*, of the draft development agreement.

The new building design removes individual balconies from the dwelling units, which results in a reduction to the available recreation space. The draft development agreement, however, requires that all undeveloped areas of the property be landscaped which may include grass, shrubs, trees or other appropriate vegetative cover. Additionally, Policy 7.4.3 (e) of the WMPS requires adequate recreational open space to either be available on site or in a nearby public park. This property is within walking distance (less than 400m or 5 mins) to Fort Edward National Historic Site, the Windsor Waterfront and Causeway Trail, Victoria Park, and a number of other parks and open spaces available to the public.

Under Section 2.5 surface parking shall be included and located on site at a rate of one (1) parking space per dwelling unit and one (1) parking space per 300 sq.ft. (27.87 sq.m.) of commercial floor area. Generally, a parking ratio of one (1) parking space per dwelling unit with additional spaces for commercial uses have been required in past development agreements. Given the walkability of this area, staff considered this parking ratio as adequate.

Section 2.10, *Hours of Operation*, of the draft development agreement limits the proposed development to operate between 6:00 a.m. and 9:00 p.m. daily. These hours of operation ensures that late-night disturbances to the residential portion of the development be minimized.

The property is serviced by Municipal water and sewer and the development will be required to be serviced and connected to the Municipal services in accordance with the Municipal Services Specifications Manual. The applicant will also be required, prior to the issuance of a development permit, provide a stormwater management plan that must satisfy 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.

Under Section 4.1, development shall commence not later than forty-eight (48) months from the date the agreement is signed.

Development Agreement

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

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

Windsor Land Use By-law

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

(f) new residential buildings with three or more units or an increase in the number of dwelling units in an existing residential building in the Town Centre zone in accordance with Section 7.4 of the Municipal Planning Strategy;

Windsor Municipal Planning Strategy

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

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

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

- the landscaped areas will be provided where possible.

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

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

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

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

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

MUNICIPAL CLIMATE CHANGE ACTION PLAN

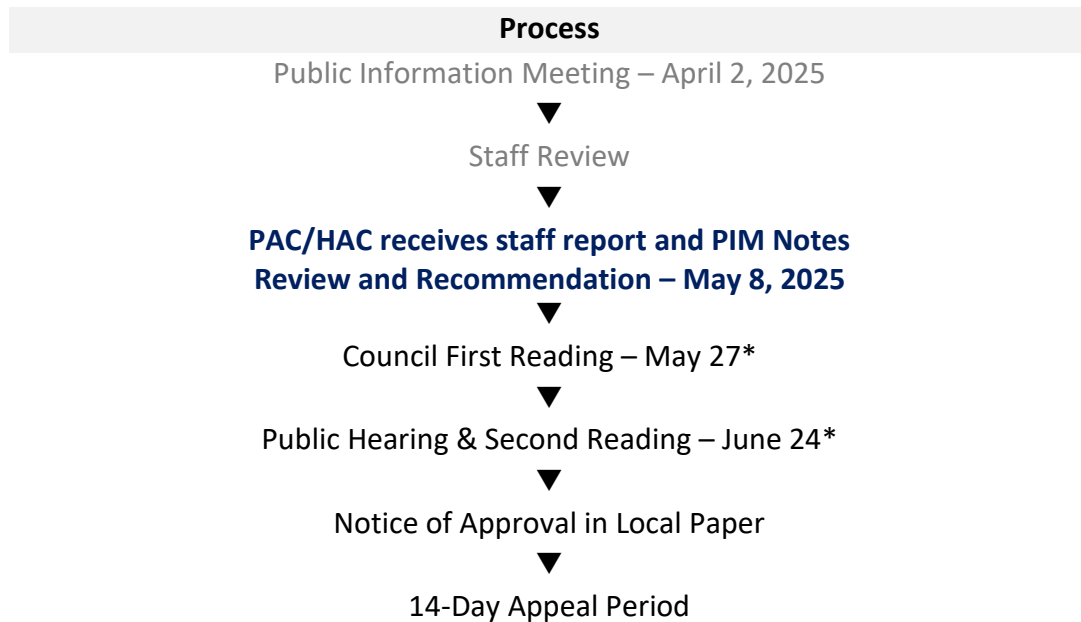
The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) highlights two simulated flooding scenarios. The first scenario is based on a storm surge that occurred in 1997, which shows the expected damage is to occur along the coastline. The second scenario shows the simulated flooding extent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

The development agreement will require the developer to provide information to the Public Works Engineering Division to ensure that storm water discharge will balance pre- and post-

construction flows to ensure there is no negative impact on downstream properties. This will be required at the permitting stage of development.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WMPS and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to enter into an development agreement to allow a mixed-use commercial and residential building on PID 45056363, Upper Water Street, Windsor.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality 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;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

- Figure 1 Windsor GFLUM Extract
- Figure 2 Windsor Zoning Map Extract
- Attachment A Specific Criteria for a Development Agreement
- Attachment B General Criteria for a Development Agreement
- Attachment C Public Information Meeting Notes
- Attachment D Draft Development Agreement
- Attachment E Existing Development Agreement for PID 45056363

Report Prepared by: _____
Kari Fougere, Acting Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Senior Planner

Figure 1 – Windsor GFLUM Extract

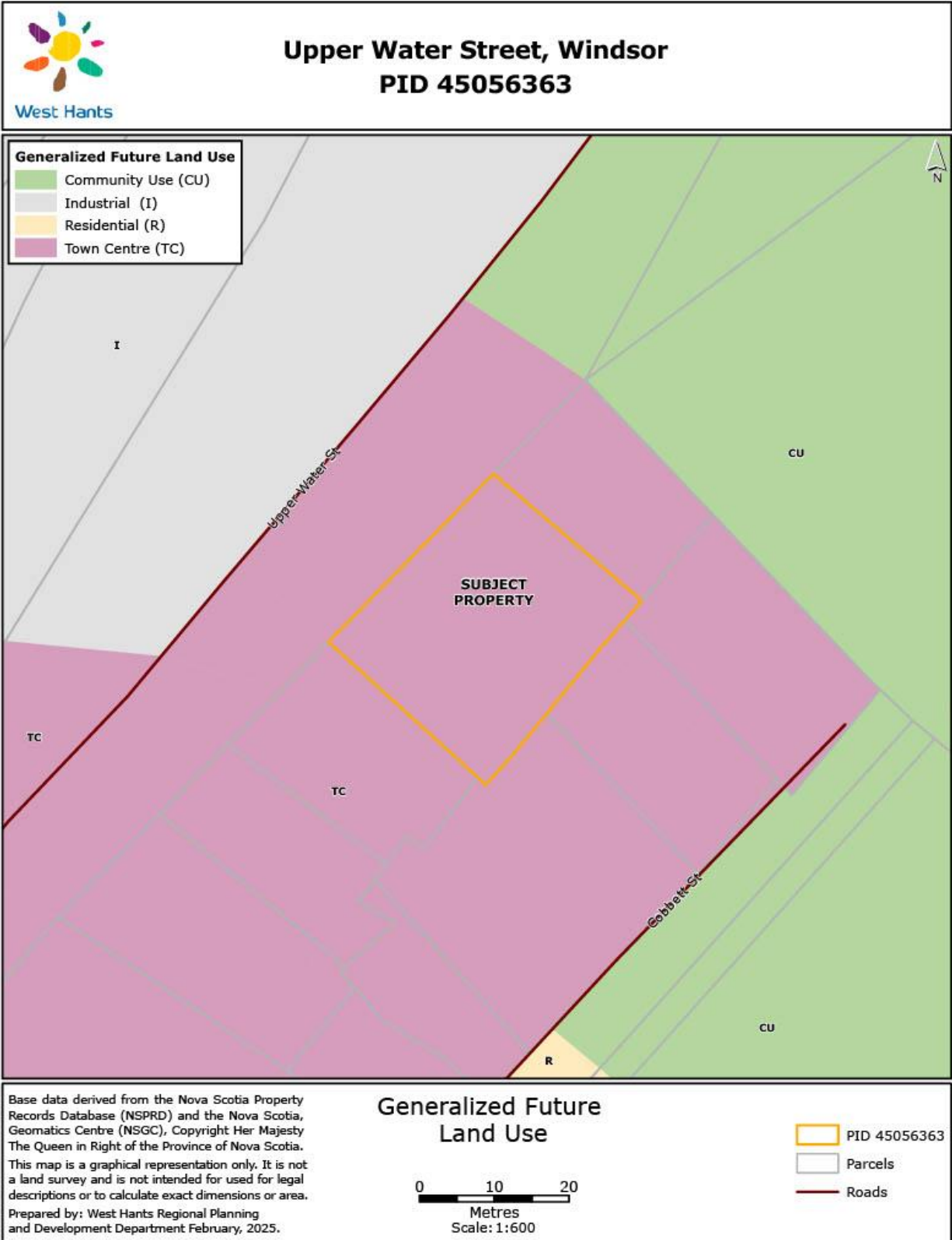
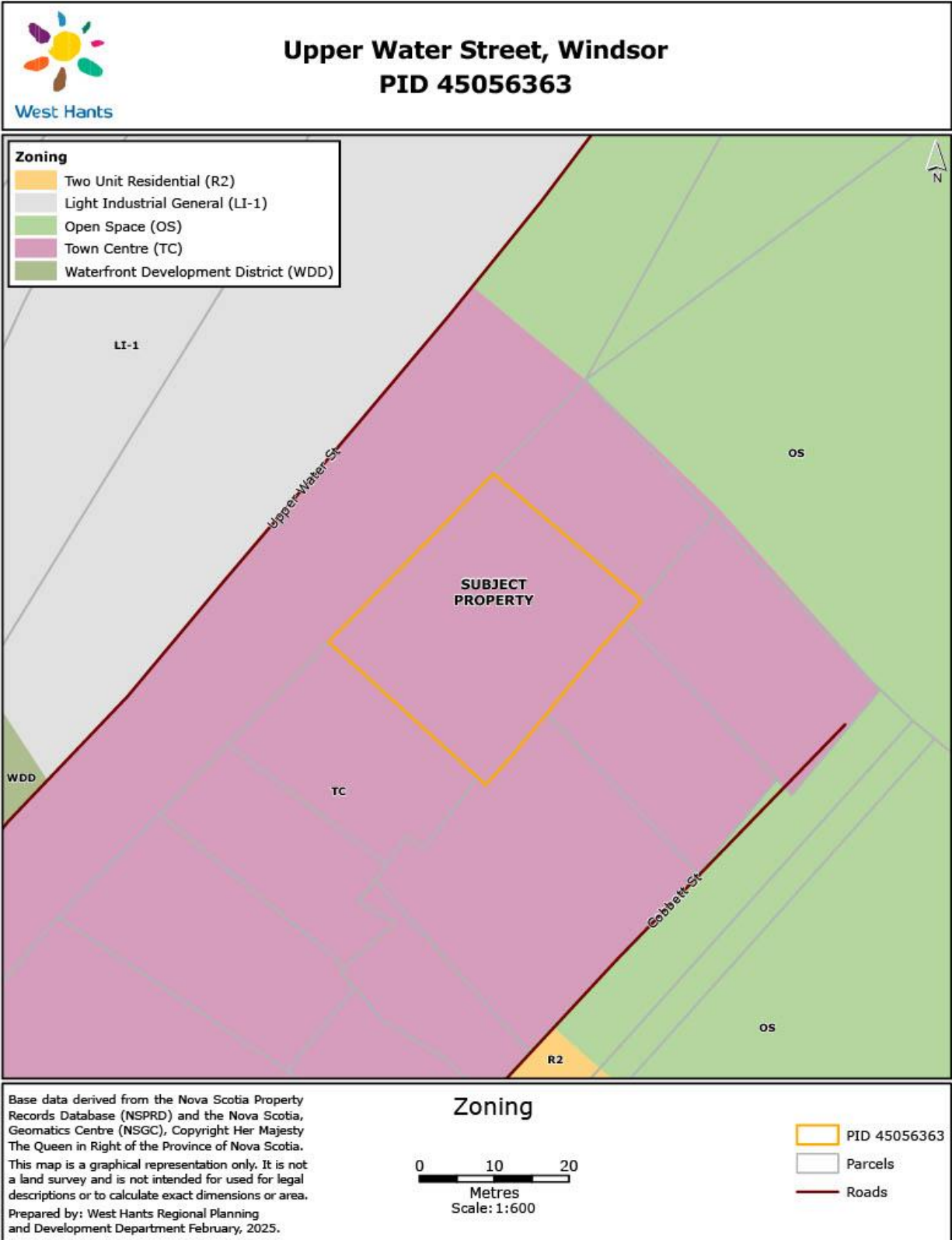


