



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Alex Dunphy, Planner

Date: May 9, 2024

Subject: Non-substantive Development Agreement Amendment: Wagners Court, Windsor (PIDs 45058310 and 45058344); File # 24-13

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that PAC/HAC recommends that Council approve the non-substantive development agreement amendment for the lots located on Wagners Court in Windsor, now identified as PIDs 45058310 and 45058344 and after consolidation of the lots by their joint successor PID, in a manner substantively the same as the draft set out in Attachment B of the report File #24-13 to the Planning and Heritage Advisory Committee dated May 9, 2023.

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

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received from Edward Edelstein of Geome Properties Limited on March 26, 2024. The application is for a non-substantive amendment to the existing development agreement on Wagners Court to allow for reconfiguration of the unit style of the grouped dwellings.

The original development agreement application was to permit a conversion of 5 single-unit dwellings into two-unit dwellings for a total of 11 units across the two subject lots. This development agreement was approved by Council on February 27, 2024. Following a conversation with Canada Mortgage and Housing Corporation (CMHC) the applicant would only be eligible for funding for a development with a minimum of 5 units. To accomplish this, the original subject lots are being consolidated into a single subject lot which will then host two grouped dwellings consisting of a 5-unit building and a 6-unit building in a near identical location as proposed in the original application.

DISCUSSION

The subject lots are designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS). The subject lots are zoned Two Unit Residential (R-2) and are included in the Architectural Control District on Schedule A of the Windsor Land Use By-law (WLUB).

The subject lots are located on Wagners Court and currently have 3 single unit dwellings on each lot. The buildings were originally constructed as temporary housing after the fire of 1897 in Windsor. Due to the existing buildings being constructed prior to the implementation of the Windsor Land Use By-law, the buildings have been considered existing non-conforming. This means that the buildings do not meet the setback requirements of the current WLUB.

Development Agreement Amendments

A property owner can apply for an amendment to a development agreement registered on their property at any time. Section 3.3 of the development agreement with Geome Properties Limited outlines substantive matters of the development agreement, which are as follows:

- (a) the uses permitted on the Property as listed in Section 2.1, Use;
- (b) a reduction of the minimum setbacks as listed in Section 2.2, Development Location and Design; and
- (c) the fire safety requirements listed in Section 2.10, Fire Safety.

As the original development agreement was for grouped dwellings consisting of 11 total dwelling units, the amendment to the development agreement is considered non-substantive

due to the requested land use not changing. The only change to the development agreement is the unit style of the grouped dwellings and the site plan. This requested change is considered to be non-substantive as outlined in the *Next Steps* section of this report.

Proposed Amendments

The applicant has requested a connection between the three units on the north side of Wagners Court, creating a 5-unit building and the three units on the south side of Wagners Court, creating a 6-unit building. The only change physical present in the development will be a small service connection running to each of the buildings on either side of Wagners Court.

All remaining terms and conditions of the development agreement will remain in full force and effect.

Municipal Planning Strategy Review

Policy 5.4.6 of the WMPS provides Council with the ability to consider new grouped dwellings by development agreement in the Residential designation.

The proposal has previously been considered in relation to the specific criteria in Policy 5.4.6, Policy 13.0.3, and the general criteria in Policy 16.3.1 (Attachment A). As this is a non-substantive amendment to the development agreement, the application has not been reevaluated against the specific or general criteria in the WMPS.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

The proposal has been previously considered in relation to the Municipal Climate Change Action Plan (MCCAP) for Windsor (2014). As this is a non-substantive amendment to the development agreement, the application has not been reevaluated against the MCCAP for Windsor (2014).

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

NEXT STEPS

As noted above, the draft development agreement amendment is non-substantive in nature and 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 amended development agreement to alter the unit style of the grouped dwellings, consisting of 11 dwelling units, on the consolidated PID consisting of PIDs 45058310 and 45058344 on Wagners Court in Windsor.

Process

Staff Review

▼
PAC/HAC Review and Recommendation – May 9

▼
Council Decision – May 28*

▼
Notice of Approval in Local Paper

▼
14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

- approve the development agreement amendment as drafted or as specifically revised by direction of PAC/HAC; or
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A 2023-12-14 Staff Report Development Agreement: 172, 179, 180, 187 & 188 Wagners Court, Windsor (PIDs 45058310 and 45058344); File # 23-35

Attachment B Draft Development Agreement Amendment

Report Prepared by: _____
Alex Dunphy, Planner

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

**Attachment A – 2023-12-14 Staff Report Development Agreement:
172, 179, 180, 187 & 188 Wagners Court, Windsor (PIDs 45058310 and 45058344); File # 23-35**



WEST HANTS REGIONAL MUNICIPALITY REPORT

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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Alex Dunphy, Planner

Date: December 14, 2023

Subject: Development Agreement: 172, 179, 180, 187 & 188 Wagners Court, Windsor (PIDs 45058310 and 45058344); File # 23-35

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow grouped dwellings, consisting of 11 dwelling units, on PIDs 45058310 and 45058344 on Wagners Court in Windsor which is substantively the same as the draft set out in Attachment B of the report File #23-35 to the Planning and Heritage Advisory Committee dated November 14, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Edward Edelstein which permits grouped dwellings, consisting of 11 dwelling units, on PIDs 45058310 and 45058344 on Wagners Court in Windsor be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received from Edward Edelstein of Geome Properties Limited on October 11, 2023. The application is to allow the conversion of 5 single unit dwellings into 5 two-unit dwellings on Wagners Court by development agreement.

DISCUSSION

The subject lots are designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). The subject lots are zoned Two Unit Residential (R-2) and are included in the Architectural Control District on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2).

The subject lots are located on Wagners Court and currently have 3 single unit dwellings on each lot. The buildings were originally constructed as temporary housing after the fire of 1897 in Windsor. Due to the existing buildings being constructed prior to the implementation of the Windsor Land Use By-law, the buildings have been considered existing non-conforming. This means that the buildings do not meet the setback requirements of the current WLUB.

Surrounding Context

All surrounding properties are designated Residential and zoned Two Unit Residential (R-2), except the back portion of the Windsor Curling Club, being zoned Town Centre (TC) and a larger property to the south and one on the corner of Gray Street and Munroe Street which are both zoned High Density Residential (R-4). Most surrounding properties contain residential uses, with the Windsor Curling Club being located on the north side of Gray Street.

Municipal Planning Strategy Review

Policy 5.4.6 of the WMPS is the primary enabling policy to be considered for this application. This policy provides Council with the ability to consider new grouped dwellings by development agreement in the Residential designation. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the proposal does not further reduce the setbacks of the existing non-conforming buildings;
- the proposal is considered compatible with adjacent land uses;
- the draft development agreement outlines buffering and landscaping requirements;
- the architectural design of the proposal meets the requirements of the Central Residential District of the Architectural Design Manual;

- the Development Officer, Public Works Engineering Division, Fire Chief, Manager of Building and Fire Inspection Services, and the Municipal Traffic Authority have no concerns which have not otherwise been addressed in this report.

Policy 13.0.3 of the WMPS establishes the requirement for comments and recommendation from the Planning and Heritage Advisory Committee on the design review of applications for development agreements within the Architectural Control Districts. With consultation from the Development Officer, planning staff have reviewed the proposed design of the buildings, attached as Schedule B of the draft development agreement (Attachment B), and have determined that it conforms to the requirements of the Central Residential District of the Architectural Design Manual (Attachment C). The aspects reviewed by staff include:

- architectural style and façade design;
- height, proportion, and orientation;
- front yard setback;
- roof pitch and style;
- windows and dormers;
- cladding and trim;
- porches, porticos, and verandas;
- exterior staircases and fences; and
- barrier-free access.

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

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

MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

The applicant has noted that the existing buildings were damaged during the July 2023 flood event. They have stated they will be removing existing crawl spaces, raising the main floor height, and building a new foundation from on-grade concrete slab to mitigate any future flooding impacts.

