



## WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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**To:** Mayor Zebian and Members of West Hants Regional Municipality Council

**Submitted by:** \_\_\_\_\_

Sara Poirier, Senior Planner

**Date:** 2022-09-27

**Subject:** Development Agreement: Community Way, PID 45055167, 45364775, 45421146; File #21-10 C

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### LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

### RECOMMENDATION

Should Council wish to approve the development agreement following Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves entering into a development agreement to permit up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way in Windsor in a manner substantively the same as the draft set out in Attachment B of the report to Council #21-10 C dated September 27, 2022, taking note that this development agreement will discharge and replace the development agreement recorded on PID 45421146 at the Registry of Deeds on May 16, 2019 as document #114457773.

...that Council requires that the development agreement with Mitch Brison which permits up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way 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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received on May 17, 2022, from Chrystal Fuller from Brighter Community Planning & Consulting on behalf of the property owner Mitch Brison of 3229190 Nova Scotia Limited. The application was to consider permitting two, 7-storey, 88-unit apartment buildings on the properties at PID 45055167 (portion of), 45364775, and 45421146 on Community Way. The lots are currently vacant and are owned by 3229190 Nova Scotia Limited; Mr. Brison is the President of that company.

A Public Information Meeting was held on June 9, 2022.

On July 14, 2022 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix C). PAC/HAC recommended in favour of the development agreement on July 14, 2022.

Planner Poirier received a letter from Chrystal Fuller on behalf of the property owner on July 21, 2022 (Appendix A) requesting two additions to the draft development agreement for clarification. This included adding a definition of “active construction” and a statement that no additional parkland fees are required if subdivision occurs. These two revisions are accommodated by adding a definition of “active construction” to Section 1.1 to state “means that the Owner has active development and building permits for the construction of Building B or C and the associated parking podium, and that construction activity including but not limited to equipment, machinery, and employees, are on-site working towards the necessary building inspections leading to an occupancy permit” and adding a clause to Section 2.13, Subdivision, to state “No additional parkland or parkland fees shall be required for subdivision or consolidation of the properties subject to this agreement”. Council approved the proposed additions when considering the development agreement at first reading on July 26, 2022.

Following review of the draft development agreement, the Municipal solicitor requested a revised site plan be attached to the development agreement which shows “Community Way” instead of “Community Court”, a clearer definition of the proposed lot lines, and shows the area subject to the Crossing development agreement in a different colour/shading. Staff requested this revised site plan from the applicant on July 8, 2022. A revised site plan was received from the applicant on August 25, 2022.

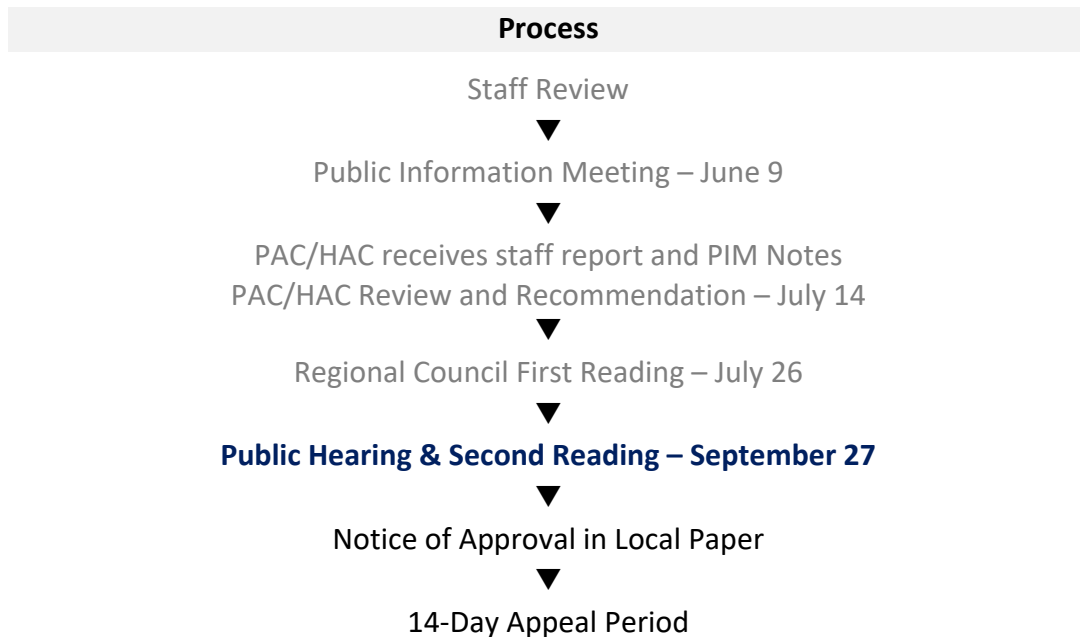
The draft development agreement including the requested revisions approved by Council on July 26, 2022 and the revised site plan are all attached to the draft development agreement in Appendix B.

