



## 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:** Mayor Zebian and Members of West Hants Regional Municipality Council

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

**Date:** November 26, 2024

**Subject:** Development Agreement: 439 Clifton Avenue (PID 45049921), Windsor;  
File # 24-21A

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### LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

### RECOMMENDATION

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

...that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to allow the conversion of the existing single unit dwelling and accessory garage to accommodate up to 8 total dwelling units on PID 45049921 at 439 Clifton Avenue in Windsor, which is substantively the same as the draft set out in Attachment B of the report File #24-21 to the Planning and Heritage Advisory Committee dated November 14, 2024.

...that Council requires that the development agreement with Dave and Sarah LeRiche which permits the conversion of the existing single unit dwelling and accessory garage to accommodate up to 8 total dwelling units on PID 45049921 at 439 Clifton Avenue 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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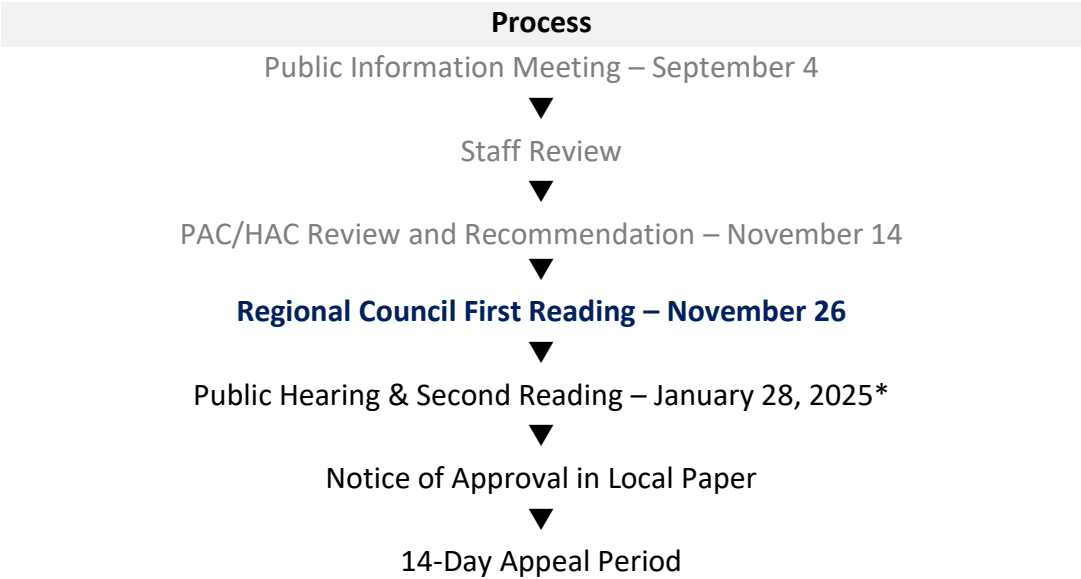
An application was received from Aastha Patel of Brighter Community Planning on behalf of the owners, Sarah and Dave LeRiche, on August 12, 2024. The application is to allow the conversion of the interior of an existing single unit dwelling and accessory garage to accommodate up to eight (8) residential dwelling units by development agreement. The subject lot is owned by 4542828 NOVA SCOTIA LIMITED; Dave and Sarah LaRiche are both Directors of that company.

A Public Information Meeting was held on September 4, 2024. No comments or questions from the public were received during the comment period.

On November 14, 2024, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed tenancy of the units, garbage collection, municipal services, previous uses of the subject lot, and stormwater management. During the meeting the PAC/HAC recommended in favour the application.

**NEXT STEPS**

The anticipated process for this application is as follows:



\*anticipated dates; final dates set by Council

**FINANCIAL IMPLICATIONS**

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

## **ALTERNATIVES**

In response to this application, Council may:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of Council;
- hold First Reading and authorize a Public Hearing to refuse the development agreement as drafted, citing the criteria that Council consider not to be met; or
- provide alternative direction, such as requesting further information on a specific topic.

## **APPENDIX**

Appendix A                      2024-11-14 Staff Report - Development Agreement: 439 Clifton Avenue  
(PID 45049921), Windsor; File # 24-21

## **CHIEF ADMINISTRATIVE OFFICER REVIEW**

The process of drafting a development agreement (DA) includes the engagement of the applicant, staff and PAC/HAC up to the point when the draft agreement falls under the oversight and final approval or non-approval of Council. It is a process of negotiation whereby the applicant, staff, PAC/HAC and eventual Council negotiate components of the DA that either party would like to see added or removed.