Figure 2 – Windsor Zoning Map



Attachment A

Specific Criteria for Development Agreement

Policy 7.2.1 It shall be the policy of Council that the following categories of development proposals in the Town Centre zone will be considered by development agreement subject to Policy 7.2.2:

CRITERIA	COMMENT
<i>(a) new main buildings;</i>	The proposal is to develop a new main building on the vacant property.
<i>(b) additions in excess of 1,000 ft² (92.9 m²) in floor area to the front façade of an existing building; or</i>	N/A
<i>(c) where the development will be located on a parcel of land exceeding one acre (0.4 hectare) in size;</i>	N/A
<i>(d) ground signs.</i>	N/A

Policy 7.2.2 It shall be the policy of Council that the review of development proposals under Policy 7.2.1 will have due regard to the following conditions:

CRITERIA	COMMENT
<i>(a) the proposed use is a permitted use in the Town Centre zone;</i>	The proposed use is a permitted use in the Town Centre (TC) zone.
<i>(b) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The subject lot is not within an Architectural Control District.
<i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i>	The proposal includes a variety of windows at the ground level and the main entrance to the commercial portion of the development is on the ground level.
<i>(d) adequate provision is made for parking or Policy 4.11.3 is applied;</i>	The proposed development agreement requires one (1) parking stall per dwelling unit and one (1) parking stall per 300 sq.ft. of commercial floor area. The Development Officer stated no concerns with the amount of parking proposed.
<i>(e) where possible, landscaping and pedestrian areas, such as courtyards, are provided;</i>	The proposed development will be required to landscape all undeveloped areas of the

	property which may include grass, shrubs, trees or other appropriate vegetative cover. Also see Policy 7.4.3 (e) below.
<i>(f) any other matter which may be addressed in a development agreement;</i>	All relevant matters have been addressed in this report.
<i>and (g) the provisions of Policy 16.3.1.</i>	See below.

Policy 7.4.2 To provide more control over new residential development and increases in the number of dwelling units in existing residential buildings, and recognizing that most existing lots and buildings cannot conform to current standards, it shall be the policy of Council that the following types of residential development shall be considered in the Town Centre zone by development agreement subject to Policy 7.4.3:

CRITERIA	COMMENT
<i>(a) the construction of a new residential building containing three or more dwelling units; and</i>	The proposal is for a new mixed use residential building containing up to 6 dwelling units, so it may be considered under this policy.
<i>(b) an increase in the number of dwelling units in an existing residential building.</i>	N/A

Policy 7.4.3 In considering development agreements specified under Policy 7.4.2, it shall be the policy of Council to have due regard to the following conditions:

CRITERIA	COMMENT
<i>(a) the architectural design and scale of the proposed development is compatible with the surrounding area and is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The property is located outside of the Architectural Control District. The proposed design of the building is compatible with the surrounding area in terms of scale (i.e., height and density) and design.
<i>(b) where the development involves the construction of a new residential building, commercial space shall be included at the street level, except in cases where commercial space is not appropriate because</i>	The proposed development consists of commercial uses on the ground floor and residential units above.

<i>the development is proposed for a fringe area of the Town Centre which is still predominantly residential;</i>	
<i>(c) the location of the proposed development does not compromise the commercial integrity of the area or restrict existing commercial development patterns;</i>	The proposed development includes commercial uses on the ground floor of the subject lot which maintains the commercial nature of the area.
<i>(d) adequate provision is made for parking and for access to and from the site;</i>	The proposed development agreement requires one (1) parking stall per dwelling unit and one (1) parking stall per 300 sq.ft. of commercial floor area. The Development Officer stated no concerns with the amount of parking proposed. The Municipal Traffic Authority and Nova Scotia Department of Public Works stated no concerns with access to and from the site onto Upper Water Street.
<i>(e) adequate recreational open space is available either on site or in nearby public parks;</i>	The proposed development will be required to landscape all undeveloped areas of the property which may include grass, shrubs, trees or other appropriate vegetative cover. Additionally, this property is within walking distance (less than 400m or 5 mins) to Fort Edward National Historic Site, the Windsor Waterfront and Causeway Trail, Victoria Park, and a number of other parks and open spaces are within close proximity to the subject lot.
<i>(f) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(g) the provisions of Policy 16.3.1.</i>	See below.

Attachment B
General Criteria for Development Agreement

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

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	In response to an inquiry, the Municipal Project Engineer stated that “The subject lot has access to municipal water and sewer services. The Owner will be responsible for any connection fees associated with the services. We do not have any concerns regarding the capacity of municipal services for the proposed increase in residential use on the subject lot.”
<i>(ii) the adequacy of school facilities;</i>	No response was received from an inquiry forwarded to the Annapolis Valley regional Centre for Education. The draft development agreement permits up to 6 residential units resulting in a small population which would likely have minimal impact on local school facilities.
<i>(iii) the adequacy of fire protection;</i>	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that they have no issues with these changes to this property regarding fire protection. Further, the District 4 Fire Chief stated they have no concerns about the adequacy of fire protection for this development.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	In response to an inquiry, the Municipal Traffic Authority stated no concerns regarding the adequacy of road networks and access to the site from Upper Water Street.

	<p>Upper Water Street terminates at the Highway 101 Exit 6 interchange, just beyond the subject property. Given the ownership of the road where it terminates at the interchange being partially from the Province, the application was referred to the Nova Scotia Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding traffic generation or safety, that the subject lot has safe roadway access and that they have no concerns regarding the road networks adjacent to and leading to the lot or the suitability with aspects relating to the movement of auto and pedestrian traffic.</p>
<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>In response to an inquiry, the Municipal Traffic Authority and the Nova Scotia Department of Public Works has no concerns regarding movement suitability on the subject lot.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>In response to an inquiry, the Development Officer stated no concerns with the adequacy of the dimensions and shape of the lot for the proposed development.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal matches the intent of the Town Centre designation as it includes a mix of commercial and higher density residential development. In response to an inquiry, the Development Officer stated no concerns with pattern of development which the proposal might create.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological</i></p>	<p>The site appears to be relatively flat with properties to the east and southeast of the site being of higher elevation. Properties to</p>

<p><i>conditions, location of water courses, wetlands, and susceptibility of flooding;</i></p>	<p>the west appear to be of lower elevation. There are no watercourses or wetlands located on the property. No concerns were recorded during the site visit.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment C – Public Information Meeting Notes

April 2, 2025

Development Agreement Amendment: PID 45056363 Upper Water Street, Windsor; File # 25-04

Meeting date and time	A Public Information Meeting was held on April 2, 2025 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube Channel.
Attending	<p>In attendance for the meeting:</p> <p>One (1) Chair:</p> <ul style="list-style-type: none"> • Councillor Jim Ivey <p>Four (4) members of staff:</p> <ul style="list-style-type: none"> • Acting Director Fougere • Senior Planner Dunphy • Planner Hong • Planning Assistant Lake <p>Approximately 16 members of the public.</p>
Applicant Coady Sandford Property PID 45056363, Upper Water Street, Windsor	Acting Director Fougere outlined the application’s proposal to amend the existing development agreement.
Comments	<p>Comments from the public could be submitted by mail, e-mail and telephone between April 2-16, 2025.</p> <p>Staff did not receive any phone calls or written submissions during the comment period.</p> <p>There were no members of the public spoke during the Public Information Meeting.</p>
Adjournment	The Public Information Meeting was adjourned at approximately 6:45 p.m.