The original motion approved by Council on July 26, 2022 was “...that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to permit up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way in Windsor in a manner substantively the same as the draft set out in Attachment C of the report to the Planning and Heritage Advisory Committee #21-10 dated July 14, 2022, taking note that this development agreement will discharge and replace the development agreement recorded on PID 45421146 at the Registry of Deeds on May 16, 2019 as document #114457773.”

A new motion is provided in this report to ensure all of the revised information is included in the version of the development agreement that is being considered for final approval by Council.

### NEXT STEPS

The process for this application is as follows:



### APPENDICIES

- Appendix A 2022-07-21 Letter from Chrystal Fuller re: Requested text changes to draft DA for Buildings B and C
- Appendix B Revised Draft Development Agreement
- Appendix C 2022-07-14 Staff Report Development Agreement: Community Way, PID 45055167, 45364775, 45421146; File #21-10

**CHIEF ADMINISTRATIVE OFFICER REVIEW**

Recognizing the thorough process in reviewing this Development Agreement I support the recommendation.

Report Prepared by: \_\_\_\_\_  
Sara Poirier, Senior Planner

Report Reviewed by: \_\_\_\_\_  
Madelyn LeMay, Director of Planning and Development

Report Approved by:  \_\_\_\_\_  
Mark Phillips, Chief Administrative Officer

## Appendix A



2022-07-21

Sara Poirier  
Municipality of West Hants

Re: Requested text changes to draft DA for Buildings B and C

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Dear Sara;

As discussed, Brison Developments is seeking two minor changes to the text of the draft development agreement for buildings B and C.

The requested changes are:

- (a) Insert a definition of active construction. This clarification will eliminate interpretation that may occur related to completion dates.
- (b) Insert a clause that states that no additional park fees are required if subdivision occurs on the Subject Lands.

Thank you for considering this request. We consider these changes minor in nature and are requested simply to provide clarification to the text of the agreement.

Sincerely,

A handwritten signature in blue ink that reads "Chr Fuller".

Chrystal Fuller, LPP, MCIP  
**Brighter Community Planning & Consulting**

## Appendix B



### DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made this                    day of                    , 2022.

**BETWEEN:**

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

**3229190 NOVA SCOTIA LIMITED** a body corporate, with a head office at 99 Windsor Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of several lots located in Windsor (PID 45055167, 45364775, 45421146) hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** the approximately 3-acre portion of PID 45055167 that will be developed in accordance with this agreement is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law; and

**WHEREAS** PID 45364775 is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law; and

**WHEREAS** PID 45421146 is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy and zoned Multiple Residential (R-3) on the Zoning Map of the West Hants Land Use By-law, and is within the Three Mile Plains Growth Centre; and

**WHEREAS** the Owner has requested that the Municipality enter into a development agreement to permit up to 176 apartment units within two separate apartment buildings on the Properties (the “Development”); and

**WHEREAS** Policy 5.4.6 of the Windsor Municipal Planning Strategy and Section 6.1 (b) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development consisting of three or more units in a Residential Designation, and Policy 5.5.1 of the Windsor Municipal Planning Strategy and Section 6.1 (c) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow dwellings in excess of three storeys; and

**WHEREAS** Policy 5.3.8 of the West Hants Municipal Planning Strategy and Section 6.1 (a) of the West Hants Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development greater than three storeys in height in the Three Mile Plains Growth Centre; and

**WHEREAS** the Owner and the Municipality have a development agreement in place for PID 45421138 (“The Crossing DA”) and the Owner and the Municipality wish this Development to function in an integrated fashion with the portion of The Crossing DA development project which includes Building A and which is shown on the Site Plan, Schedule B to this development agreement; and

**WHEREAS** the Council of the Municipality, at a meeting held on **Month Day**, 2022 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 applicable Land Use Bylaw, except those defined as follows:

- (a) “Active Construction” means that the Owner has active development and building permits for the construction of Building B or C and the associated parking podium, and that construction activity including but not limited to equipment, machinery, and employees, are on-site working towards the necessary building inspections leading to an occupancy permit.
- (b) “Applicable Land Use By-law” means the Land Use By-law that has jurisdiction related to the properties or portion thereof (i.e., the West Hants Land Use By-law applies to the properties or portion thereof in the former District of West Hants and the Windsor Land Use By-law applies to the properties or portion thereof in the former Town of Windsor)
- (c) “Applicable Subdivision By-law” means the Subdivision By-law that has jurisdiction related the properties or portion thereof (i.e., the West Hants Subdivision By-law applies to the properties or portion thereof in the former District of West Hants and the Windsor Subdivision Use By-law applies to the properties or portion thereof in the former Town of Windsor)
- (c) “Commencement” means the date the Owner begins actively constructing a particular building within this agreement as permitted by issued development and building permits;
- (d) “Parking podium” means a concrete structure constructed mostly under a building or underground that provides parking spaces to the uses within the attached building.

### **1.2 Schedules**

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *West Hants Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, approved on May 13, 2008, as amended, or successor By-laws;

- (b) *West Hants Land Use By-law* means the West Hants Land Use By-law, approved on May 13, 2008, as amended, or successor By-laws;
- (c) *West Hants Subdivision By-law* means the West Hants Subdivision By-law, approved on May 13, 2008, as amended, or successor By-laws;
- (d) *Windsor Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (e) *Windsor Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (f) *Windsor Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

- (a) The Parties agree that uses on the Property shall be limited to the following:
  - (i) those uses permitted by the underlying zoning in the applicable Land Use By-law;
  - (ii) residential development consisting of a maximum of 176 dwelling units within two separate apartment buildings, each constructed on an individual lot; and
  - (iii) underbuilding, underground and surface parking for the uses within the buildings.

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

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

- (a) The Development location and design shall be generally consistent with the Site Plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the Buildings or other aspects of the Site Plan provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.9, *Site Drainage*, of this Agreement provided the side yards are not decreased.

- (c) The apartment buildings shown as Buildings B and C (“the Buildings”) on the Site Plan in Schedule B shall be limited to a maximum of 176 dwelling units. The Buildings may include underground and underbuilding parking and shall conform to the following requirements:

Minimum Front Yard	25 ft. (7.62 m.)
Minimum Rear Yard	35 ft. (10.67 m.)
Minimum Side Yard	15 ft. (4.57 m.) or one-half the height of the building whichever is greater
Maximum Storey of Main Building	7 storeys
Maximum Building Height	75 ft. (22.86 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)

- (d) The lot for Building B may be created on a right-of-way approved by the Municipal Engineer and shall not require any lot frontage. The lot for Building C shall have a minimum lot frontage of 100 ft. (30.48 m.) on Community Way.
- (e) The parking podium shall not be located closer than 15 ft. (4.57 m.) from any external lot line whether or not the parking podium is visible above ground.
- (f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:
- (i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and
  - (ii) the required usable recreation space according to the following schedule:

bachelor unit	150 sq. ft. (13.94 sq. m.) per unit
1 bedroom unit	200 sq. ft. (18.58 sq. m.) per unit
2 bedroom unit	250 sq. ft. (23.22 sq. m.) per unit
3 bedroom unit	270 sq. ft. (25.08 sq. m.) per unit
4 bedroom unit	400 sq. ft. (37.16 sq. m.) per unit

- (g) Accessory buildings are permitted in accordance with Section 5.1 of the applicable Land Use By-law, *Accessory Buildings and Structures*.
- (h) A minimum of 35,000 sq. ft. (3,251.6 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

### 2.3 Phasing

- (a) The Municipality and the Owner acknowledge that the Development as shown on Schedule B is a phased Development. Building B and C may be constructed in any order suitable to the developer.

- (b) Construction of the Buildings and all relevant infrastructure and landscaping shall be completed within one-hundred and twenty (120) months of the development agreement being registered at the Land Registry Office. If, in the opinion of the Development Officer, this time limit has not been met, Development in accordance with this Agreement shall no longer be permitted and this Agreement may be discharged in whole or in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (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.

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

- (a) The Owner shall develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B. This driveway shall be shared between the Buildings.
- (b) The driveway shown on Schedule B shall provide a minimum width of 50 ft. (15.24 m.) and shall have a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) No vehicular access/egress shall be permitted to Fraser Drive.
- (d) The Owner agrees that it will seek and obtain approval in writing from the Municipality before any other driveway from the Development is connected to Community Way or any other public road.
- (e) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from Community Way to the main entrances of each building. The pedestrian walkways shall be constructed so as to create a stable surface and may use permeable construction materials to assist with stormwater retention.