In accordance with the Municipal Services Specifications Manual, the Public Works Engineering Division will require the developer to provide a confirmation from an engineer that the pre- and post-development flows are neutral or better than before the development.

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

ADDITIONAL CONSIDERATIONS

During the November 2, 2023 Public Information Meeting, the applicant had stated that the development would be a reconstruction using the existing framework. However, after further investigation the applicant reported to staff that the damage to the existing buildings was more extensive than originally anticipated and would instead need to be completely rebuilt. Staff discussed this change with the Development Officer and determined that demolition and reconstruction of the units, as opposed to renovation, would not affect the development agreement application.

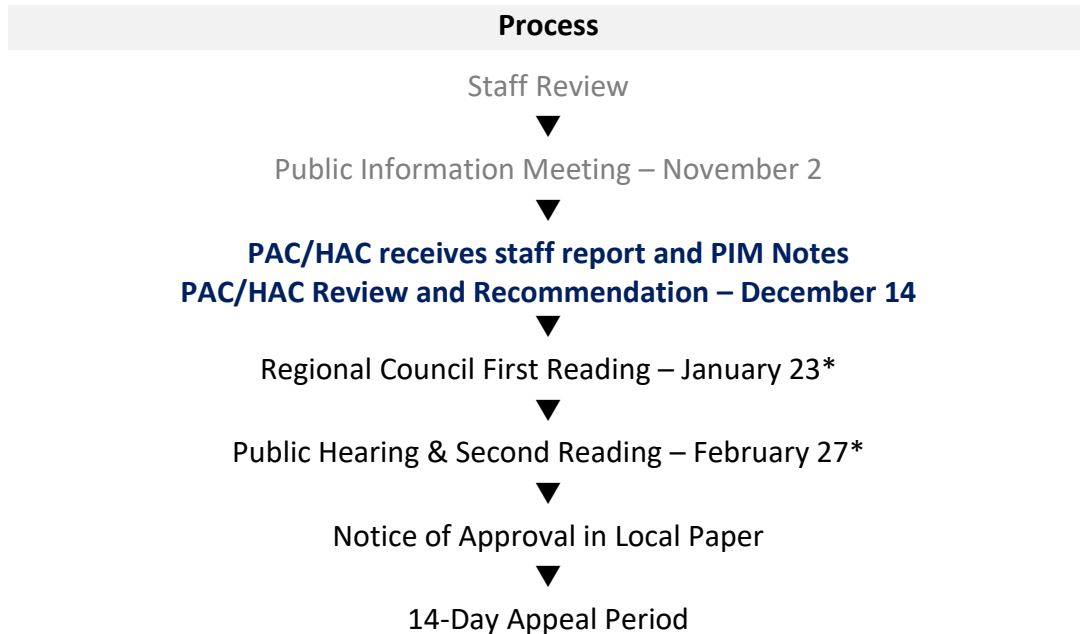
During the November 9, 2023 PAC/HAC meeting, a Committee member asked about the notification signage referring to the proposal as affordable housing. Staff responded that this was a mistake and that our policies only allow development agreements to regulate land use, not rental cost.

Another question was asked during the November 9, 2023 PAC/HAC meeting, regarding how the proposal would be affected by floodwater. As part of the floodproofing measures for the proposal, the applicant has included several floodproofing components. These include removing the existing crawl spaces, raising the main floor height, and building a new foundation from on-grade concrete slab. The applicant does not intend to change the grading of the subject lot, only the height of the buildings. As noted above, confirmation will be required from an engineer that pre- and post-development flows are neutral or better than before the development. This will ensure that there is no increase in stormwater runoff due to the proposal.

Prior to the filing of this report, the applicant had requested to submit an altered site plan (Schedule B of Attachment B). This site plan shows the buildings being moved towards each other, which helps to alleviate the non-conforming side yard setbacks, but further reduces the separation distance between the proposed buildings. At the time of writing this report, staff have not yet received comment from the Fire Chief and the Manager of Building and Fire Inspection Services but have requested a meeting to address any potential concerns.

NEXT STEPS

As noted above, the draft development agreement has been considered within the context of both the specific and general policies of the WMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to consider permitting grouped dwellings, consisting of 11 dwelling units, on PIDs 45058310 and 45058344 on Wagners Court in Windsor by development agreement.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

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

ATTACHMENTS

Figure 1	GFLUM Extract
Figure 2	Zoning Map Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Architectural Design Manual Extract – Central Residential District
Attachment D	Public Information Meeting Notes

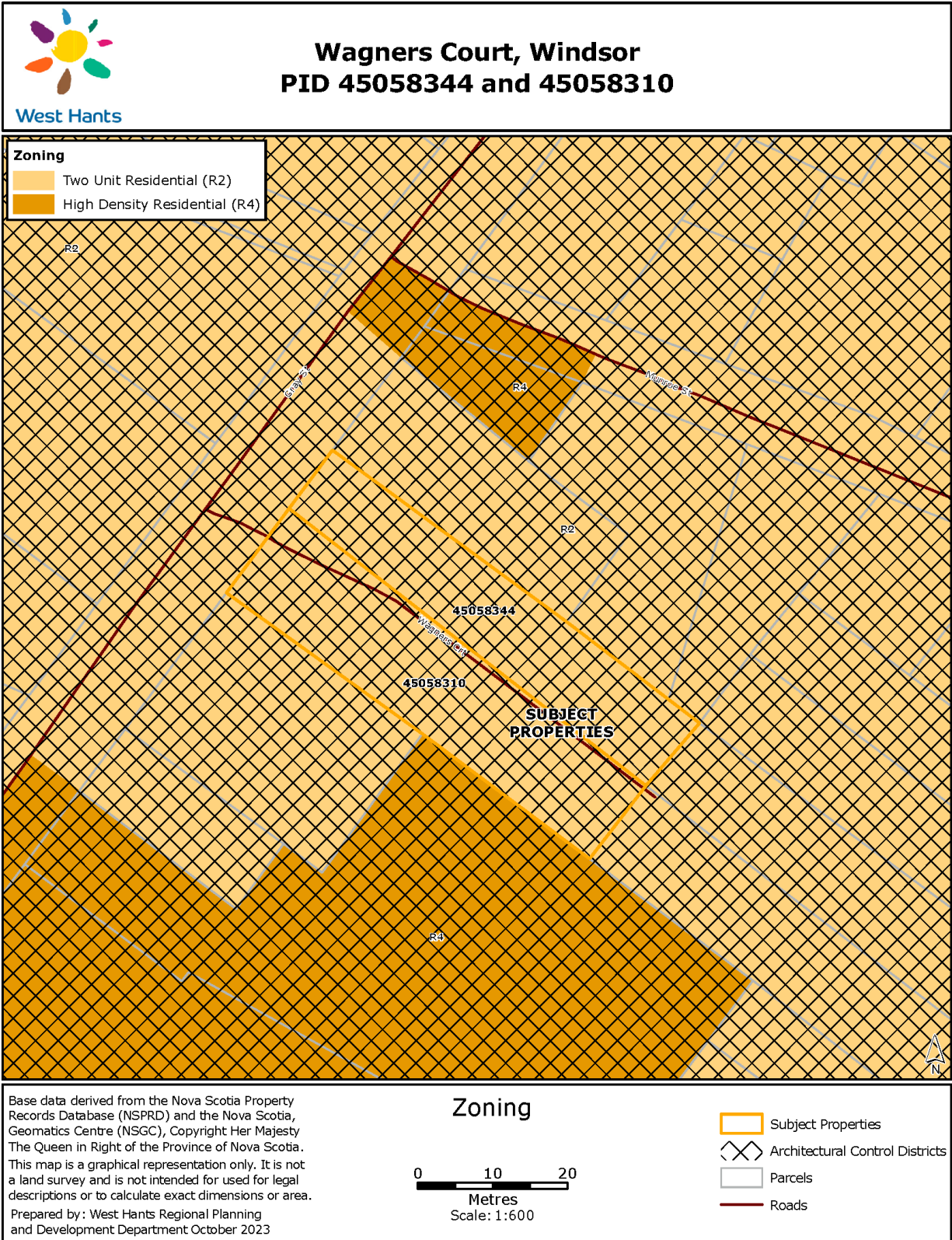
Report Prepared by: _____
Alex Dunphy, Planner