Attachment D -Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 20XX.

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 -

SEASTONE DEVELOPMENT LTD., a body corporate, with a head office at 7166 Oakleigh Avenue, 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 a parcel of land located at Upper Water Street, Windsor (PID 45056363) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Town Centre on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Town Centre (TC) on the Zoning Map of the Windsor Land Use By-law (the “Land Use By-law”);

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to six (6) residential units and commercial space on the ground floor of the building on the Property (the “Development”);

WHEREAS Policy 7.2.1 of the Municipal Planning Strategy and Section 6.1 (e) of the Land Use By-law enable Council to consider entering into a development agreement to allow new main

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

WHEREAS the Council of the Municipality, at a meeting held on **Month Day, 20XX** 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; and

WHEREAS this Agreement replaces a prior development agreement for the Property.

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) “Commencement” means the date the Owner begins Active Construction on the additions and changes to the apartment building relative to its pre-existing state pursuant to this Agreement as permitted by an issued development and building permit; and
- (b) “Commercial Floor Area” means the total useable floor area within a building used for commercial purposes but excludes washrooms, utility and mechanical rooms, storage rooms and common hallways between stores.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *Municipal Planning Strategy* means the Windsor Municipal Planning Strategy effective on September 21, 2005, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Windsor Land Use By-law, effective on September 21, 2005, as amended, or successor By-laws;

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
- (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) a mixed-use building with a maximum of three (3) storeys and a maximum of six (6) dwelling units located on the upper floors of the building.
 - (iii) commercial uses limited to the ground floor, which shall be limited to the following:
 - Arts and craft studios including photography;
 - Entertainment, recreation and assembly uses within a wholly enclosed building;
 - Banks and financial institutions;
 - Clubs and community organizations;
 - Licensed liquor established;
 - Museums, art galleries and libraries;
 - Offices;
 - Repair and rental establishments;
 - Restaurants;
 - Retail stores;
 - Service and personal service shops; and
 - Farm markets.
- (iiii) surface parking for the uses within the building.

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 Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan.

2.3 Site Requirements

- (a) The Building shown on the Site Plan in Schedule B shall be limited to a maximum of 6 dwelling units and commercial uses on the ground floor and shall conform to the following requirements:

Minimum Front Yard	0 ft. (0 m.)
Minimum Rear Yard	20 ft. (6.10 m.)
Minimum Side Yard	7 ft. (2.13 m.)
Maximum Storey of Main Building	3 storeys
Maximum Building Height	35 ft (10.67 m.)
Maximum Height of Accessory Building	15 ft (4.57 m.)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures* provided that the DO approves a non-substantive amendment to the Site Plan.
- (c) The Owner shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.4 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.
- (c) no development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods to an extent that a loading space would be required.

2.5 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq. ft (27.87 sq. m.) of commercial floor area dedicated to commercial uses on the Property.
- (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 maneuvering 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 Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Site Drainage

- (a) No development permit shall be issued until the Owner provides to the Development Officer a stormwater management plan (Plan) in accordance with the WHRM Municipal Service Systems Specifications Manual. The Plan must satisfy 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. Following construction, if the Municipal Engineer determines that the pre-and post-construction flows have not been sufficiently balanced through the implementation of the Plan (or for any other performance issues related to the implementation of the Plan), the Owner shall undertake such remediation as the Municipal Engineer may reasonably require. The Owner will be responsible for future adherence to the Plan, including ongoing maintenance of the stormwater management features included in the Plan. Nothing in this development agreement relieves the Owner or their stormwater engineer from any liability they would otherwise have to owners or occupants of other properties for post-construction stormwater flows, and neither the Municipality or the Municipal Engineer is liable in any way for acceptance of stormwater management plans stamped by a professional engineer accredited with Engineers Nova Scotia.

2.8 Servicing

(a) Waste Collection

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

(b) Water and Sewer Services

- (i) The Building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.
- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property, except the Municipal owned infrastructure within the Municipal easement as shown on the Site Plan in Schedule B.

(c) Snow Plowing

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

2.9 Maintenance

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

2.10 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which 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.

2.11 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 6:00 a.m. and 9:00 p.m. daily, inclusive.

2.12 Variance

In accordance with Section 5.48 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (a) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this Agreement;
- (b) number of parking spaces required; and
- (c) height and area of a sign.

2.13 Subdivision

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

2.14 Maintenance

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

PART 3 CHANGES AND DISCHARGE

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

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be approved in writing by the Development Officer

without a public hearing, in accordance with Section 230 of the *Municipal Government Act*, provided that the Development Officer determines that the changes do not significantly alter the intended effect of this Agreement.

3.3 The following matters are substantive matters:

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

3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*.

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 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's Chief Administrative Officer 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 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 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 Seastone Developments LTF, 7133 Oakleigh Avenue, Halifax, Nova Scotia, B3L 2L1 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 replaces and discharges the development agreement dated December 24, 2009 between the Town of Windsor and Asset Management Ltd. recorded at the Hants County Land Registration Office, Nova Scotia on November 25, 2009 as document #94794790 such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) **SEASTONE DEVELOPMENTS LIMITED**

)

)

Per: _____

) Coady Sanford, Director

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2025, 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. 20XX, 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, **Coady Sanford**, 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 _____, 20XX
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, Name, Nova Scotia, make oath and say that:

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

I certify that on this _____, 2025
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

Coady Sanford, Director

**Schedule A
Legal Description**

PID 45056363

Parcel Description

All that lot of land and premises situate on Water Street, in the Town of Windsor, Nova Scotia, described as follows:

Commencing at the northwest corner of lands belonging to Eleazer Ells,

Thence running north easterly 107 feet more or less to lands of H. Percy Scott,

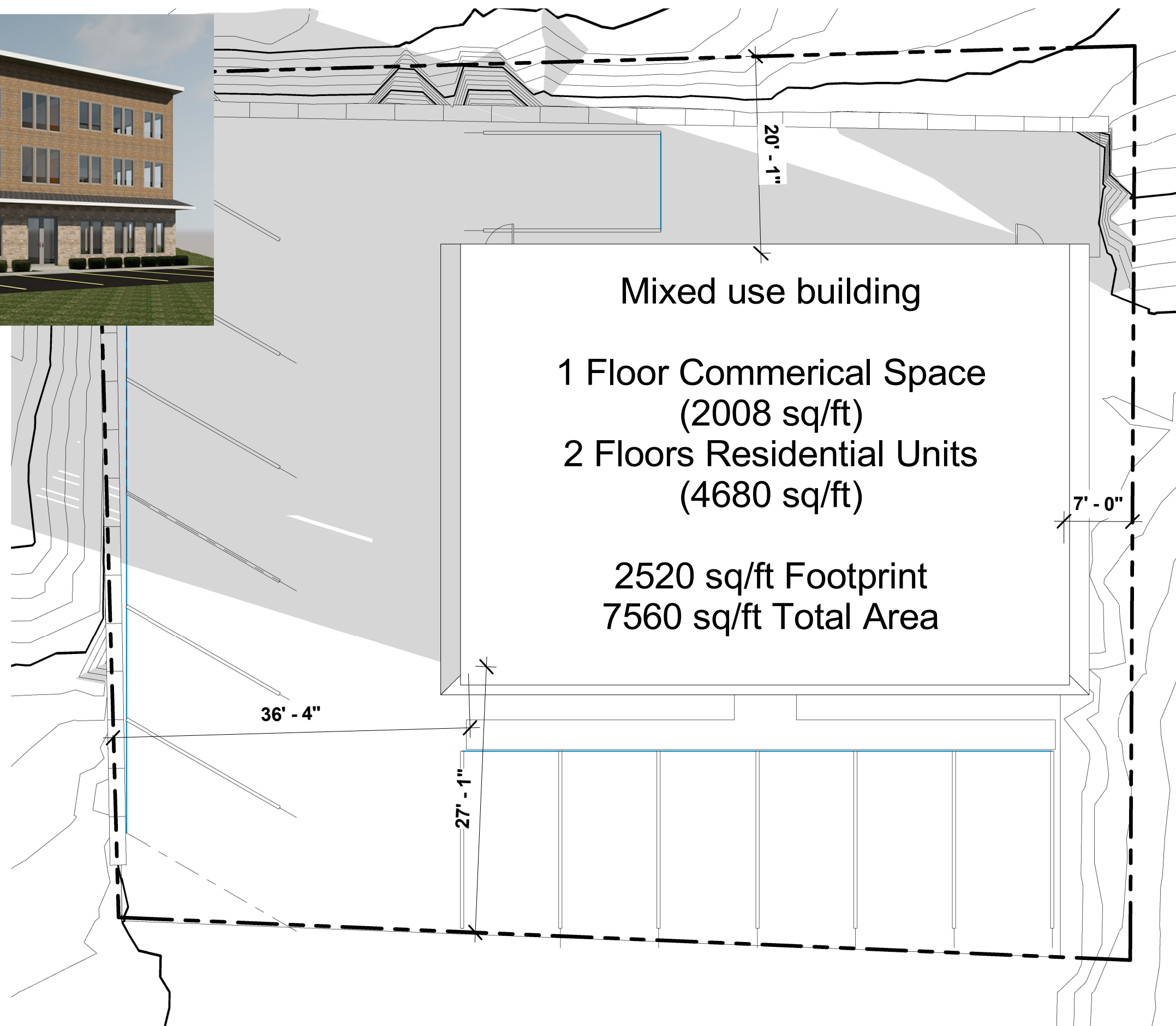
Thence running southeasterly along said lands of the said H. Percy Scott, 96 feet more or less to lands now or formerly owned by Horace Greeno,