At each stage of the drafting process compliance with municipal policy and other governing policy or non-municipal jurisdiction must be respected and referenced.

As this DA moves into the Council environment through First Reading, Council is reminded to reflect on the components of the DA that are more subjective in nature vs matters that the municipality or other jurisdictions have specific policy or technical requirements as it relates to the application.

I support the recommendation for First Reading to allow the continued public feedback process that is provided through a Public Hearing.

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

Alex Dunphy, Senior Planner

Report Approved by: \_\_\_\_\_

Kari Fougere, Manager of Planning

\_\_\_\_\_  
Sara Poirier, Director of Planning and Development

Report Approved by: \_\_\_\_\_ 

Mark Phillips, Chief Administrative Officer

**Appendix A – 2024-11-14 Staff Report - Development Agreement:  
439 Clifton Avenue (PID 45049921), Windsor; File # 24-21**



## 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, Senior Planner

**Date:** November 14, 2024

**Subject:** Development Agreement: 439 Clifton Avenue (PID 45049921), Windsor;  
File # 24-21

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### LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

### RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow the conversion of the existing single unit dwelling and accessory garage to accommodate up to 8 total dwelling units on PID 45049921 at 439 Clifton Avenue in Windsor, which is substantively the same as the draft set out in Attachment B of the report File #24-21 to the Planning and Heritage Advisory Committee dated November 14, 2024.

...that PAC/HAC recommends that Council require that the development agreement with Dave and Sarah LeRiche which permits the conversion of the existing single unit dwelling and accessory garage to accommodate up to 8 total dwelling units on PID 45049921 at 439 Clifton Avenue 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 Aastha Patel of Brighter Community Planning on behalf of the owners, Sarah and Dave LeRiche, on August 12, 2024. The application is to allow the conversion of the interior of an existing single unit dwelling and accessory garage to accommodate up to eight (8) residential dwelling units by development agreement. The subject lot is owned by 4542828 NOVA SCOTIA LIMITED; Dave and Sarah LaRiche are both Directors of that company.

## DISCUSSION

The subject lot is designated Residential on the Generalized Future Land Use Map (GFLUM) of the Windsor Municipal Planning Strategy (WMPS) (Figure 1). The subject lot is zoned Single Unit Residential (R-1) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2). The subject lot is approximately one acre in size and is located on the corner of Clifton Avenue and Alexander Street. The subject lot currently has an existing estate-style, single unit dwelling with a detached garage and large lawn surrounding the existing buildings.

### ***Surrounding Context***

Surrounding properties on the east side of Clifton Avenue and on Alexander Street are designated Residential and zoned Single Unit Residential (R-1), with some properties zoned High Density Residential (R-4) to the north. These properties consist of residential units with a range of density from single unit dwellings to 8-unit apartment buildings. Surrounding properties on the west side of Clifton Avenue are designated Community Use and zoned Open Space (OS). These properties make up the Clifton Museum Park.

### ***Windsor Land Use By-law***

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

*(b) multiple unit residential development consisting of three or more units in a Residential designation in accordance with Policy 5.4.6 of the Municipal Planning Strategy;*

### ***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 (MPS) must identify the kinds of uses Council may

consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

### ***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 conversion of existing buildings to three or more units in the Residential designation by development agreement. The full list of criteria is included within this report in Attachment A. In summary, the proposal meets the criteria since:

- the proposal will not change the built form and the existing buildings meet the current zone setback requirements;
- the proposal is considered compatible with adjacent land uses;
- the Development Officer, Manager of Building and Fire Inspection Services, and Municipal Traffic Authority have no concerns which have not otherwise been addressed in this report.