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

Figure 1 – GFLUM Extract



Figure 2 – Zoning Map Extract



Attachment A – Policy Summary for Development Agreement

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

(a) the proposed use meets one of the following:

<p><i>(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or</i></p>	<p>The existing buildings on the subject lots are considered existing non-conforming buildings as they were built prior to the current WLUB. The applicant has stated that the buildings have been significantly damaged due to the July 2023 flood events and need to be demolished and reconstructed. The Development Officer commented that the proposed development does not meet the rear or side yard setback requirements, minimum lot frontage, or minimum lot area for the High Density Residential (R-4) zone. However, as the current buildings are existing non-conforming, they may be reconstructed or repaired using the footprints of the existing buildings, as long as setbacks are not further reduced during the reconstruction. A property owner is given 12 months following demolition to reconstruct the buildings within the same footprint (Section 5.23 (c) of WLUB).</p>
<p><i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i></p>	<p>See Criterion (a) (i) of Policy 5.4.6.</p>

<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The existing development on the lot is somewhat atypical in terms of built form for the area. However, the proposal appears to be compatible with the size and appearance of adjacent land uses. The height of the proposal is less than the 35 ft. maximum building height set out in the High Density Residential (R-4) zone standards. The Development Officer also commented that the proposal would meet the architectural design requirements of the Central Residential District, which is required of to ensure that new developments match the appearance intended for this area. Staff consider this proposal to be compatible with adjacent uses.</p>
<p><i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i></p>	<p>The Municipal Traffic Authority commented that they have no concerns regarding traffic generation or density of the proposed development.</p>
<p><i>(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;</i></p>	<p>The draft development agreement outlines the buffering and landscaping requirements for all parking areas of the development.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The Windsor Land Use By-law requires one parking space per dwelling unit for this proposal. A total of 12 parking spaces are provided by the proposal. The Development Officer commented that the parking proposed would be adequate for the development.</p>
<p><i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the development; for conversion of existing buildings, nearby public parks may be deemed sufficient;</i></p>	<p>As the existing subject lots are undersized, there is limited space for on-site recreational space. There are nearby recreational spaces, such as Victoria Park, within a walkable distance from the proposal. The Development Officer commented that they have no concern regarding the</p>

	adequacy of recreational space for the proposal.
<i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i>	This criterion is considered not applicable, as the proposal consists of 11 dwelling units total. However, this criterion would be met regardless, as Gray Street is considered a collector street on the Transportation Map of the WMPS.
<i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i>	The Development Officer confirmed that the architectural design of the proposal would meet the requirements of the Central Residential District within the Architectural Design Manual.
<i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i>	The Manager of Building and Fire Inspection Services commented that the additions to the buildings, having no openings, steel cladding, and building the interior to meet Fire Code would ensure that the development has adequate fire protection. This will be reviewed during the building permit stage of development, if the development agreement is approved.
<i>(j) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below.

Policy 13.0.3	
<i>It shall be the policy of Council to seek comments and recommendations from the Windsor Heritage Advisory Committee on the following:</i>	
<i>(a) design review of applications for development agreements or Land Use By-law amendments within the Architectural Control Districts; and</i>	Staff have included the proposed building designs and the relevant section of the Architectural Control Manual to allow members of the PAC/HAC to review and provide comments.

<i>(b) the designation of new Architectural Control Districts and amendments to the Architectural Design Manual.</i>	Not Applicable, as no amendment is proposed.
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Policy 16.3.1
In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

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

<i>(i) the adequacy of sewer and water services;</i>	The Public Works Engineering Division commented that although capacity is not considered to be an issue, given the age of the current water/sewer infrastructure, they would suggest that the developer upgrade the mains under Wagner Court. The Public Works Engineering Division will also requires a bulk meter chamber to be installed by the developer. Staff have passed these comments along to the applicant. The applicant will be required to implement the requests of the Public Works Engineering Division during the construction phase.
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<i>(ii) the adequacy of school facilities;</i>	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated that they will accommodate all students.
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<i>(iii) the adequacy of fire protection;</i>	As the newest site plan was provided to staff immediately prior to the filing of this report, staff have not yet received comment from the Fire Chief and Manager of Building and Fire Inspections Services based on the altered setback. Staff have reached out to all parties to set up a meeting to discuss any potential concerns. This criterion will need to be addressed prior to finalization of the draft development agreement.
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<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>The Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.</p>
<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority has no concerns regarding movement suitability on the subject lots. Sidewalks are provided on Gray Street and pedestrian access is required to all building entrances in the draft development agreement. There is no active rail line in the vicinity.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lots are suitable in terms of dimension and shape for this proposal.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal does not significantly change the existing pattern of development. The Development Officer has no concerns regarding the pattern of development.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;</i></p>	<p>The subject lots did experience significant flooding during the July 2023 flooding events. The applicant has proposed several solutions in order to prevent future damage from flooding, including removing existing crawl spaces, raising the main floor height, and building a new foundation from on-grade concrete slab. The proposal does not intend to change the grading of the subject lot, only the height of the buildings. In addition, a confirmation of pre- and post-development flows from an engineer will be required prior to receiving development and building permits.</p>

<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial, and Federal regulations will have to be met.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	All relevant matters have been addressed in this report.

Attachment B – Draft Development Agreement



West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2024.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

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

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of the parcels of land located at PIDs 45058310 and 45058344 on Wagners Court in Windsor hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy, zoned Two Unit Residential (R-2) and are included in the Architectural Control District on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 11 dwelling units as grouped dwellings on the Properties (the “Development”); and

WHEREAS Policy 5.4.6 of the Municipal Planning Strategy and Section 6.1 (b) of the Land Use By-law enables Council to consider a development agreement for grouped dwellings; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2024, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto and the other conditions herein;

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law.

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B - Site Layout

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and

- (b) grouped dwellings, consisting of 11 total dwelling units.

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

2.2 Development Location and Design

- (a) The Development location and design shall be consistent with the Site Plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the buildings or other aspects of the Site Plan, provided that the setbacks are not further reduced.
- (c) The Properties shall be limited to 11 dwelling units. The Development shall conform to the following site requirements:

Minimum front yard	35 ft. (10.67 m.)
Minimum side yard	4 ft. (1.22 m.)*
Minimum rear yard	6 ft. (1.83 m.)
Maximum height of main building	35 ft. (10.67 m.)
Maximum height of accessory building	15 ft. (4.57 m.)

*The side yard setback shall not apply to the common lot line separating PIDs 45058310 and 45058344. The minimum side yard setback from this line shall be 0 ft. (0 m.)

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

2.3 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be constructed to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention. The vehicular entrance and exit shall be clearly demarcated.
- (c) Pedestrian access to all building entrances must be provided.

2.4 Parking

- (a) All parking spaces shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of one parking space per dwelling unit shall be provided for the Development.
- (c) Outside parking aisles and spaces shall be constructed to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (d) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m.) wide.
- (e) The number of parking spaces may be varied by the Development Officer.

2.5 Buffering

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

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

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

2.6 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.7 Maintenance

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

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

- (b) The Owner shall maintain the driveways to a level adequate to allow for access by emergency services vehicles.

2.8 Servicing

(a) Waste Collection

- (i) Municipal garbage collection will be provided to the Development from Gray Street.