Thence running southwesterly 107 feet more or less to lands formerly owned by George Pellow,

Thence running northwesterly and along the lands of George Pellow, and lands of said Eleazer Ells 96 feet more or less to the place of beginning.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel

**Schedule B
Site Plan**



Mixed use building

1 Floor Commercial Space
(2008 sq/ft)
2 Floors Residential Units
(4680 sq/ft)

2520 sq/ft Footprint
7560 sq/ft Total Area

36' - 4"

27' - 1"

20' - 1"

7' - 0"

① Grade
3/32" = 1'-0"

- NOTES:
- THESE STIPULATIONS APPLY TO HOMEOWNERS WHO ARE ACTING AS CONTRACTORS (AS WELL AS GENERAL CONTRACTORS AND SUB-TRADES)
 - ALL CONTRACTORS MUST COMPLY WITH ALL CODES AND BYLAWS HAVING JURISDICTION
 - PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO CHECK & VERIFY ALL DIMENSIONS, DETAILS AND/OR EXISTING CONDITIONS ON SITE AND REPORT ANY DISCREPANCIES, ERRORS, OMISSIONS.
 - SOME ITEMS ARE SPECIFIED GENERALLY ON THE DRAWINGS SUCH AS BUT NOT LIMITED TO STUCCO, SIDING, ROOFING, WINDOWS, DOORS, BUILDING WRAPS ETC. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO INSTALL SUCH ITEMS CORRECTLY TO MANUFACTURERS SPECIFICATIONS & APPLICABLE NBC REQUIREMENTS
 - DO NOT SCALE DRAWINGS
 - TRUSS & FLOOR MANUFACTURERS TO PROVIDE THE BUILDING OFFICIAL WITH ALL NECESSARY LAYOUTS FOR PERMIT APPLICATION & CONSTRUCTION
 - TRUSS MANUFACTURERS TO VERIFY FASCIA & SOFFITS HAVE ADEQUATE CLEARANCES OVER TOP OF WINDOWS & DOORS
 - TRUSS MANUFACTURERS TO VERIFY ALL POINT LOAD LOCATIONS AND LINTEL SIZES
 - ALL WINDOW R.O. TO BE SUPPLIED BY THE MANUFACTURER
 - ALL WINDOW AND DOOR SIZES, STYLES & DETAILS TO BE VERIFIED WITH CUSTOMER, GENERAL CONTRACTOR & WINDOW SUPPLIER PRIOR TO ORDERING
 - KITCHEN & BATHROOM LAYOUTS ARE TO BE CONFIRMED BY MANUFACTURER DURING CONSTRUCTION
 - EXCAVATION OF ANY PROPOSED STRUCTURE WITHIN 8'-0" OF NEIGHBORING STRUCTURES MUST BE P.ENG. APPROVED
 - ALL P.ENG. BEAMS & CONNECTIONS TO BE PROVIDED TO INSPECTOR @ TIME OF INSPECTION (if required)

2		
1		
No.		

REVISIONS

PROJECT:

RS DESIGNS
WINDSOR LOT
LOT - PID: 45056363
SEASTONE DEVELOPMENTS

DRAWING:

SCALE:	AS NOTED	SHEET No.
DRAWN By:	R.S.	A0
DATE:	25/01/01	



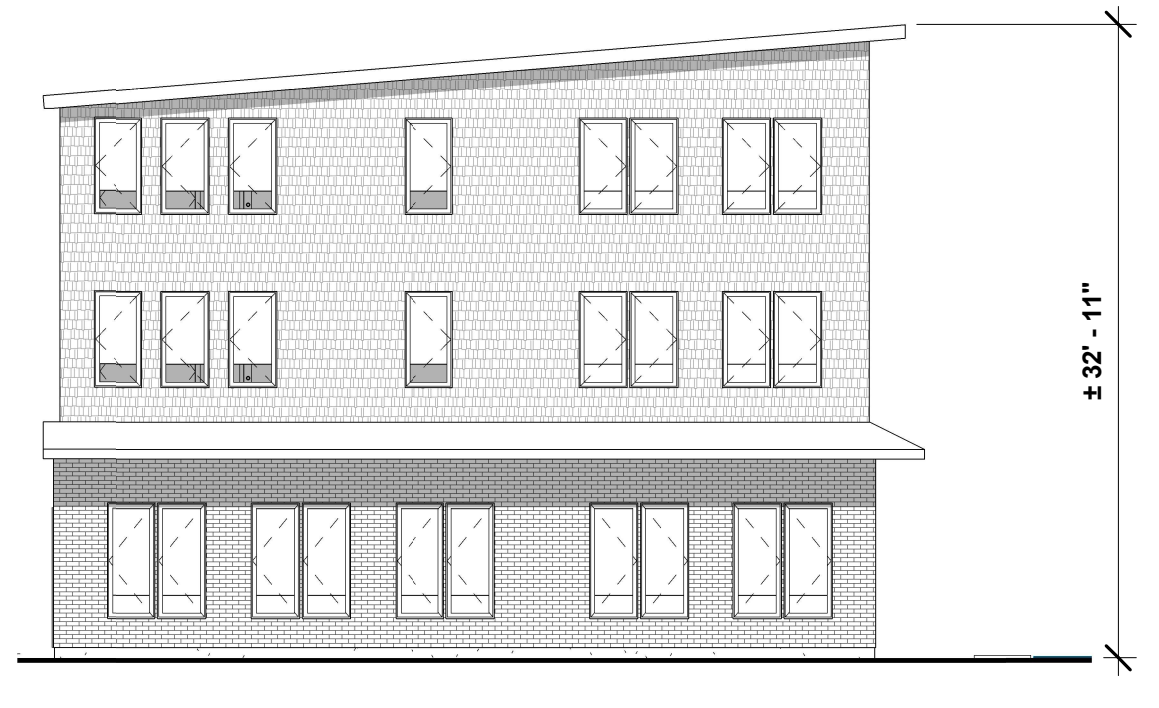
① South
1" = 10'-0"



② East
1" = 10'-0"



③ North
1" = 10'-0"



④ West
1" = 10'-0"

NOTES:

- THESE SPECIFICATIONS APPLY TO HOMEOWNERS WHO ARE ACTING AS CONTRACTORS (AS WELL AS GENERAL CONTRACTORS AND SUB-TRADES)
- ALL CONTRACTORS MUST COMPLY WITH ALL CODES AND BYLAWS HAVING JURISDICTION
- PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO CHECK & VERIFY ALL DIMENSIONS, DETAILS AND/OR EXISTING CONDITIONS ON SITE AND REPORT ANY DISCREPANCIES, ERRORS, OMISSIONS.
- SOME ITEMS ARE SPECIFIED GENERALLY ON THE DRAWINGS SUCH AS BUT NOT LIMITED TO STUCCO, SIDING, ROOFING, WINDOWS, DOORS, BUILDING WRAPS ETC. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO INSTALL SUCH ITEMS CORRECTLY TO MANUFACTURERS SPECIFICATIONS & APPLICABLE NBC REQUIREMENTS
- DO NOT SCALE DRAWINGS
- TRUSS & FLOOR MANUFACTURERS TO PROVIDE THE BUILDING OFFICIAL WITH ALL NECESSARY LAYOUTS FOR PERMIT APPLICATION & CONSTRUCTION
- TRUSS MANUFACTURERS TO VERIFY FASCIA & SOFFITS HAVE ADEQUATE CLEARANCES OVER TOP OF WINDOWS & DOORS
- TRUSS MANUFACTURERS TO VERIFY ALL POINT LOAD LOCATIONS AND LIMIT SIZES
- ALL WINDOW R.O. TO BE SUPPLIED BY THE MANUFACTURER
- ALL WINDOW AND DOOR SIZES, STYLES & DETAILS TO BE VERIFIED WITH CUSTOMER, GENERAL CONTRACTOR & WINDOW SUPPLIER PRIOR TO ORDERING
- KITCHEN & BATHROOM LAYOUTS ARE TO BE CONFIRMED BY MANUFACTURER DURING CONSTRUCTION
- EXCAVATION OF ANY PROPOSED STRUCTURE WITHIN 8'-0" OF NEIGHBORING STRUCTURES MUST BE P.E.N.G. APPROVED
- ALL P.E.N.G. BEAMS & CONNECTIONS TO BE PROVIDED TO INSPECTOR @ TIME OF INSPECTION (if required)

2		
1		
No.		

REVISIONS

PROJECT:
RS DESIGNS
WINDSOR LOT
LOT - PID: 45056363
SEASTONE DEVELOPMENTS

DRAWING:

SCALE:	AS NOTED	SHEET No.
DRAWN By:	R.S.	A4
DATE:	25/01/01	

Attachment E -Existing Development Agreement for PID 45056363

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Hants Co.

Submitter's user number: 1606

Submitter's name: Barry J. Alexander

In the matter of Parcel Identification Number (PID)

PID 45056363	
PID	

(Expand box for additional PIDs, maximum 9 PIDs per form)

Power of attorney *(Note: completion of this section is mandatory)*

No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

For Office Use

HANTS COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered as shown here.
Tina Landzaat, Registrar

94794790 (LR) ROD

Document #
NOV 25 2009 14.35

MM DD YYYY Time 10

The following burdens are to be added and/or removed in the parcel register(s):

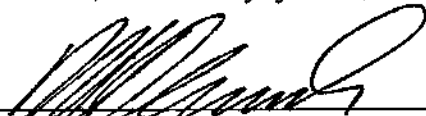
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Development Agreement
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)	Town of Windsor, Party To Agreement (burden)
Mailing address of interest holder to be added (if applicable)	100 King Street, PO Box 158, Windsor, NS B0N 2T0
Reference to related instrument in names-based roll/parcel register (if applicable)	n/a
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	n/a

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

DATED this 24 day of November, 2009 at Windsor, in the County of Hants, Province of Nova Scotia



Barry J. Alexander

Signature of authorized lawyer

Name Barry J. Alexander

Address 99 Water Street - PO Box 280

Phone (902) 798-5734

Email: balexander@algvip.com

Fax: (902) 798-5739

- This document also affects non-land registration parcels. The original will be registered under the Registry Act and a certified true copy for recording under the Land Registration Act is attached.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this *24* day of *November* 2009.