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:

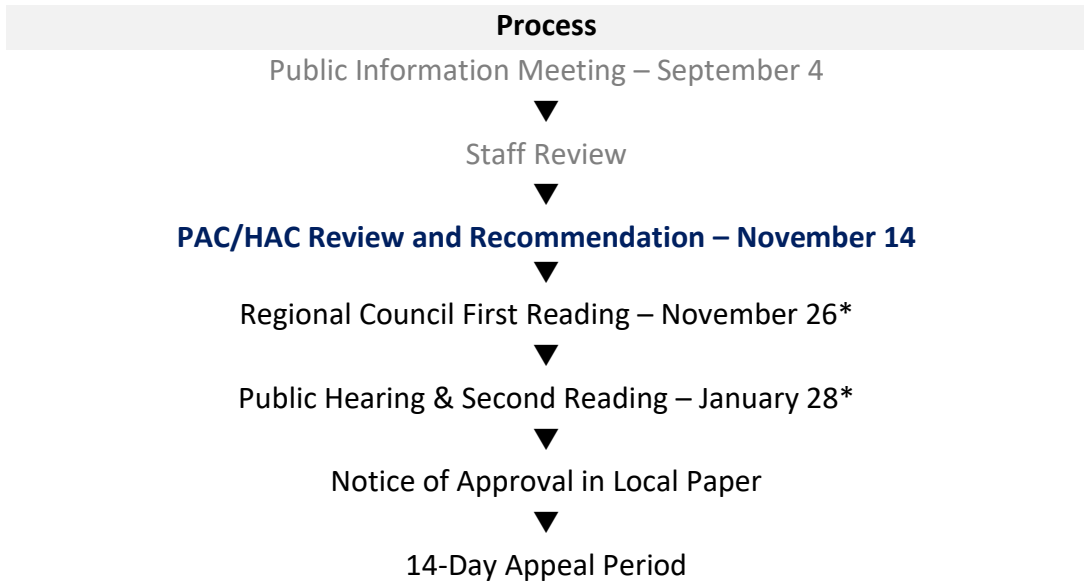
- the proposal is not considered premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Public Works Engineering Division, and Municipal Traffic Authority have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

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

The subject lot is not identified in the Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) as being affected on either the Inland Flooding Map or the Sea Level Rise Modeling Map.

### **NEXT STEPS**

As noted above, the draft development agreement is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to consider permitting the conversion of the existing single unit dwelling to accommodate up to 8 dwelling units at 439 Clifton Avenue (PID 45049921) 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, 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;
- hold First Reading and authorize a Public Hearing to refuse the development agreement as drafted, citing the criteria that PAC/HAC consider not to be met; or
- provide alternative direction such as requesting further information on a specific topic.