(b) Water and Sewer Services

- (i) The building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.
- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

2.9 Fire Safety

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

2.10 Architectural Design

The architectural design of the Development shall be built according to the Elevation Renderings attached as Schedule B and shall be consistent with the provisions set out in

the Central Residential District Section of the Architectural Design Manual, as determined by the Development Officer.

PART 3 CHANGES and DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Properties from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
 - (b) a reduction of the minimum setbacks as listed in Section 2.2, *Development Location and Design*; and
 - (c) the fire safety requirements listed in Section 2.10, *Fire Safety*.
- 3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owner, provided the use of the Properties is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.6** Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

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

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the

Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

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

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to GEOME PROPERTIES LIMITED, 2159 GOTTINGEN STREET, HALIFAX, NOVA SCOTIA B3K 3B5, or at any other address provided by the Owner in writing.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner in writing.

5.10 Full Agreement

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

)

)

) **GEOME PROPERTIES LIMITED**

)

)

Per: _____

Witness

) Edward Edelstein, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Edward Edelstein**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

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

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

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

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

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Edward Edelstein, President

Schedule A
Legal Description – PIDs 45058310 & 45058344

PID 45058310

ALL those certain lots, pieces and parcels of land situate, lying and being in the Town of Windsor bounded and described as follows:

BEGINNING on the northeastern corner of property belonging to the estate of the late A. J. Richards and running thence northeasterly along Gray Street thirty-six feet to a stake;
THENCE southeasterly in a line parallel with the line of the said A. J. Richard's lot, two hundred feet, more or less, to the rear line of land owned by Thomas E. Puddington;
THENCE southwesterly along the rear line of said Puddington's land thirty-six feet to said A. J. Richard's lot;
THENCE northwesterly along the line of said A. J. Richards' lot two hundred feet, more or less, to the place of beginning.

BEING or intended to be the lands and premises conveyed to Angus MacGillivray by The Estate of Leslie Harold Swinamer by deed dated the 19th day of February, A.D., 1996 and recorded at the Registry of Deeds in and for Hants County in Book 773 at Page 256 as document 943.

PID 45058344



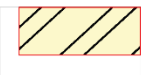
THAT certain other lot of land situate on Gray Street aforesaid in the Town of Windsor bounded and described as follows:

BEGINNING on said Gray Street at the southwestern corner of property of the estate of the late Peter Miles;
THENCE running along Gray Street in a southerly direction thirty-nine feet, more or less, or to the line of land formerly of C. L. Weeks;
THENCE running in an easterly direction along said Weeks' line two hundred feet to the rear line of the lot adjoining lands of Della Torre;
THENCE northerly along Della Torre's line thirty-nine feet, more or less, to the Miles line;
THENCE westerly along said Miles line two hundred feet to the place of beginning.

BEING or intended to be the lands and premises conveyed to Angus MacGillivray by The Estate of Leslie Harold Swinamer by deed dated the 19th day of February, A.D., 1996 and recorded at the Registry of Deeds in and for Hants County in Book 773 at Page 256 as document 943.

Schedule B
Site Plan and Architectural Design Drawings



-  - Existing building
-  - Newly Rebuilt as original
-  - Proposed addition 171 for mechanical room



2159 Gottingen St
Halifax, Nova Scotia
B3K 3B2

902. 412. 2329
info@ecogreenhomes.ca

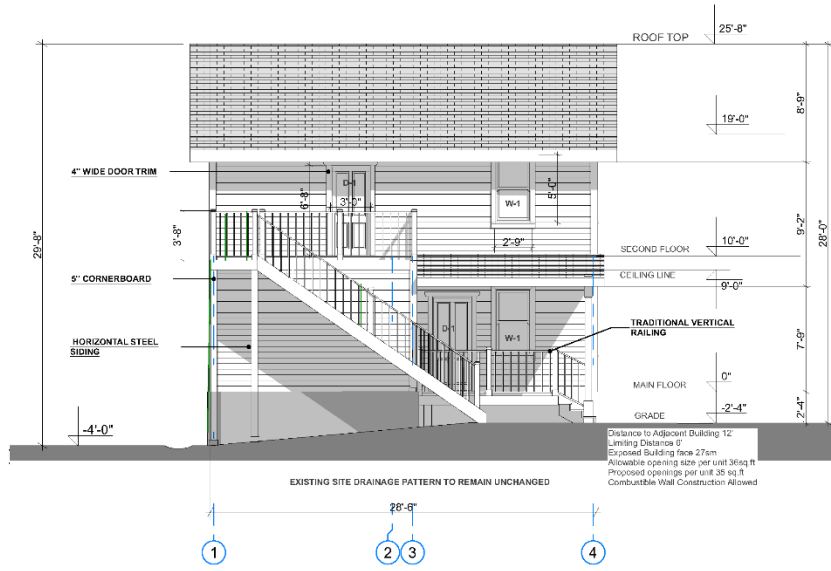
SITE PLAN

171, 172, 179, 180, 187, 188 Wagner's Ct

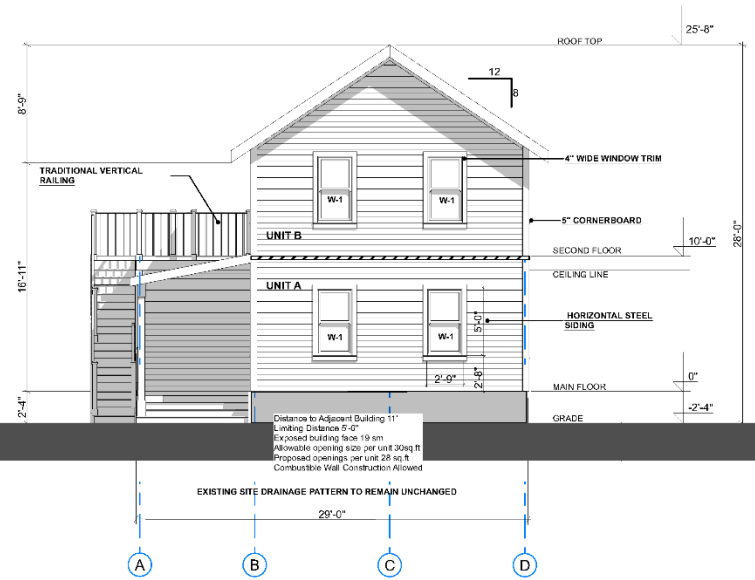
Date: 2023-12-07

A001

WEST ELEVATION



SOUTH ELEVATION



2159 Gottingen St
 Halifax, Nova Scotia
 B3K 3B2

902. 412. 2329
 info@ecogreenhomes.ca

PROPOSED WEST AND SOUTH ELEVATIONS

172, 179, 180, 187, 188 Wagners Ct.

Date: 2023-12-07

A201

Attachment C - Architectural Design Manual Excerpt – Central Residential District

2.0 GENERAL PROVISIONS

2.1 Relationship to the Land Use By-law

This Architectural Design Manual is adopted as a schedule to and forms a part of the Town of Windsor Land Use By-law. Within the Architectural Control Districts, the requirements herein shall apply in addition to all other requirements of the Town of Windsor Land Use By-law. Where there is conflict, the provisions of the Architectural Design Manual shall take precedence.

2.2 Application for a Development Permit

2.2.1 In addition to all other requirements of the Town of Windsor Land Use By-law, every application for a Development Permit for a development located in an Architectural Control District shall be accompanied by the following:

- (a) for new buildings:
 - (i) building plans and elevation drawings; and
 - (ii) a description of the type and dimensions, if applicable, of building materials to be used for the exterior of the building, including, but not limited to, roof, cladding, windows, doors and trim;

- (b) for alterations or additions to existing buildings:
 - (i) current photograph(s) of the existing building;
 - (ii) a description of the project;
 - (iii) a description of the type and dimensions, if applicable, of building materials to be used for the exterior of the building including, but not limited to, roof, cladding, windows, doors and trim; and
 - (iv) where the Development Officer deems necessary, building plans and elevation drawings.