BETWEEN:

THE TOWN OF WINDSOR, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 100 King Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Town")

OF THE FIRST PART

- and -

ASSET MANAGEMENT LTD., a body corporate, with head office at Bedford, in the County of Halifax and Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a 9,600 sq. ft. lot of land located on Upper Water Street, Windsor (PID 45056363), hereinafter referred to as the "Property", which lands are more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Owner has requested that the Town enter into a development agreement to allow a mixed use development consisting of commercial space in addition to residential units pursuant to Policies 7.2.1, 7.2.2, 7.4.2, and 7.4.3 of the *Windsor Municipal Planning Strategy*;

AND WHEREAS the Council of the Town, at a meeting held on May 26th, 2009, approved this request and adopted this Development Agreement by policy;

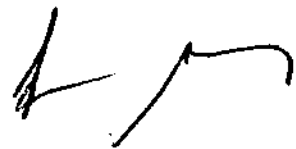
AND WHEREAS the following Schedules shall be attached to this agreement and form a part of this agreement;

- (i) Schedule A – Legal Description;
- (ii) Schedule B – Site Plan;
- (iii) Schedule C – Building Elevations;

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

1.0 GENERAL REQUIREMENTS AND ADMINISTRATION

- 1.1 The Owner agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.



- 1.2 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Town of Windsor Land Use By-law (the "Land Use By-law"), as may be amended from time to time.
- 1.3 Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia, and the Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Property.
- 1.4 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.5 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.

2.0 USE OF LAND AND BUILDINGS

- 2.1 The uses permitted on the Property shall be limited to:
- (a) commercial uses located on the ground floor which shall be limited to:
 - (i) arts and crafts studios including photography;
 - (ii) banks and financial institutions;
 - (iii) museums, art galleries and libraries;
 - (iv) offices;
 - (v) repair and rental establishments;
 - (vi) retail stores;
 - (vii) personal service shops;
 - (b) a maximum of four (4) dwelling units located on the upper floors of the building.
- 2.2 The total area devoted to commercial use on the Property shall not exceed 3,000 sq. ft. gross floor area.
- 2.3 Notwithstanding clause 2.1 (a), the Development Officer may approve the use of the ground floor units for residential use provided:
- (a) no more than two dwelling units shall be permitted on the ground floor;
 - (b) all requirements for parking as set out in clause 7.0 of this Agreement are met; and
 - (c) all Building Code and other construction requirements are met.
- 2.4 No other uses are permitted on the Property.

3.0 BUILDING EXPANSION AND RENOVATION

- 3.1 Nothing in this agreement shall prevent the carrying out of renovations or the construction of additions to the buildings on the property, provided such construction does not result in an increase in the commercial floor area in excess of the limit specified in Clause 2.2 herein, and provided all other requirements of this agreement and the Land Use By-law, as amended from time to time, are met.



4.0 LOCATION OF MAIN BUILDING

- 4.1 The main building shall be located on the Property in conformity with the Site Plan attached as Schedule "B".
- 4.2 The Development Officer may approve minor changes to the site plan provided the minimum yard requirements of the underlying Town Centre zone and all other requirements of this agreement are met.

5.0 ACCESSORY BUILDINGS

- 5.1 The erection of accessory structures is permitted in accordance with the provisions of Section 5.1 of the Land Use By-law.

6.0 ARCHITECTURAL DESIGN AND APPEARANCE

- 6.1 The exterior design of the main building shall be reasonably consistent with the architectural elevation drawings attached as Schedule "C" to this agreement. Any future additions to the building shall be similar to the existing building in terms of building style, the size and shape of windows, height, façade, cladding, and trim.

7.0 ACCESS AND PARKING

- 7.1 Driveways and parking areas shall be located in reasonable conformity with the Site Plan attached as Schedule "B".
- 7.2 A minimum of ten and a maximum of 14 parking spaces shall be provided on the Property.
- 7.3 All required parking spaces shall have minimum dimensions of 9 feet by 18 feet (3.05 m by 6.10m). Parking aisles shall be a minimum of 20 feet (6.10 m) in width.
- 7.4 No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods to an extent that a loading space would be required.

8.0 RECREATIONAL SPACE

- 8.1 Private recreational space shall be provided on the Property as follows:
- (a) an individual balcony for each residential unit above the ground floor in accordance with the building elevations attached as Schedule "C"; and
 - (b) common patios for the ground floor units in accordance with the Site Plan attached as Schedule "B".

9.0 LANDSCAPING

- 9.1 Landscaped areas consisting of trees, shrubbery and grass shall be in reasonable conformity with the Site Plan, attached as Schedule "B", and shall be maintained along both side yards and the front and rear yards.



10.0 SITE DRAINAGE

10.1 The owner shall submit a site drainage plan addressing how surface water will be managed on the Property.

11.0 SIGNAGE

11.1 Advertising signage shall be limited to one sign per commercial use on the Property. All other provisions of Section 7.0 of the Land Use By-law pertinent to the Town Centre zone, will apply.

12.0 ILLUMINATION

12.1 Illumination shall be permitted on the Property in accordance with the requirements of Section 5.18 of the Land Use By-law.

13.0 MAINTENANCE

13.1 The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any 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.

14.0 HOURS OF OPERATION

14.1 The hours of operation for commercial activities in the two ground floor units shall be limited to between 9:00 am and 9:00pm, Monday to Friday, and 9:00am to 6:00pm, Saturday and Sunday.

15.0 AMENDMENTS

15.1 The provisions of this Development Agreement relating to the following matters are not deemed to be substantive and may be amended by resolution of Council:

- (a) hours of operation;
- (b) size of signs.

15.2 Amendments to any matters not identified under Clause 15.1 shall be deemed to be substantive and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

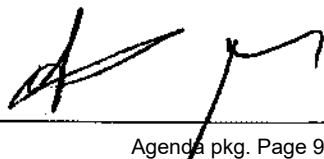
16.0 ADMINISTRATION AND ENFORCEMENT

16.1 This Agreement shall be administered by the Development Officer for the Town.

16.2 Enforcement of this Agreement shall be the responsibility of the Town.

17.0 LAND USE BY-LAW

17.1 All references in this agreement to the "Land Use By-law" are to the Windsor Land Use By-law, or its successors.



18.0 ONUS FOR COMPLIANCE ON OWNER

18.1 Any failure of the Town 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 Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

19.0 REGISTRATION OF AGREEMENT

19.1 The Development Agreement shall be registered as a burden on the Registered Interests upon the Property, described as "Agreement re: use of land".

20.0 COSTS

20.1 The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of recording and filing this Agreement, as well as all costs associated with any amendment thereof.

21.0 AGREEMENT AND PERMITS

21.1 This Agreement shall not be entered into, or signed by both parties, until either the time of Appeal under Section 247 of the *Municipal Government Act* has expired, or any appeals which have been lodged have been disposed of and the resolution of Council has been affirmed by the Nova Scotia Utilities and Review Board.

21.2 Neither a development permit nor a building permit shall be issued until this Agreement has been executed by both parties and registered at the Registry of Deeds in Windsor, Hants County, Nova Scotia.

22.0 DEVELOPMENT AGREEMENT BOUND TO LAND

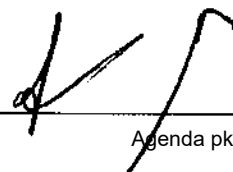
22.1 This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government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

23.0 SEVERABILITY OF PROVISIONS

23.1 It is agreed between the parties hereto that the provisions of this Agreement are severable one from the other, and that the invalidity or unenforceability of any provision does not affect the validity or enforceability of any other provision.


24.0 BREACH OF TERMS OR CONDITIONS

24.1 The Town, upon breach of any term or condition of this Agreement, may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may, if thirty (30) days notice in writing has been provided to the Owner, enter the land and perform any of the terms contained in the Development Agreement or terminate the Agreement. 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.



PROVINCE OF NOVA SCOTIA)
COUNTY OF HANTS)

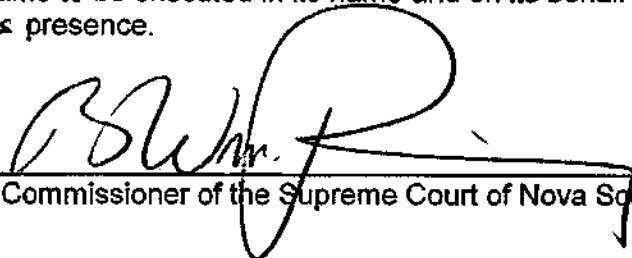
ON THIS day of ^{24th} day Nov, A.D., 2009, before me, the subscriber, personally came and appeared Shelleena Thornton, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE TOWN OF WINDSOR**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in her presence.


A Commissioner of the Supreme Court of Nova Scotia

Patricia G. Lowthers
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA)
COUNTY OF)

ON THIS ^{15th} day of November, A.D., 2009, before me, the subscriber, personally came and appeared Lloyd Robbins, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **ASSET MANAGEMENT LTD.**, 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 his presence.


A Commissioner of the Supreme Court of Nova Scotia

B. WILLIAM PIERCEY, Q.C.
A Barrister of the Supreme
Court of Nova Scotia

SCHEDULE "A"

2006-01-06 12:06:08

PDCA: NOTIFICATION OF APPROVAL

This is to confirm that we have approved a Parcel Description Certification Application for the following parcel:
45056363

The Type of Application is **EXISTING PARCEL**.