**ATTACHMENTS**

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

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

Alex Dunphy, Senior Planner

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

Kari Fougere, Manager of Planning

Report Approved by: \_\_\_\_\_

Sara Poirier, Director of Planning and Development

Figure 1 – Windsor GFLUM Extract

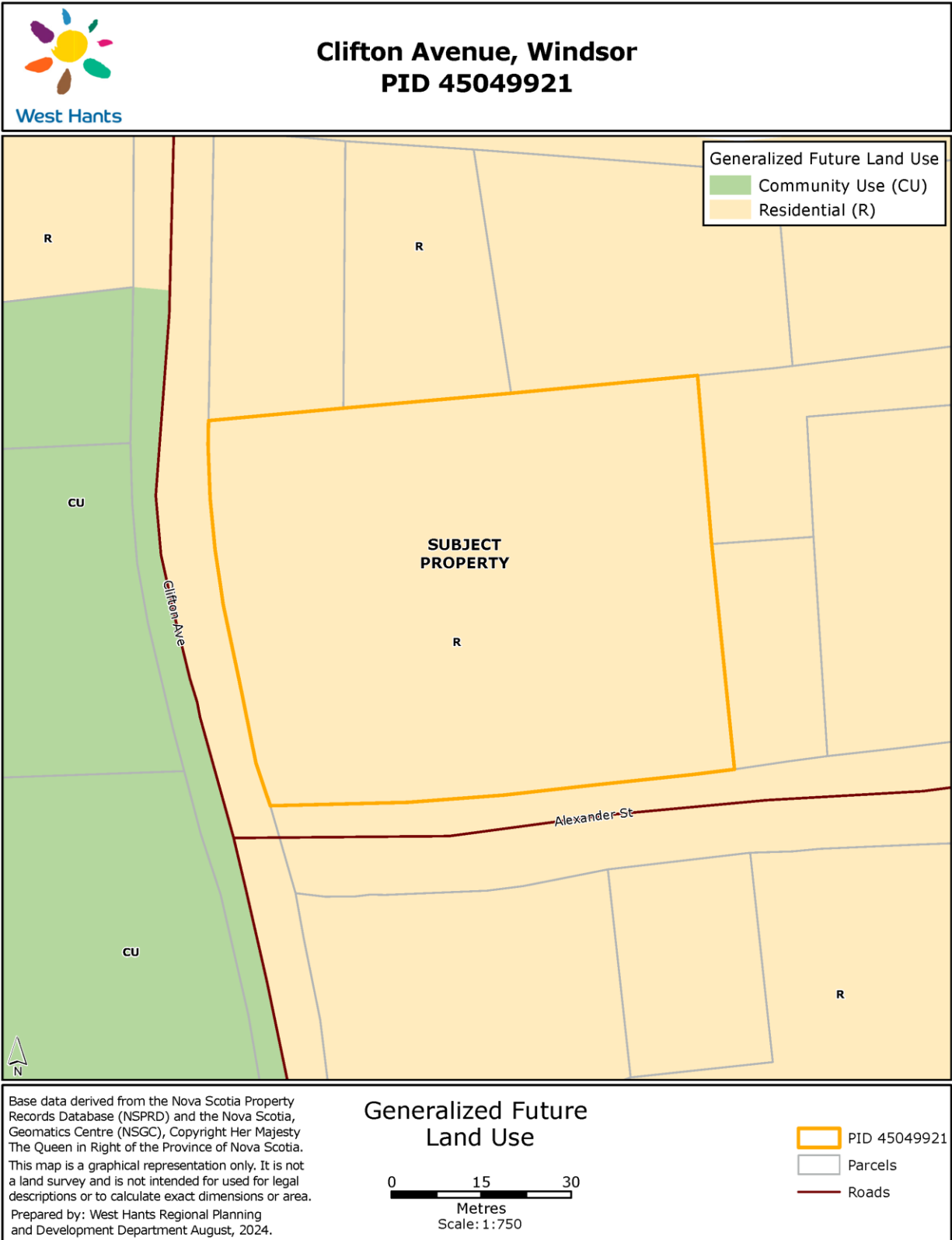
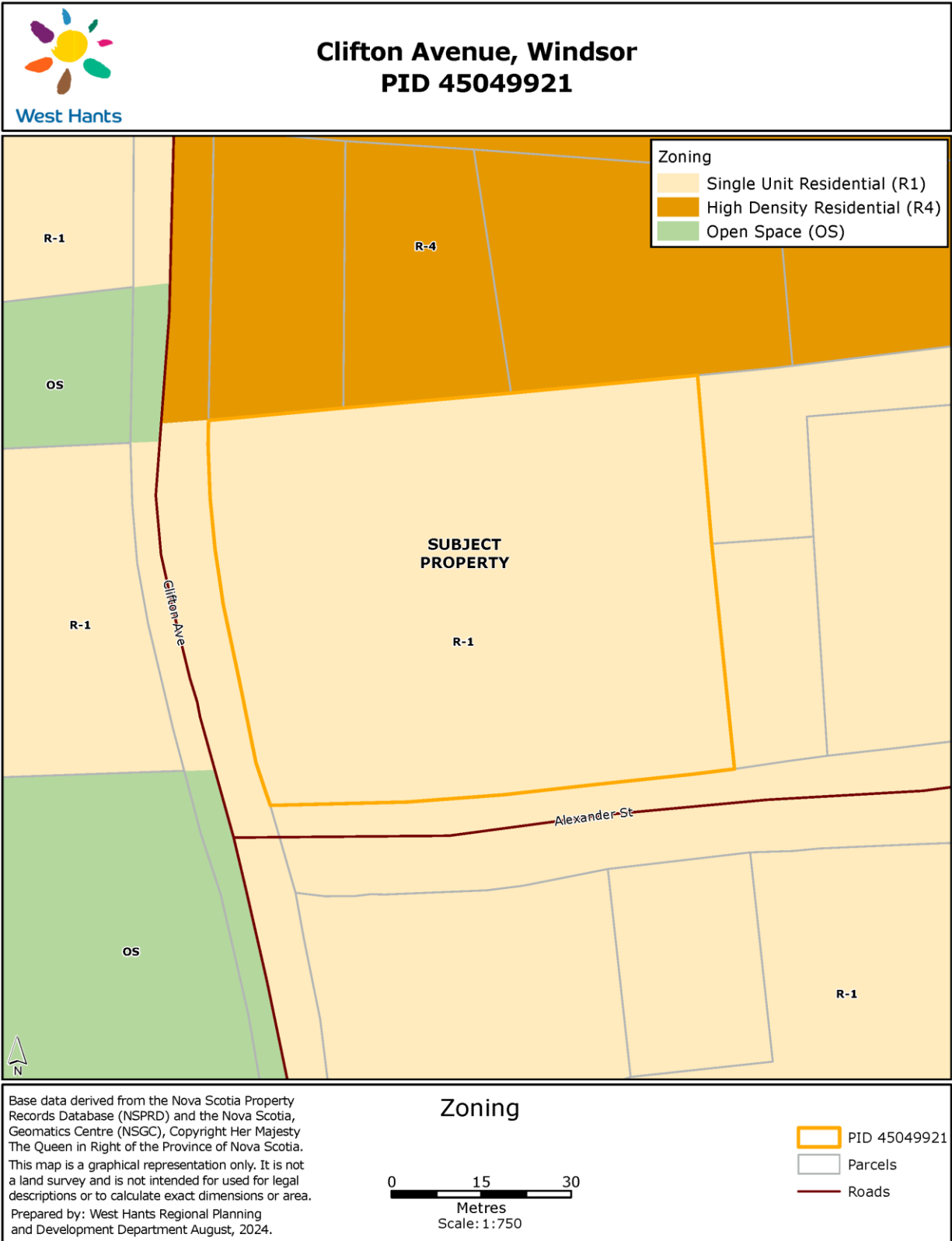