#### **2.5 Parking**

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided per dwelling unit.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They

may be constructed using permeable construction materials to assist with stormwater retention.

- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.14, *Variance*, of this agreement.

## **2.6 Fire Safety**

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

## **2.7 Landscaping**

The Owner shall:

- (a) keep all undeveloped areas of the Property landscaped;
- (b) provide a 10 ft. (3.05 m.) wide buffer strip along the north lot line abutting the properties fronting on Burgess Crescent and Fraser Drive. The buffer strip shall contain any combination of the following, organized so as to provide a dense or opaque screen:
  - (i) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of 1 in. (2.54 cm.) measured at 4.5 ft. (1.37 m.) above the surrounding grade and a minimum height of 5 ft. (1.52 m); or
  - (ii) a hedge of a variety of coniferous shrubs each of which will reach over 6 ft. (1.83 m.) in height at maturity; or
  - (iii) a berm which is a minimum of 6 ft. (1.83 m.) in height to buffer the abutting property; or
  - (iv) a wall or an opaque fence which is a minimum of 5 ft. (1.52 m.) in height and of sufficient height to provide a visual buffer to the abutting property.

## **2.8 Recreational Space**

- (a) A minimum of 35,000 sq. ft. (3,251.6 sq. m.) of private recreational space shall be provided on the Property and may include:
  - (a) individual balconies; and
  - (b) common use landscaped areas.

## **2.9 Site Drainage**

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

## **2.10 Servicing**

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

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

### **(b) Water and Sewer Services**

- (i) The Buildings shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

- (ii) The Owner shall convey an easement in a form satisfactory to the Municipality that is approved by the Municipal Engineer to allow any part of existing or future Municipally owned water, sewer and stormwater lines that service Fraser Drive and/or Community Way to be connected through the Properties, in accordance with the Municipal Services Specifications Manual.
- (iii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property, except the Municipally owned water, sewer and stormwater lines contained within the easement as outlined in Section 2.10 (b) (ii).

**(c) Snow Plowing**

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

**2.11 Maintenance**

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

**2.12 Signs and Lighting**

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

**2.13 Subdivision**

- (a) As noted in Section 2.2 (d) the lot for Building B shall be permitted to be subdivided on a right-of-way approved by the Municipal Engineer. This subdivision process shall take place prior to a development permit being issued for Building B.
- (b) At the time of subdivision application, the Owner must convey a right-of-way to ensure continued access/egress from Community Way and convey easements for any services including but not limited to water, sewer and stormwater, from the lot for Building C in favour of the lots for Buildings A and B to ensure

continued access/egress and servicing to those lots regardless of future ownership. The Owner acknowledges that the shared driveway from Community Way and the services which may cross the lot for Building C to service the lots for Buildings A and B are a joint and several responsibility of each owner of the lots upon which those buildings are situated.

- (c) At the time of subdivision application, the Owner must convey a right-of-way to ensure continued access/egress from Community Way and convey easements for any services including but not limited to water, sewer and stormwater, from the lot for Building B in favour of the lot for Buildings A to ensure continued access/egress and servicing to the lot regardless of future ownership. The Owner acknowledges that the shared driveway from Community Way and the services which may cross the lot for Building B to service the lot for Buildings A are a joint and several responsibility of each owner of the lots upon which those buildings are situated.
- (d) All other subdivision of the properties shall be permitted in accordance with the applicable Subdivision By-law. No additional parkland or parkland fees shall be required for subdivision or consolidation of the properties subject to this agreement.
- (e) Any lot(s) subdivided from the portion of PID 45055167 that will be developed under this Agreement, shall no longer be subject to this Agreement.

#### **2.14 Variance**

In accordance with Section 5.48 of the West Hants Land Use By-law and Section 5.40 of the Windsor Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this agreement;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

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

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

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

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

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

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) subject to Section 2.14, the minimum side yard requirements and maximum building height as listed in Section 2.2 (c);
- (c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
- (d) the landscaping requirements in Section 2.7, *Landscaping*; and
- (e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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

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

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

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

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

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

- 3.7** Council may discharge this agreement 30 days after a Notice of Intent to Discharge has been given.