The Application Number is 119644.

The User Supplied Reference is 51545

Parcel Description:

All that lot of land and premises situate on Water Street, in the Town of Windsor, Nova Scotia, described as follows:

Commencing at the northwest corner of lands belonging to Eleazer Ellis,

Thence running north easterly 107 feet more or less to lands of H. Percy Scott,

Thence running southeasterly along said lands of the said H Percy Scott, 96 feet more or less to lands now or formerly owned by Horace Greeno,

Thence running southwesterly 107 feet more or less to lands formerly owned by George Pellow,

Thence running northwesterly and along the lands of George Pellow, and lands of said Eleazer Ellis 96 feet more or less to the place of beginning

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel

HANTS COUNTY Land Registration Office

**TOWN OF WINDSOR
MUNICIPAL LAND TRANSFER TAX
CERTIFICATE OF CLERK**
I hereby certify that dead transfer
tax on this deed has been paid in full
on this 6th day of Feb. A.D. 2006

Maurice Dill
TOWN CLERK OF THE
TOWN OF WINDSOR



SCHEDULE "B"

PREPARED BY:
 MR. S. MADHAY
 CIVIL ENGINEER
 1000 W. 10TH ST.
 WINDSOR, N.S.

DATE:
 10/10/11

PROJECT:
 DEVELOPMENT AT
 LOT #10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, N.S.

CONTRACT NO.:
 11-10-11

SCALE:
 AS SHOWN

APPROVED BY:
 MR. S. MADHAY
 CIVIL ENGINEER
 1000 W. 10TH ST.
 WINDSOR, N.S.

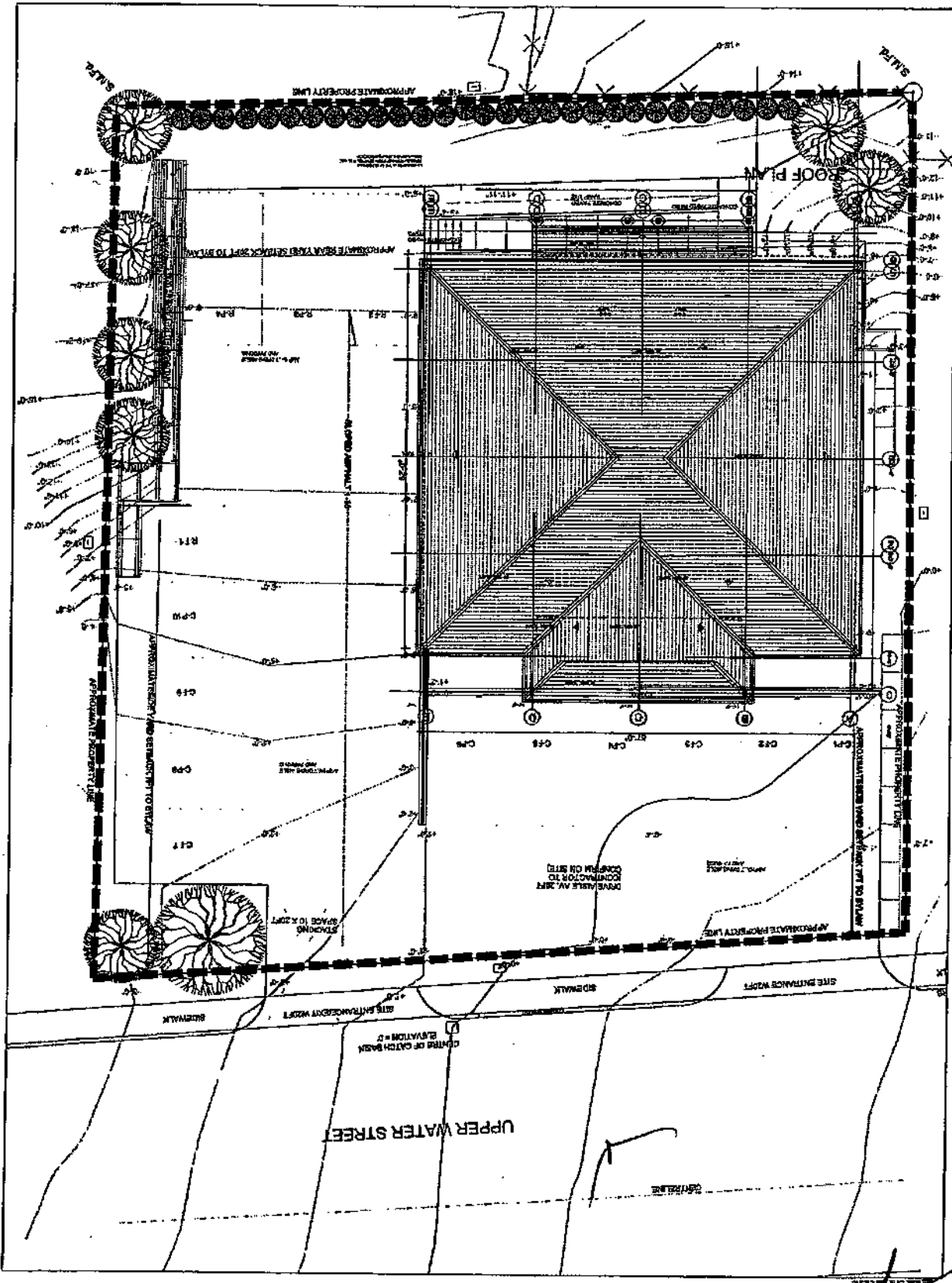
DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

PROJECT:
 DEVELOPMENT AT
 LOT #10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, N.S.

DATE:
 10/10/11

SCALE:
 AS SHOWN

APPROVED BY:
 MR. S. MADHAY
 CIVIL ENGINEER
 1000 W. 10TH ST.
 WINDSOR, N.S.

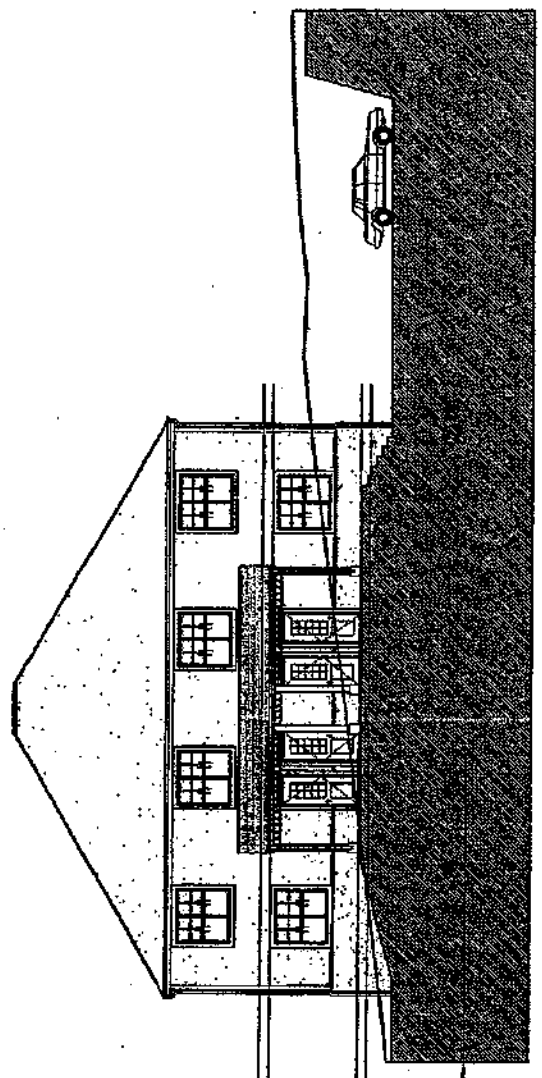


MR. G. MOONEY
 100 WINDSOR STREET
 WINDSOR, MASSACHUSETTS 01903
 TEL: 508/853-1234
 FAX: 508/853-1234
 E-MAIL: G.MOONEY@WINDSORMASS.COM

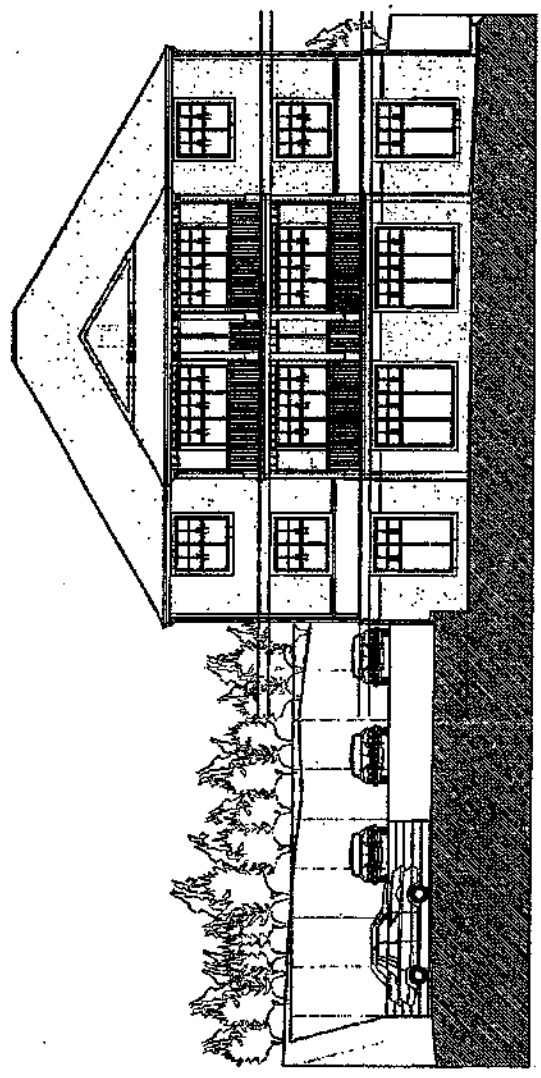
SCHEDULE "C"

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

PROJECT: DEVELOPMENT AT
 LOT 100, ADDRESS:
 UPPER WATER STREET,
 WINDSOR, MASS.
 SITE SECTIONS:
 EAST, WEST
ASK20
 DATE: 10/15/2010
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



REAR, SOUTH EAST FACING ELEVATION



ELEVATION FACING NORTH WEST TO UPPER WATER STREET

MR. G. MORRIS
 DEVELOPMENTAL ENGINEER
 1000 W. 10TH ST.
 WINDSOCK, N.S.