Figure 2 – Windsor Zoning Map Extract



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

**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>Not applicable as the proposed development includes the conversion of an existing residential dwelling and accessory building.</p>
<p><i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i></p>	<p>The existing single unit dwelling and accessory building meet all setback requirements for the Single Unit Residential (R-1) zone. The proposed development does not include any additions or extensions to the exterior of the existing building. Any additions or extensions to meet Building and Fire Code requirements for the conversion of the existing single unit dwelling to allow up to 7 dwelling units would be required to meet the lot requirements of the underlying Single Unit Residential (R-1) zone, as described in the draft development agreement.</p>
<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposed development does not alter the exterior of the existing building. The existing building is considered compatible with the adjacent land uses as it is large residential dwelling situated on the boundary of a low density residential neighbour hood and several higher density residential buildings. Any potential extensions to the exterior due to Fire or Building Code requirements will be required to meet the Residential</p>

	<p>Single Unit (R-1) zone setbacks and maximum building heights.</p> <p>The Development Officer commented that they had no concerns regarding the built form of the proposed development.</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>Lots immediately abutting the subject lot to the north have multi-unit buildings consisting of both 4- and 8-unit buildings. The addition of 7 more units to the existing buildings on the subject lot provides a smooth transition between the higher density units to the north and the lower density units to the south. Staff consider the proposal to be of a compatible density to the surrounding residential area.</p> <p>The Municipal Traffic Authority commented that there are other multi-unit structures with similar characteristics to the proposed development in the area and that they have no concerns regarding traffic generation 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 requirement to screen the outdoor parking from adjacent properties. The existing tree line, foliage, and berms serve to buffer the parking areas from adjacent uses.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The draft development agreement only requires 1 parking space per dwelling unit. A total of 12 parking spaces are provided within the site plan for the proposal, this is more parking than other similar development agreements for residential uses in Windsor. The Development Officer commented that the proposed parking is considered 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 proposal is a conversion, the Clifton Museum Park is on the west side of Clifton Avenue, would provide suitable recreational space for the proposal. In addition, the Development Officer commented that the subject lot is large enough to accommodate all the estimated required recreational space of 2000 sq. ft. for the proposal on site.</p>
<p><i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i></p>	<p>Not applicable, as the proposal consists of the conversion of the existing single unit dwelling and accessory building to allow up to 8 total dwelling units.</p>
<p><i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i></p>	<p>Not applicable, as the subject lot is not within an Architectural Control District.</p>
<p><i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i></p>	<p>The Manager of Building and Fire Inspection Services commented that fire safety measures could be achieved for the proposed development. They performed a site visit with the owner and informed them of all the requirements for fire separations and exits. These fire safety requirements would be addressed during the building permit process.</p>
<p><i>(j) any other matter which may be addressed in a development agreement; and</i></p>	<p>All relevant matters have been addressed in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i></p>	<p>See below.</p>

<p><b>Policy 16.3.1</b>  <i>In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:</i></p>
<p><i>(a) whether the proposal is considered premature or inappropriate in terms of:</i></p>