2.2.2 In addition to the items specified in Section 2.2.1, the Development Officer may require the submission of photographic examples, sketches or manufacturer's brochures sufficient to illustrate the proposed project or materials to be used.

2.3 Development by Development Agreement

Where developments within the Architectural Control Districts are to be considered by development agreement in accordance with the relevant provisions of the Town of Windsor Municipal Planning Strategy, the Architectural Design Manual will be used by Council as a reference guide for the design review of such projects.

2.4 Unintentional Destruction of Conforming Structures

If a building in the Ferry Hill, Central Residential or Town Centre Architectural Control Districts, which conformed to the style of the District, is unintentionally destroyed by fire or otherwise, any

new building will be subject to the requirements for new construction set out in Sections 3.1 or 4.0, as well as the requirements of the Municipal Planning Strategy and Land Use By-law.

2.5 Intentional Demolition of Existing Structures

In cases where a building in the Ferry Hill, Central Residential or Town Centre Architectural Control Districts is intentionally demolished, whether it conformed to the style of the District or not, any new proposed building will be subject to the requirements for new construction as set out in Sections 3.1 or 4.0, as well as the requirements of the Municipal Planning Strategy and Land Use By-law.

3.0 FERRY HILL AND CENTRAL RESIDENTIAL DISTRICTS

3.1 New Construction

The public façade(s) of new buildings constructed in the Ferry Hill and Central Residential Architectural Control Districts **shall** be designed and constructed in accordance with the following:

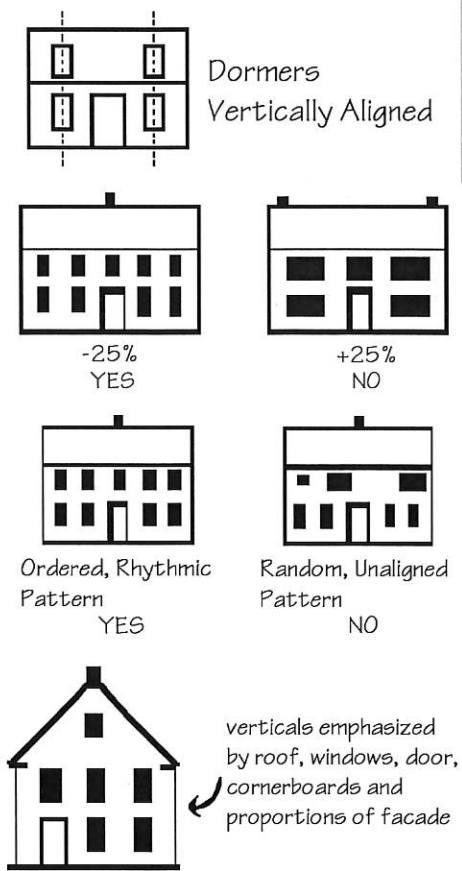
3.1.1 Architectural Style



Late 1800s and early 1900s Victorian styles predominate in the Ferry Hill and Central Residential Architectural Control Districts. It is not intended that new buildings strictly replicate historic styles; however, new construction must be designed with sensitivity to nearby historic buildings. New buildings which are custom-designed and compatible with the architectural style of neighbouring buildings are preferred over standard modern designs that can be seen anywhere.

- Buildings **shall** be designed and constructed in an architectural style which reflects and responds to the historical style of the Architectural Control District.
- Building design should reflect characteristics of one of the following architectural styles (see Appendix 'A'):
 - New England Colonial/Federal (Figure A)
 - Greek Revival (Figure B)
 - Modified Gothic (Figure C)
 - Italianate (Figure D)
 - Second Empire (Figure E)
 - Queen Anne Revival (Figure F)
 - Four Square (Figure G)

3.1.2 Façade Design

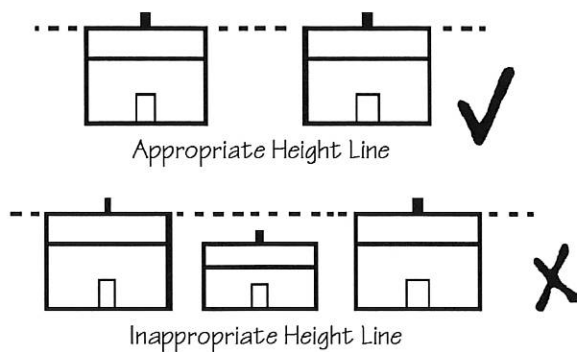


Façade elements such as doors, windows and dormers of houses in the Ferry Hill and Central Residential Architectural Control Districts tend to be aligned in a regular pattern which does not overwhelm the building façades.

The public façade(s) **shall** be designed with reference to the following factors:

- (a) window to wall area ratio: the area of the public façade occupied by window and door openings **shall** be no greater than 25 percent, excluding sunrooms and sun porches; and
- (b) rhythm and alignment: windows and doors **shall** be arranged in a simple rhythmic pattern, and should be aligned both vertically and horizontally. Where small dormers are set in a roof, they should be aligned with window or door openings in the façade below.

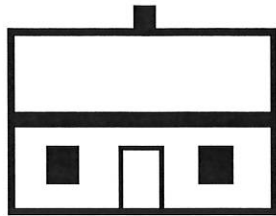
3.1.3 Height



The existing buildings in the both the Ferry Hill and Central Residential Architectural Control Districts range in height from 1 to 2½ storeys, with the majority being between 1½ and 2½ storeys. Modern one-storey ranch and bungalow styles are not characteristic.

- Building height **shall** be between 1½ and 2½ storeys.
- Height lines of adjacent structures should be respected. A common height line should be selected so that the new building blends into the existing streetscape.

3.1.4 Proportion and Orientation



YES

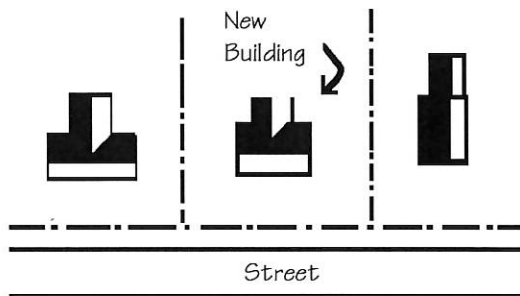


NO

The majority of the traditional building styles in the Ferry Hill and Central Residential Architectural Control Districts have a general width to length ratio of 1:2 and are constructed with their long axis perpendicular to the street. Other traditional styles more closely resemble a width to length ratio of 1:1. Regardless of architectural style, the Town of Windsor discourages new buildings being oriented with their long axis parallel to the street.

- Buildings **shall** have a width to length ratio no greater than 1:2.
- Buildings **shall not** be constructed with their long axis parallel to the street.
- Notwithstanding the foregoing, multiple unit residential and institutional buildings may be constructed with their long axis parallel to the street provided the design incorporates an articulated façade or other architectural elements which appear to break the building into parts.

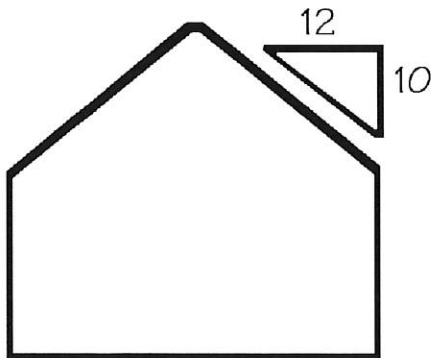
3.1.5 Setbacks



The building setbacks in the Ferry Hill and Central Residential Architectural Control Districts range from 10 to 30 feet (3 to 9 meters). Each streetscape has an average common front yard setback which contributes to the "feel" of the Architectural Control District.

- The front yard **shall** be equal to or an average of the front yards of neighbouring buildings on the same block, provided that the front yard is at least 10 ft (3.05 m) and no more than 30 ft (9.14 m).