ALL RIGHTS RESERVED
 PROJECT OF ARCHITECTURAL
 DRAWINGS AND PLANS OF
 DEVELOPMENTAL ENGINEER
 1000 W. 10TH ST.
 WINDSOCK, N.S.

CONSULTING
 ARCHITECTURAL & ENGINEERING FIRM
 1000 W. 10TH ST.
 WINDSOCK, N.S.

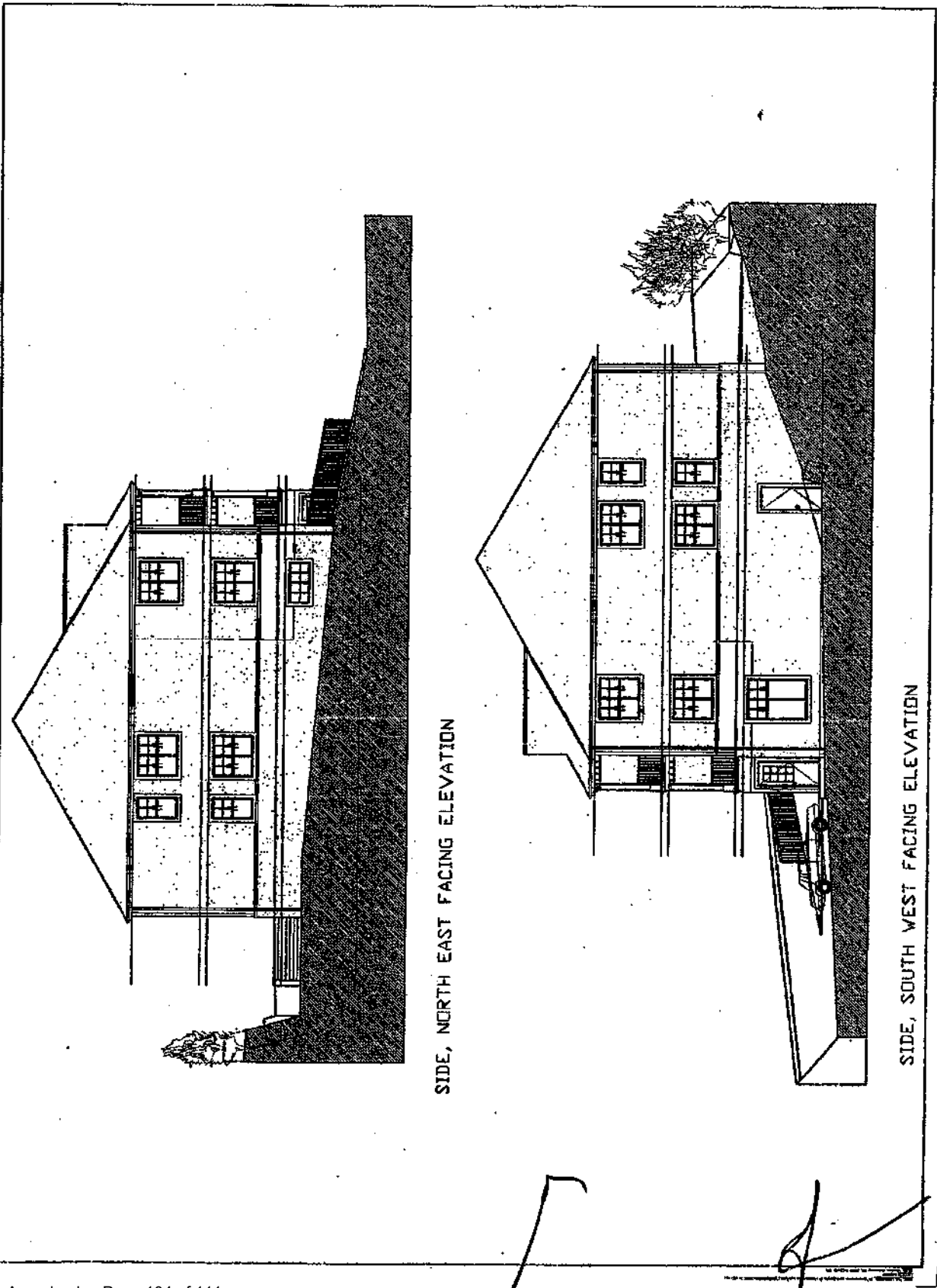
SCHEDULE "C"

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

PROJECT
 DEVELOPMENT AT
 LOT P20 4858363
 UPPER WATER STREET,
 WINDSOCK, N.S.

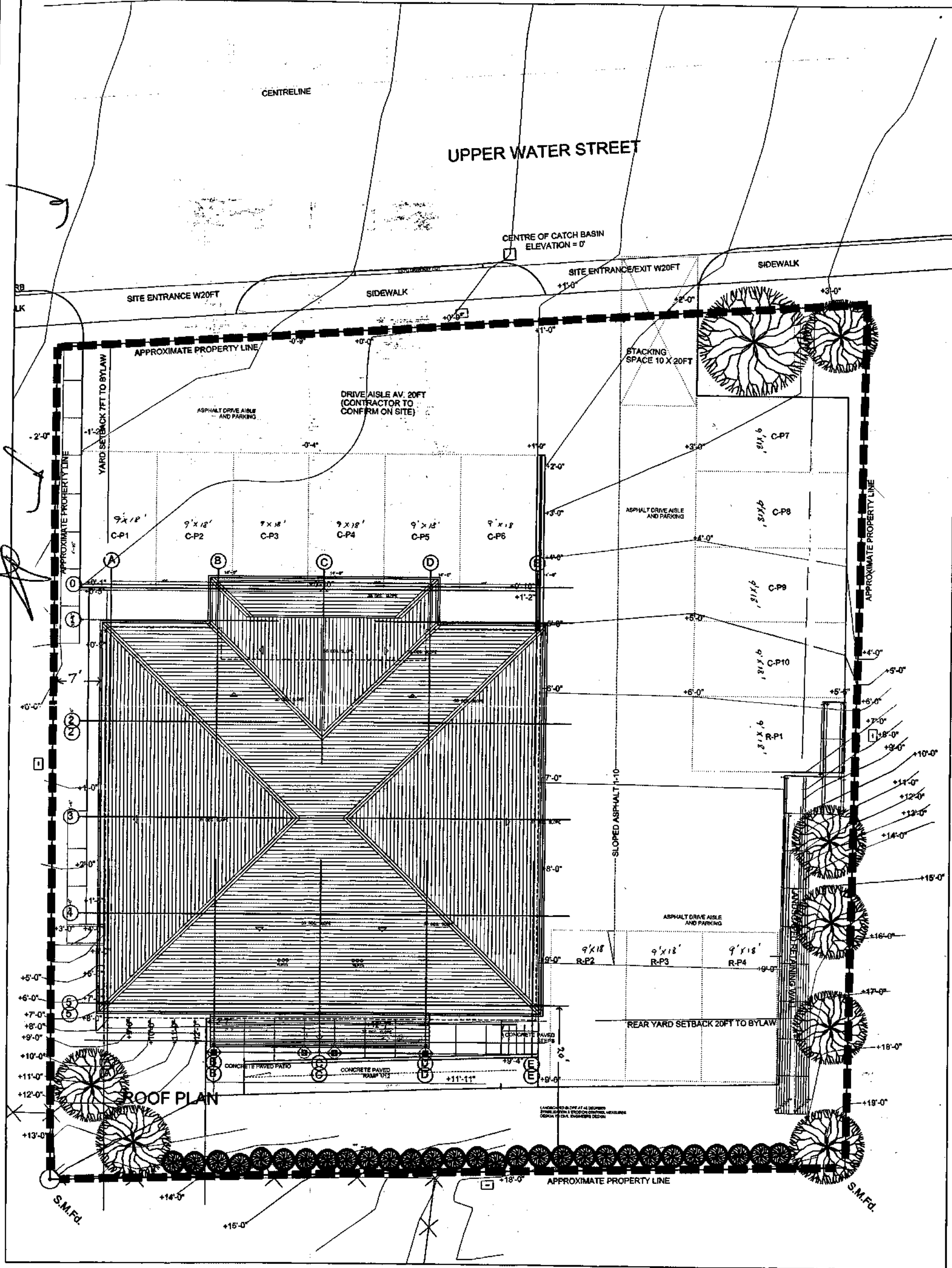
SITE SECTIONS
 NORTH - SOUTH

ASK21
 1000 W. 10TH ST.
 WINDSOCK, N.S.



SIDE, NORTH EAST FACING ELEVATION

SIDE, SOUTH WEST FACING ELEVATION



ASK010A

Project: DEVELOPMENT AT LOT PID 4506363 UPPER WATER STREET, WINDSOR, N.S.