<p><i>(i) the adequacy of sewer and water services;</i></p>	<p>The Public Works Engineering Division commented that the subject lot has access to Municipal services and there are no concerns regarding capacity for the proposal.</p>
<p><i>(ii) the adequacy of school facilities;</i></p>	<p>The Director of Operations for the Annapolis Valley Regional Centre for Education has stated that they will accommodate all students.</p>
<p><i>(iii) the adequacy of fire protection;</i></p>	<p>The local Fire Chief and the Manager of Building and Fire Inspection Services both commented that they had no concerns regarding fire protections for the proposed development.</p>
<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>The Traffic Authority has no concerns regarding the road networks adjacent or leading to the proposed 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 the proposed 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 the movement of automobiles to the subject lot. There is an existing sidewalk on Alexander Street and Clifton Avenue has a large shoulder on the side of the road for pedestrian traffic. There is no active rail line in the vicinity.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal. As the 8 residential units are proposed to be contained entirely within the existing structures on the lot and there is adequate space for both parking and recreation, staff would</p>

	consider the subject lot adequate in dimension and shape.
<i>(d) the pattern of development which the proposal might create;</i>	The proposal does not significantly change the existing pattern of development as the proposal is a conversion and the existing buildings are a large, estate-style house and detached garage, which appears sufficient to accommodate the requested number of units. In addition to this, there are a number of multi unit residential structures on the abutting lots to the north of the subject lot. The Development Officer has no concerns regarding the pattern of development that the proposal may create.
<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>	The subject lot is not located within the Dykeland Overlay or the Environmental Constraints Overlay. The lot appears elevated from Clifton Avenue, with no visible watercourse present.
<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 -

**4542828 NOVA SCOTIA LIMITED**, a body corporate with a head office at 602 Sangster Bridge Road, Upper Falmouth, 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 the parcel of land located at PID 45049921 at 439 Clifton Avenue in Windsor hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

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

**WHEREAS** the Owner has requested that the Municipality enter into a development agreement to convert the existing residential building and accessory garage to allow up to 8 dwelling units on the Property (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 conversions of existing buildings to three or more units by development agreement; and

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

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

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Definitions**

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

### **1.2 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B - Site Plan

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

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

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) up to seven (7) dwelling units within the existing residential building on the Property; and
- (c) one (1) dwelling unit within the existing accessory garage.

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 aspects of the Site Plan.
- (c) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, Accessory Buildings and Structures.
- (d) The Owner shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.
- (e) Any addition or enlargement of the existing buildings in the Development must meet the setback requirements of the underlying zone.

## **2.3 Access and Egress**

- (a) The Owner shall maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.
- (b) Pedestrian access from Alexander Street to all building entrances must be provided.

## **2.4 Parking**

- (a) All parking spaces shall be located on the Property and shall be buffered in accordance with Section 2.5, *Buffering*.
- (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 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 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 Property and building 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.

## **2.8 Servicing**

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

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

**(b) Water and Sewer Services**

- (i) The building shall be serviced with water and sewer services provided by West Hants Regional Municipality and 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**

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 Subdivision**

Subdivision of the Property shall be permitted in accordance with the applicable Subdivision By-law.

**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 matter is a substantive matter:

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

- 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 Properties is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.6** Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

#### **PART 4 IMPLEMENTATION**

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

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Owner begins Active Construction on the building within this Agreement as permitted by an issued development and building permit.
- (b) Active Construction shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.

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

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

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

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

#### **5.1 Compliance with Other Bylaws and Regulations**

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

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

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

#### **5.3 Interpretation**

- (a) Where the context requires, the singular shall include the plural and the neutral gender shall include the masculine and feminine.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

#### **5.4 Municipal Responsibility**

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

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

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

#### **5.6 Costs**

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

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

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

## **5.8 Assignment of Agreement**

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

## **5.9 Written Notice**

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 4542828 NOVA SCOTIA LIMITED, 602 Sangster Bridge Road, Upper Falmouth, Nova Scotia, B0P 1P0, 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

)

)

) **4542828 NOVA SCOTIA LIMITED**

)

)

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

\_\_\_\_\_

Witness

) David LeRiche, President

)

)

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

\_\_\_\_\_

Witness

) Sarah LeRiche, Director



**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 202\_ , before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **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. 202\_ , before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **David LeRiche**, 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 \_\_\_\_\_, 202\_ 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, David LeRiche, Nova Scotia, make oath and say that:

1. I, David LeRiche of **4542828 NOVA SCOTIA LIMITED**, the “Corporation”. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this \_\_\_\_\_, 202\_  
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