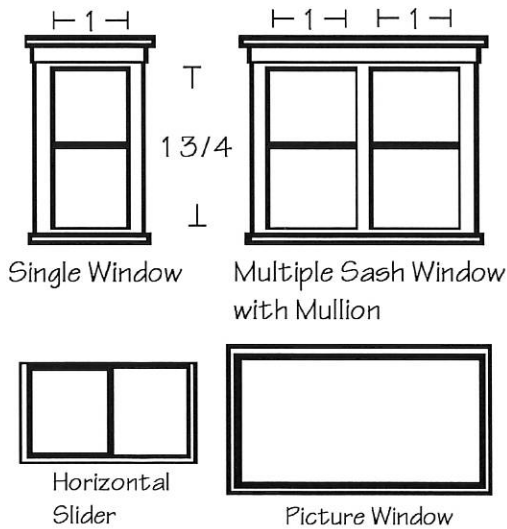
3.1.6 Roof Pitch and Style



The majority of the houses in the Architectural Control Districts have steeply pitched roofs and exhibit gable roof styles, with a few examples of hipped and mansard roofs.

- Roof pitch **shall** be medium to steep, with a minimum roof pitch of 8:12.
- One, or a combination, of the following roof styles **shall** be used:
 - (a) gable
 - (b) hipped
 - (c) mansard

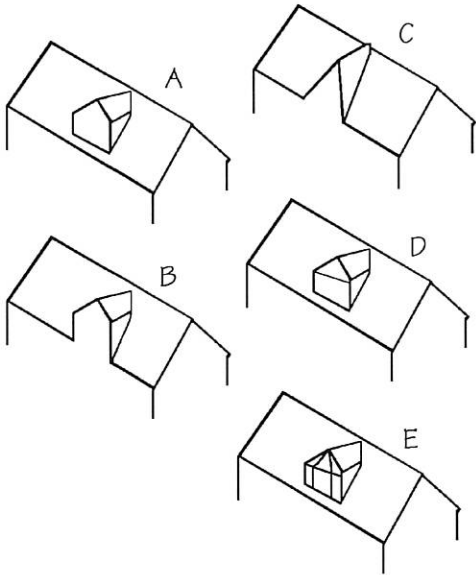
3.1.7 Windows



Houses in the Ferry Hill and Central Residential Architectural Control Districts are characterized by vertical elements, rather than horizontal. Vertically oriented windows and steeply pitched roofs are typical. Horizontally oriented windows are not characteristic.

- Windows on the public façade **shall** be vertically oriented in the façade and should be vertical sliding sash.
- Horizontally proportioned slider windows, picture windows and curved bow windows **shall not** be permitted on public façades.

3.1.8 Dormers



Generally houses in the Architectural Control Districts favour two or three small dormers rather than large shed dormers.

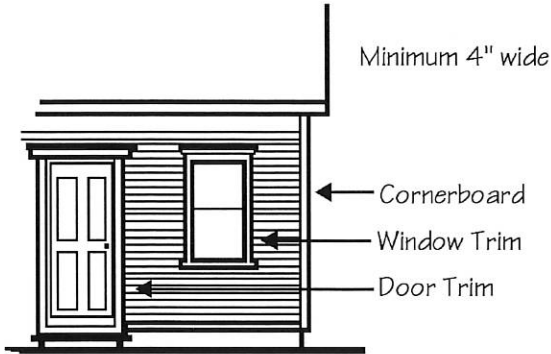
- No building **shall** have more than three dormers per roof side.
- Large shed dormers **shall not** be permitted. Smaller dormers are preferred.
- The following dormer styles are typical of existing houses and are preferred:
 - (a) Gable style (Figures A and B)
 - (b) Gothic (Figure C)
 - (c) Hipped (Figure D)
 - (d) Scottish (5-sided) (Figure E)

3.1.9 Cladding

The majority of the homes in the Ferry Hill and Central Residential Architectural Control Districts have wood cladding. The average width of the clapboard ranges between 5 ½ and 6 inches (13.97 to 15.24 cm). Because of the overlap, the actual exposure of cladding is between 3 ¾ and 4 ¼ inches (9.52 to 11.43 cm). In some instances aluminum or vinyl siding has been added, but where the original trim has been maintained, it does not detract from the historic character of the building or the Architectural Control District. Most of the houses in the Architectural Control Districts are painted or sided, rather than stained, and few of the homes are of brick or mortar construction.

- Exterior cladding **shall** be horizontally aligned clapboard or wood shingling having a maximum exposure of 4 ½ in (11.43 cm), or double 4 ½ in (11.43 cm) siding, except where the building style is Modified Gothic in which case vertical board and batten cladding may be used.
- Wood-coloured wood stains **shall not** be used on buildings with wood cladding.

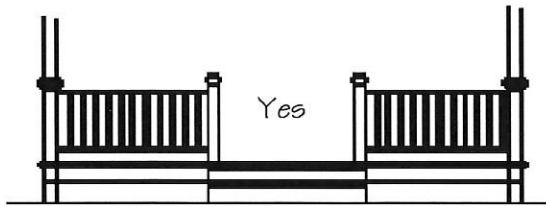
3.1.10 Trim



Historic building styles are often defined by their trim alone, thus making trim an important architectural feature. Buildings in the Ferry Hill and Central Residential Architectural Control Districts exhibit a range of plain to elaborate wooden trims. The Town of Windsor encourages decorative window and door trims, corner boards, frieze boards, cornices, brackets and the like on new buildings. Decorative details can contribute greatly to the overall character of the building.

- At a minimum, corner boards and trims around windows and doors **shall** be required.
- All trims **shall** have at least a 4 in (10.16 cm) width. The use of wider trim boards along with more elaborate trim treatments is encouraged.

3.1.11 Porches, Porticos and Verandas

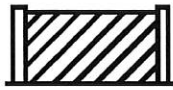


Traditional Railing Emphasizes Vertical



Horizontal Emphasis

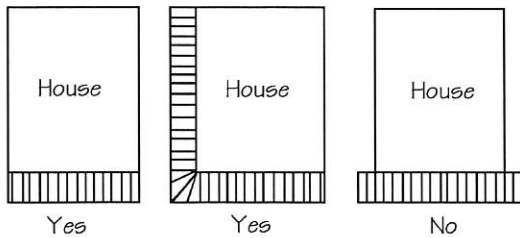
No



Diagonal Emphasis

Building styles which incorporate verandas and porches are typical of the Ferry Hill and Central Residential Architectural Control Districts. For example, Greek Revival homes commonly have a front veranda or porch which spans the width of the public façade. Larger homes of Four Square or Queen Anne styles tend to have larger verandas that extend along more than one side of the building. Contemporary railing designs which emphasize diagonal or horizontal elements are not characteristic.

- Verandas and porches **shall not** have a width greater than the public façade of a building except where larger verandas are typical of the architectural style.
- Railings and staircases on verandas and porches **shall** be constructed with an upper and lower railing, vertical balusters and capped end posts.



3.1.12 Exterior Staircases and Fences



Exterior fire escape staircases have been added to a number of the multiple dwelling buildings in the Architectural Control Districts. These staircases, in general, have been located at the rear of the building and do not detract from the architectural style of the public façade. Some properties have fences in their front yards. Where traditional styles such as picket fences have been used they add to the character of the homes.

- Exterior staircases **shall not** be permitted on the public façade of a building except for steps associated with a porch, veranda, portico or entranceway.
- Chain link or plastic fences **shall not** be permitted in front yards.

3.1.13 Barrier-Free Access

In some buildings, it may be necessary to provide ramps to allow for barrier-free access. Nothing in this Manual is intended to prohibit a property owner from providing such barrier-free access.

- Where possible, barrier-free access ramps should be provided at the side or rear of buildings.
- When a ramp must be located at the front of a building, its design **shall** include railings with vertical balusters and capped end posts.