Site: SITE_PLAN_SETBACKS

NO.	REVISION/COMMENT	DATE
1	ISSUED FOR PERMIT	12/14/01
2	REVISED	01/28/02

Drawn by: [Name]
 Checked by: [Name]

**DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION**

Client: MR. S. KADRAY
 ASSET MANAGEMENT LIMITED
 1000 HURONTARIO STREET
 WINDSOR, ONTARIO N9A 1K5

Consultants: LM ARCHITECTURAL & INTERIOR DESIGN
 1000 HURONTARIO STREET
 WINDSOR, ONTARIO N9A 1K5
 TEL: (519) 253-8888
 FAX: (519) 253-8889

PAC/HAC DASHBOARD - MAY 2025

START DATE	MATTER/QUESTION	ACTION	STATUS
Jan-24	TOW Industrial Lands Study	Review to consider update	Attached to March 2024 Minutes
Jun-24	Minas Basin Flood Study	Committee requesting presentation	Deferred until new info
Oct-24	Notification distances for PIM's	Planning to bring back for discussion	Discussed at April meeting
Jan-25	Number of inquiries re Bill 177	Planning to provide #	Discussed at April meeting
Mar-25	Lists of DA's & Rezoning's	Committee to discuss additional documentation	Discussed at April meeting
Apr-25	PIMs in affected communities	Planning to forward information	Previous report discussing this was forwarded to the Committee
Apr-25	NS Coastal Hazard Map	Link to be shared with Committee	https://nsgi.novascotia.ca/chm

9.0 Business Arising from the Minutes (File Updates)

Staff Review

9.1 File #24-22 Development Agreement: 411 King Street, Windsor Phase 2 (Alex Dunphy)

This is a development agreement application for Phase 2 of the residential development at 411 King Street, Windsor. The first phase is already approved and is for 18 stacked townhouse units on the site of the old Baptist church. The second phase is a 7-storey, 60-unit apartment building on the land behind the church. The PIM was held on November 6, 2024. Alex is processing feedback from inquires and working with the developer to address that feedback before he brings this file forward to the PAC/HAC.

9.2 File #25-13 Development Agreement: Bear Lake Wind Farm (Kari Fougere)

This is an application to permit eleven 5.9-megawatt wind turbines on PIDs 45060068, 45399540, 45399573, 45399532, 45060076, 45060092, 45061694, 45062957, 45399557, 45399581, 45401833, 45401841, 45401858, 45042660, and 45042694 in the Upper Vaughan area. This application was originally submitted as File #24-03. The applicants withdrew their application and resubmitted them under the amended wind farm criteria in the West Hants Municipal Planning Strategy (WHMPS). The application is the same as the one submitted for File #24-03. On March 13, 2025, the PAC/HAC recommended to Council that another Public Information Meeting should be held. On March 25, 2025, Council directed staff to hold another Public Information Meeting. Before that could be scheduled, the applicants withdrew this application have re-submitted a new, updated application. Staff have scheduled a Public Information Meeting for May 21, 2025. This item may now be removed from the agenda and replaced with the new file, #25-18.

9.3 PIDs 45055241, 45190386, and 45366457, Wentworth Rd, Windsor (Will Hong)

This is a rezoning and development agreement application to permit large-scale retail development on PID 45055241 and a portion of PID 45190386 on Wentworth Rd, Windsor. It is part of an application containing multiple requests. The Public Information Meeting for the application was held on March 5, 2025. The comment period was open until March 19, 2025, and staff did not receive any comments from the public during this period. Staff is in the process of drafting the Development Agreement and expects to present this application to PAC/HAC within the next few months.

9.4 File #24-26 Rezoning: 1177 King Street, Windsor, PID 45053816 (Alex Dunphy)

This is an application to rezone the subject lot from the Single Unit Residential (R-1) zone to the Two Unit Residential (R-2) zone to permit converting the existing dwelling into a two-unit structure as well as subdividing the lot for an additional two-unit structure. This application was originally brought to the PAC/HAC on March 13, 2025, where it was deferred so Alex could confirm some information with the Development Officer. This information was provided in Alex's report and PAC/HAC recommended in favour of this application on April 14, 2025. This application has been withdrawn and can now be removed from the agenda.

9.5 File #25-05 Development Agreement: PID 45382934, Highway 14, Windsor Forks (Alex Dunphy)

This is a development agreement application to permit tourist accommodation on the subject property in the form of four geodomes. The Public Information Meeting was held on April 2, 2025, and four members of the public spoke at the meeting. The public comment period was open until April 16, 2025, and 1 comment was received. Staff are currently working with the applicant on the draft development agreement and hope to bring a recommendation report to a future PAC/HAC meeting.

First Readings / Public Hearings

9.6 File #24-25 Rezoning: 33 Lakewood Drive, Brooklyn, PID 45017183 (Will Hong)

This is an application to rezone 33 Lakewood Drive, Brooklyn, PID 45017183, from the split zoning of Highway Commercial (HC) and Two-Unit Residential (R-2) to entirely Two-unit Residential (R-2). The intent is to subdivide into three separate residential lots after rezoning. The Public Information Meeting was held on January 15, 2025. The PAC/HAC recommended in favour of this application on March 13, 2025. First Reading was held on March 25, 2025, and the Public Hearing Second Reading were held on April 22, 2025, where Council approved the application. A notice of approval was published on May 2, 2025, initiating the 14-day appeal period.

9.7 File #25-01 Rezoning and WHLUB Amendments: PID 45405784, College Rd, Windsor (Will Hong)

This is an application to rezone PID 45405784 on College Rd, Windsor, from Single Unit Residential (R-1) to Institutional (I) and amend the Windsor Land Use By-law (WLUB) to allow agrivoltaics systems as an accessory use in the Institutional (I) Zone. The Public Information meeting was held on February 5, 2025. The PAC/HAC recommended in favour of this application on March 13, 2025. First Reading was held on March 25, 2025, and the Public Hearing and Second Reading were held

on April 22, 2025, where Council approved the application. A notice of approval was published on May 2, 2025, initiating the 14-day appeal period.

Notice of Approval / Minister Review / Appeals

9.8 File #23-21 Windsor, West Hants and Hantsport MPS/LUB Amendments: Housing Accelerator Fund Initiatives #1-3 (Will Hong)

The Housing Accelerator Fund is a federal funding program initiated by the Canadian Mortgage Housing Corporation (CMHC). Through this program, municipalities can access funding and resources to help streamline the development process to accelerate housing development. As part of the application, a Housing Action Plan was submitted with 7 initiative items to support housing development. To fulfill the funding agreement, staff have drafted amendments to Initiatives #1-3, which include amendments to the West Hants, Windsor, and Hantsport Municipal Planning Strategies and Land Use By-laws. PAC/HAC recommended in favour of the amendments on January 9, 2025. At First reading on February 25, 2025, Council requested further amendments. Public Hearing and second reading were held on March 25, 2025, and Council approved the amendments at this time. The amendments have been sent to the Department of Municipal Affairs for review and were approved on April 23, 2025. The amendments will take effect as of the publishing of the Notice of Approval on May 2, 2025, and this item can now be removed from the agenda.

9.9 File #23-33 Development Agreement: PID 45402831 Windsor Back Road, Three Mile Plains (Alex Dunphy)

This application is for a development agreement to permit 87 residential units in 3 multi-unit buildings on a vacant property on Windsor Back Road in Three Mile Plains. The Public Information Meeting was held on November 2, 2023. PAC/HAC recommended in favour of this application on June 13, 2024. First Reading was scheduled to be held on June 25, 2024, however Council requested staff get written confirmation from NSECC regarding the watercourse on the property. First Reading was then postponed until such confirmation is received. Written confirmation was received, and First Reading was held on July 23, 2024. The Public Hearing and Second Reading were held on September 24, 2024, where Council refused the application. Notification was sent to the applicant on September 27, 2024, outlining Council's reasonings for refusal and initiating the 14-day appeal period. The developer has appealed Council's decision on October 10, 2024. The appeal hearing was held mid-February 2025. Staff are now awaiting the Nova Scotia Regulatory and Appeals Board's (formally UARB) decision.

ACTIVITY REPORT

For Month of April 4/30/2025

Type	Apr 2024			Apr 2025		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
Single Family	25	15	4,691,020	14	4	1,599,000
Duplex/Semi	3	6	1,250,000	0	0	0
Apartments	2	1	3,028,000	1	28	3,000,000
Other Residential	21	0	762,401	18	0	388,827
Commercial	4	0	2	2	0	1,300,000
Industrial	2	0	200,000	0	0	0
Inst & Gov	2	0	2,520,000	0	0	0
Agriculture	2	0	370,000	0	0	0
Other	1	0	1	0	0	0
Total	62	22	12,821,424	35	32	6,287,827
Year To Date	126	40	20,505,720	110	72	99,491,789
Demolition	1	1		3	3	
Sign Permits	1			2		
Sub Applications	2	1 (Lots Requested)		7	11 (Lots Requested)	



THE MUNICIPALITY OF CHESTER

NOTICE OF PUBLIC HEARING

In the matter of the Municipal Government Act and the Municipality of the District of Chester

TAKE NOTICE THAT on Thursday, April 24, 2025, Chester Municipal Council gave “First Reading” to draft amendments to the Chester Municipal Planning Strategy and Land Use Bylaw. The purpose of the amendments is in reference to Short-term Rental accommodations by adding policy and a general provision and adding and amending definitions for accommodations to distinguish short-term rental accommodations from traditional tourist accommodations and reference other applicable municipal by-laws.

A **PUBLIC HEARING** will be held on **Thursday, May 15, 2025, beginning at 6:00 p.m.** in Municipal Council Chambers (151 King Street, Chester).

Residents can give their opinions at the Public Hearing by speaking in person or sending written comments to: Pamela Myra, Municipal Clerk, 151 King Street, PO Box 369, Chester, NS B0J 1J0 or pmyra@chester.ca.

Comments must be received before 4:30 p.m. on Thursday, May 8, 2024

Council may vote to approve or reject the amendments at the Council Meeting which will follow the conclusion of the Public Hearing.

Copies of the proposed changes are available by contacting the Community Development Department, located at 186 Central Street, Chester.

This Notice was posted to the Municipal Website on April 28, 2025.

Call us!

902-275-2599

Email us!

planning@chester.ca