\_\_\_\_\_  
David LeRiche, President

**Schedule A**  
**Legal Description – PID 45049921**

All that lot of land conveyed by Ralph Churchill et al to John Hebb by deed dated the 22nd day of March, A.D., 1975, recorded at the Registry of Deeds at Windsor, NS in Book 352, page 361, and therein described as follows:

All that lot of land and premises situate on the East side of Clifton Avenue, in the Town of Windsor, County of Hants, Province of Nova Scotia, bounded and described as follows:

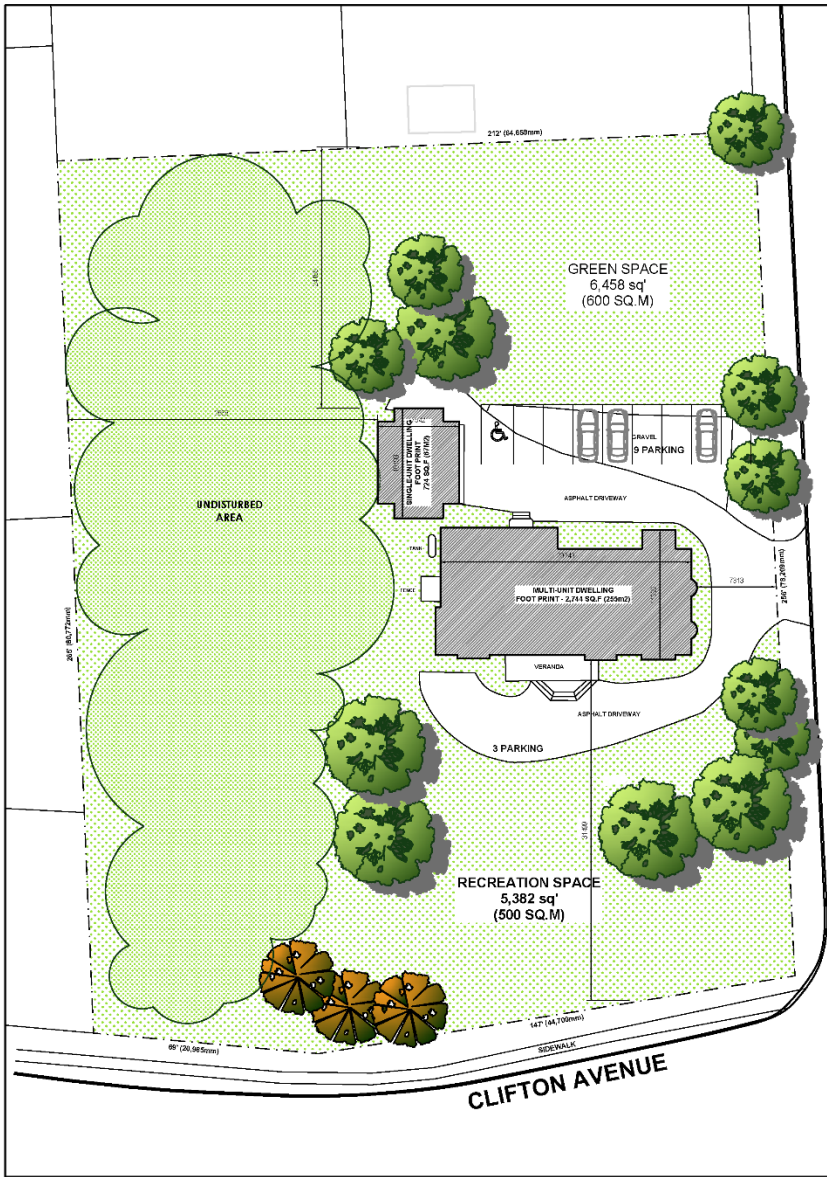
BEGINNING at the Northeast corner of the junction of Clifton Avenue and Churchill Street and from thence to run along Churchill Street 258' more or less to lands now or formerly owned and occupied by Lewis McCoy;

THENCE at right angles in a Northerly direction 210' more or less along lands now or formerly owned and occupied by Lewis McCoy to lands now or formerly owned and occupied by the Town of Windsor;

THENCE at right angles 265' more or less along lands now or formerly owned and occupied by the Town of Windsor to Clifton Avenue;

THENCE 214' more or less along Clifton Avenue to the place of beginning.