3.2 Additions or Alterations

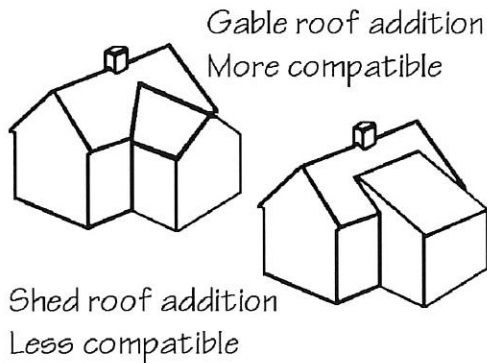
Turn of the century houses were both well designed and well constructed. The detailing in these early homes is extensive and many steps were taken in the original architectural design to protect the decorative features from the elements. It is the detailing in these Victorian homes that contributes most to their historical value and style.

The requirements of this section apply to existing buildings in the Ferry Hill and Central Residential Architectural Control Districts. The objective is to preserve original architectural features and to ensure that any additions or alterations are sensitive to the style and character of the original structure and neighbouring buildings. Therefore, any and all alterations or additions to the public façade of buildings within the Ferry Hill and Central Residential Architectural Control Districts **shall** be designed and constructed in accordance with the following:

3.2.1 Architectural Style

- At a minimum, building style **shall** comply with 3.1.1.
- No alteration or addition **shall** exceed the height of the principal structure.
- The area of any addition **shall not** exceed the existing area of the principal structure.

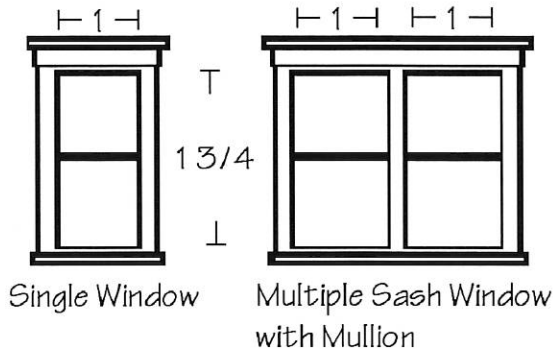
3.2.2 Roof Pitch and Style



Roof style is one of the main defining characteristics of architectural style. Unsympathetic alterations or additions to the original roof pitch or style can negatively affect the entire character of the building.

- The original roof style **shall not** be altered in a manner which is incompatible with the architectural style of the building.
- Any addition constructed on a public façade should have a roof shape and roof pitch which is similar to the principal structure.

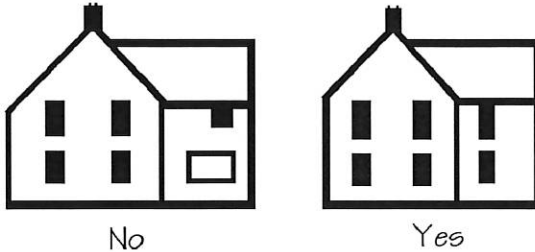
3.2.3 Window Alterations



Most windows found in the Architectural Control Districts are vertically oriented. Horizontally oriented windows are not characteristic. There are, however, several examples of Craftsman style architecture in Ferry Hill which have horizontal windows more typical of that architectural style.

- Where original windows are to be replaced or altered, the new windows **shall** have proportions the same as or similar to the original windows, and **shall not** alter the established window pattern in the façade in terms of visual balance or directional emphasis.
- Where original windows have been altered in size and/or shape, owners are encouraged to replace them with traditional windows which are more in keeping with the architectural style of the building.
- Traditional windows **shall not** be replaced by picture windows or horizontal sliders.

3.2.4 Windows on Additions



To maintain continuity throughout a building, it is important to continue the pattern and orientation of windows onto any new additions.

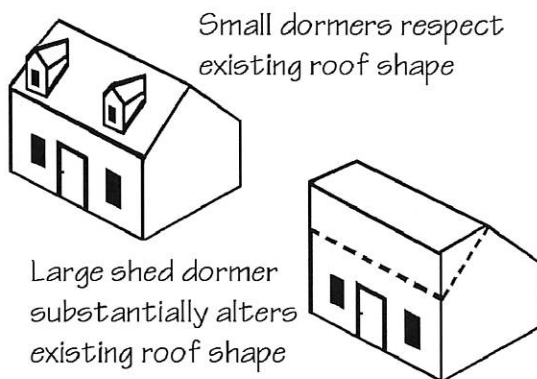
- Windows on additions **shall** have proportions and alignment which complement the existing windows on the principal structure.
- At a minimum, window orientation and style **shall** comply with 3.1.7. There are, however, a few cases where the original window orientation is horizontal rather than vertical. In such cases, the above regulation **shall not** apply.

3.2.5 Skylights

Skylights and solar panels are not considered to be complementary to the style of homes located in the Ferry Hill and Central Residential Architectural Control Districts.

- Skylights and solar panels are not encouraged in the public façade.
- Bubble skylights **shall not** be permitted in the public façade.

3.2.6 Dormers



Roof style is an important architectural characteristic. Dormers play an important part in the roof style. The existing dormers in the Ferry Hill and Central Residential Architectural Control Districts tend to be quite small and do not detract from the roof style.

- New dormers **shall not** substantially alter the established shape or form of the roof. Where small dormers are set in a roof, they should be aligned with window or door openings in the façade below.
- The requirements for dormers as contained in 3.1.8 **shall** apply.

3.2.7 Doors

The buildings in the Architectural Control Districts generally have one front entrance, a single door. Double patio doors or sliding doors at the front of the house are not characteristic. Expanding a door frame in the public façade to include double doors or sliding doors is not permitted.

- Where an existing door is to be replaced, the dimensions of the new door **shall** be reasonably consistent with the dimensions of the original door.
- Double patio doors or sliding doors **shall not** be permitted on the public façade.

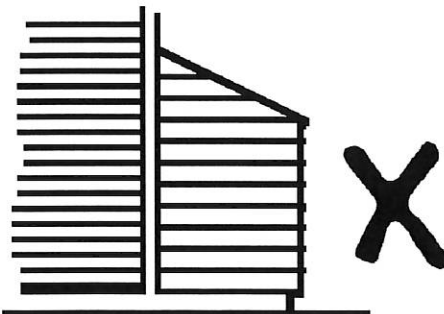
3.2.8 Replacement of Cladding Materials

- The requirements for cladding in 3.1.9 **shall** apply, except that existing buildings with brick or masonry cladding may replace it with the same or similar material.

3.2.9 Cladding and Trim on Additions



Same Overlap



Different Overlap

- The cladding on an addition **shall** match the cladding on the principal structure and should have the same overlap.
- The trim on an addition **shall** be of similar width and style as the trim on the principal structure.
- The requirements for trim as contained in 3.1.10 **shall** also apply.

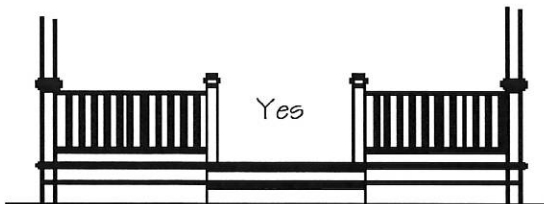
3.2.10 Trim Alterations

Trim is one of the most important characteristics of historic buildings as it is often the single defining feature of building age and style. Many buildings in the Architectural Control Districts still have their original wooden trims, corner boards and frieze boards. These features are characteristic of Victorian style homes and should be preserved where possible.

- Existing historical trim such as corner boards, frieze boards, baseboards, window and door trim, brackets, dentils, etc., **shall** be retained, except where it has passed the point of repair.
- Where trim cannot be repaired and is to be removed, new trim **shall** be replaced in accordance with the regulations contained in 3.1.10.

3.2.11 Porches, Porticos and Verandas

The majority of the porches, verandas and porticos in the Architectural Control District were built at the time of the original building. Any new structure built on the public façade will dramatically affect the appearance of the building. It is important to build porches or verandas in a traditional style so as not to detract from the original architectural style of the primary structure. Modern porch, deck and veranda styles are not appropriate for the public façade of any building.

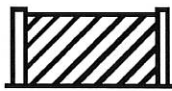


Traditional Railing Emphasizes Vertical



Horizontal Emphasis

No



Diagonal Emphasis

- New or replacement porches, porticos and verandas **shall** be designed and constructed in a manner which reflects the historical style of the main structure and/or the surrounding structures or is historically documented through photographs.
- At a minimum, porches, porticos and verandas **shall** comply with 3.1.11.

3.2.12 Exterior Staircases and Fences

- Any exterior staircases and fences **shall** comply with 3.1.12.

3.2.13 Barrier-Free Access

In some buildings, it may be necessary to enlarge doorways and provide ramps to allow for barrier-free access. Nothing in this Manual is intended to prohibit a property owner from providing such barrier-free accesses.

- The requirements of 3.1.13 **shall** apply.
- The requirements for door dimensions set out in 3.2.6 **shall** be waived when the increased door size is required to provide barrier-free access.

3.3 Non-Conforming Buildings

A number of buildings in the Architectural Control Districts do not exhibit characteristic architectural features, either because they were built later or because they have been extensively altered. These buildings are listed as non-conforming structures in Table 1. Although the Town encourages the owners of such buildings to design any alterations or additions in a style which respects the historic nature of neighbouring structures, as-of-right alterations or additions will not be required to comply with the Architectural Design Manual.

Table 1 Non-Conforming Structures in the Central Residential and Ferry Hill Districts

Civic Address	PID	Style
175 Albert St	45058278	Bungalow
415 Avon St	45048295	Bungalow
30 Cedar St	45240421	Modern Duplex
32 Cedar St	45240439	Modern Duplex
111 Gray St/158 Stannus St	45058476	Modern multiple unit building
123 Gray St	45058468	Small local commercial
175 Gray St	45058377	Modern multiple unit building
370 Hawthorne St	45048345	Bungalow
207 Munro St	45241700	Modern Semi-detached
209 Munro St	45282365	Modern Semi-detached
208 Stannus St	45236973	Bungalow
122 Victoria St	45241734	Modified Ranch (residential care facility)

-
-
- 3.3.1** As-of-right alterations and additions to existing buildings, as listed in Table 1, which do not conform to the architectural style of the Architectural Control Districts **shall** be exempt from Section 3.2 of this Manual.

Developments involving the conversion of an existing non-conforming building to a multiple residential, institutional, commercial or industrial use will be considered by Council through a development agreement or Land Use By-law amendment in accordance with the relevant policies of the Municipal Planning Strategy. It may be impossible to comply with all aspects of the Architectural Design Manual when converting an existing non-conforming building; however, Council will use the Architectural Design Manual as a reference guide for the design review of such projects.

- 3.3.2** Developments involving the conversion of an existing non-conforming building (listed in Table 1) to a multiple residential, institutional, commercial or industrial use **shall** be designed in a manner that is reasonably consistent with the Architectural Design Manual.

The *Municipal Government Act* allows for special provisions in cases of fire or damage to a non-conforming building. Council does not wish to create undue costs for a building owner who has lost a home in such circumstances.

- 3.3.3** In the case of a non-conforming building listed in Table 1 being destroyed by fire or other damage, as described in the Municipal Government Act (Part 239 (1) a), the owner will not be required to build according to the requirements for new buildings as contained in Section 3.1 but may rebuild the structure provided the public façade is substantially the same as before. If the owner wishes to construct a building of a different style than the original structure, the requirements of Section 3.1 must be met.

3.4 New Accessory Structures

- 3.4.1** In the Ferry Hill and Central Residential Architectural Control Districts, cladding materials on new accessory buildings greater than 200 ft² (18.58 m²) in total area **shall** match the principal structure.

Attachment D – Public Information Meeting Notes

November 2 –16, 2023

**Development Agreement: 172, 179, 180, 187 & 188 Wagners Court, Windsor
(PIDs 45058310 and 45058344); File # 23-35**

Meeting date and time	A Public Information Meeting was held on November 2, 2023 beginning at 6:22 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance for the meeting: One (1) Chair: <ul style="list-style-type: none">• Mayor Zebian One (1) Councillor: <ul style="list-style-type: none">• Councillor Francis Four (4) members of staff: <ul style="list-style-type: none">• Planner Dunphy• Planner Fredericks• Planning Assistant Lake• Director Poirier Approximately 30 members of the public.
Applicant Edward Edelstein, Geome Properties Limited Property 172, 179, 180, 187 & 188 Wagners Court, Windsor (PIDs 45058310 and 45058344)	Planner Dunphy outlined the application to allow 5 proposed two-unit dwellings grouped on two subject lots by development agreement. Edward Edelstein provided a presentation on the proposal and answered questions from the public.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between November 2 –16, 2023. No comments were submitted from the public during the comment period. 4 members of the public and the applicant spoke during the Public Information Meeting. Staff and applicant responses are in purple. <ul style="list-style-type: none">• David Morison asked how it would be possible to increase the number of units on a lot that was zoned Two Unit Residential (R-2). Alex responded by explaining the development agreement process.

	<p>Edward also commented that the bedroom count would not be changing and provided some background on the existing and proposed uses.</p> <ul style="list-style-type: none"> • Marty Butler commented that they were in favour of the proposal and asked about the affordable housing grant. Edward responded by explaining that the development would receive a portion of funding from Housing Nova Scotia to rent the units at the median market rate for a period of 10-15 years. • Margarett Morison asked about the traffic and the effect on the property value. Edward responded that traffic is not a concern based on the consultation with a traffic engineer and that nearby property value would increase. Margarett was concerned with the parking. Mayor Zebian responded that parking would be dealt with through the development agreement. • Richard Levy asked if the buildings would be complete new builds. Edward responded that the framework would remain, however all the other building components would be new.
Adjournment	The Public Information Meeting ended at 6:52 p.m.

Attachment B – Draft Development Agreement Amendment



AMENDING DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2024.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

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

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement, said Agreement being attached hereto as Schedule “A”, dated the **Month Day, Year**, and recorded at the Land Registry Office on **Month Day, Year** as document number **#####**;

AND WHEREAS the Owner wishes to amend the Development Agreement to alter the unit style without changing the permitted use and alter the site plan accordingly;

AND WHEREAS the Council of the Municipality, at a meeting held on February 27, 2024, approved this request, pursuant to Policy 5.4.6 of the Windsor Municipal Planning Strategy and Section 6.1 (b) of the Windsor Land Use By-law;

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

1. The following Schedules to the Development Agreement shall be replaced with the schedules attached hereto:

Schedule B – Site Plan

2. Section 2.10, *Architectural Design*, of the Development Agreement shall be amended by rewording the Section to read as follows:

The architectural design of the Development shall be built according to the provisions set out in the Central Residential District Section of the Architectural Design Manual, as determined by the Development Officer.

3. The parties hereby agree that all remaining terms and conditions of the Development Agreement recorded on **Month Day, Year** shall remain in full force and effect.

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

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

) **GEOME PROPERTIES LIMITED**

)

)

Per: _____

Witness

) Edward Edelstein, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2024, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2024, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Edward Edelstein**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

I certify that on this _____, 2024
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

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

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

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

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





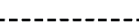
I certify that on this _____, 2024
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Edward Edelstein, President

Schedule B
Site Plan



-  - Property Line
-  - Existing building
-  - Newly Rebuilt as original
-  - Proposed addition 171 for mechanical room
-  - Underground service from building 171 to 172



2159 Gottingen St
 Halifax, Nova Scotia
 B3K 3B2

902. 412. 2329
 info@ecogreenhomes.ca

SERVICE SITE PLAN
 WAGNERS CT.

Date: 2024-03-25
 Scale: 1:348.97

A-002