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



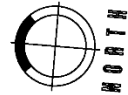
ALEXANDER STREET

CLIFTON AVENUE

EXISTING SITE DESCRIPTION	
No changes	
439 Clifton Avenue, Windsor, NS	
PID: 4504921	
ZONE (R-1)	EXISTING
LOT SIZE	56,801 sq' (5,277 m <sup>2</sup> )
BUILDINGS FOOTPRINTS	3,488 sq' (322m <sup>2</sup> )
GREEN AREA	75.7% of SITE 45,272 sq' (4,208m <sup>2</sup> )
COMMON AREAS - RECREATION SPACE OUTDOOR	11,840 sq' (1,100m <sup>2</sup> )
HARD SURFACES	8,062 sq' (748 m <sup>2</sup> )
BUILDING HEIGHT	2.5 Storeys 37'
CAR PARKING - EXTERIOR	11 SPACES + 1 ACCESSIBLE

EXISTING SETBACKS	
FRONT YARD SET BACK	100' (31.5M)
REAR YARD SET BACK	79' (24.2M)
SIDE YARD - NORTH	93.5' (28.5M)
SIDE YARD - SOUTH	24' (7.3M)

BUILDING AREA		
FLOOR	FLOOR AREA sq'	FLOOR AREA m sq
BASEMENT	2,401 sq'	223 m <sup>2</sup>
LEVEL 100	2,525 sq'	235 m <sup>2</sup>
LEVEL 200	2,406 sq'	224 m <sup>2</sup>
LEVEL 300 (ROOF)	1,068 sq'	99 m <sup>2</sup>
TOTAL	8,399 sq'	781 m <sup>2</sup>



SITE PLAN  
SCALE = 1:300

439 Clifton Avenue  
Windsor, NS  
Development Agreement  
Proposal

**MoDE**  
Architecture Inc.  
mosica@modearchitects.ca  
902 223 7322

EXISTING SETBACKS	
FRONT YARD SET BACK	100' (31.5M)
REAR YARD SET BACK	79' (24.2M)
SIDE YARD - NORTH	93.5' (28.5M)
SIDE YARD - SOUTH	24' (7.3M)

3 Issued for DA AUG 6, 2024

Revisions / Issues:

LERICHE DEVELOPMENT

PRE DESIGN

SITE PLAN  
Scale: 1/5" = 1'-0"

**Attachment C – Public Information Meeting Notes**

**September 4 – 18, 2024**

**Development Agreement: 439 Clifton Avenue (PID 45049921), Windsor; File # 24-21**

<b>Meeting date and time</b>	A Public Information Meeting was held on September 4, 2024, beginning at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
<b>Attending</b>	In attendance for the meeting: One (1) Chair: <ul style="list-style-type: none"><li>• Councillor Ivey</li></ul> Three (3) members of staff: <ul style="list-style-type: none"><li>• Planning Assistant Lake</li><li>• Director Poirier</li><li>• CAO Phillips</li></ul> One (1) member of Planning Advisory Committee: <ul style="list-style-type: none"><li>• Paul Beazley</li></ul> Four (4) representatives of the applicant: <ul style="list-style-type: none"><li>• Aastha Patel</li><li>• Sarah LeRiche</li><li>• Dave LeRiche</li><li>• Suzanne LeRiche</li></ul> One member of the public attending the meeting.
<b>Applicants</b> Aastha Patel of Brighter Community Planning and Consulting on behalf of Sarah LeRiche and Dave LeRiche  <b>Property</b> 439 Clifton Avenue, Windsor (PID 45049921)	Director Poirier outlined the request for a development agreement to convert the existing single unit dwelling and detached garage to allow a total of 8 dwelling units on the subject lot.  Aastha Patel provided a presentation on the proposal on behalf of the applicant.
<b>Comments</b>	Comments from the public could be submitted by mail, e-mail and telephone between September 4 – 18, 2024. No comments were submitted from the public during the comment period.  One member of the public spoke during the Public Information Meeting. Staff and applicant responses are in purple.

	<ul style="list-style-type: none"><li>• Bob Stairs asked when the development would be completed if the development agreement was approved.</li></ul> <p>Sarah replied that they would complete the project as soon as possible, hopefully within a year.</p> <p>Bob asked if the units would have AC.</p> <p>Sarah replied that each unit would have a heat pump.</p> <p>Bob asked about ownership and tenancy.</p> <p>Sarah replied that the units are intended to be long-term rentals or permanent residency.</p>
<b>Adjournment</b>	The Public Information Meeting ended at 6:21 p.m.