#### **PART 4 IMPLEMENTATION**

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

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 actively constructing a particular building within this Agreement as permitted by an issued development and building permit.

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

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

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

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

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

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

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

### **5.3 Interpretation**

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this agreement, the written text of this agreement shall prevail.
- (c) References to particular sections of statutes and 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 Mitchell W. Brison, 99 Water Street, P.O. Box 280, Windsor, NS, B0N 2T0, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

### **5.10 Full Agreement**

This Agreement replaces and discharges the development agreement registered on PID 45421146, dated April 2, 2019 between the Municipality of the District of West Hants and 3229190 Nova Scotia Limited, 3307437 Nova Scotia Limited and 3307427 Nova Scotia Limited recorded at the Registry of Deeds in Hants County, Nova Scotia on May 16, 2019 as document #114457773, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

)

)

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

\_\_\_\_\_  
Witness

) Abraham Zebian, Mayor

)

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

\_\_\_\_\_  
Witness

) Deanna Snair, Municipal Clerk

)

)

)

)

) **3229190 NOVA SCOTIA LIMITED**

)

)

)

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

\_\_\_\_\_  
Witness

) Mitchell W. Brison, President

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h            presence.

---

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h            presence.

---

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Mitchell W. Brison**, one of the parties thereto, signed, sealed and delivered the same in h            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 \_\_\_\_\_, 2022  
the Municipal Clerk, Deanna Snair came before me, made oath,  
and swore the foregoing affidavit at  
\_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

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

Canada  
Province of Nova Scotia

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

I, Mitchell W. Brison, Nova Scotia, make oath and say that:

1. I Mitchell W. Brison of **3229190 NOVA SCOTIA LIMITED** the “Corporation”. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
  
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
  
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
  
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
  
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this \_\_\_\_\_, 2022  
the Deponents came before me, made oath,  
and swore the foregoing affidavit at  
\_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

\_\_\_\_\_  
MITCHELL W. BRISON, President

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

**PID 45055167**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

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

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

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

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 86093482.

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 86093482.

**PID 45364775**

ALL THAT lot of land situate at Tregothic Heights, Windsor, in the County of Hants and Province of Nova Scotia, partly delineated and shown as Lot Y on a plan of survey entitled, Plan Showing Tregothic Heights Subdivision, prepared by Victor E. Swinamer, N.S.L.S., dated the 22nd day of May, 1975 and filed on November 2, 1978, at the Office of the Registry of Deeds for the Registration District of Hants as plan no. 2342, and on a plan of survey entitled, Plan of Survey of Lots 201 to 225 inclusive and Park Parcel P-1, Subdivision of Portion of Remainder of Lot AX, Lands Conveyed to Anahid Investments Limited, Payzant Drive, Burgess Crescent and Underwood Drive, Town of Windsor, Hants County, Nova Scotia, prepared by Allan J. Owen, N.S.L.S., dated January 3, 2006, and registered with the Hants County Land Registration Office on March 17, 2006, as plan no. 84603233, bounded and described as follows:

BEGINNING at a survey marker at the southernmost corner of proposed Lot 228 shown on plan no. 84603233, being the northeastern corner of Lot Y herein described;

THENCE South 23 degrees 29 minutes 37 seconds West (Grid - plan no. 84603233) along the boundary line between the Municipality of the District of West Hants and the Town of Windsor to a point on the former boundary line between the farms of G. Rourke (to the north) and of H. Curry and J. Dill (to the south), the said former boundary line being shown on plan no. 2342;

THENCE North 73 degrees 12.6 minutes West (Magnetic 1975), along the said former boundary line between the G. Rourke and the H. Curry and J. Dill farms, to a point on the eastern boundary of lands now or formerly of Armco Capital Inc., the said point being the northeast corner of lot X shown on plan no. 2342;

THENCE North 23 degrees 34 minutes 40 seconds East (Grid - plan no. 84603233), a distance of 199.74 feet to a survey marker on the southern boundary of proposed Lot 228 shown on plan no. 84603233; THENCE South 66 degrees 25 minutes 20 seconds East (Grid - plan no. 84603233), along the southern boundary of the said proposed Lot 228, a distance of 130 feet (39.624 metres) to the place of beginning.

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 1978

Plan or Document Number: 2342

**PID 45421146**

Registration County: HANTS COUNTY

Street/Place Name: ELIZABETH AVENUE /GARLANDS CROSSING

Title of Plan: PLAN OF SURVEY OF PARCEL 1-A & REMAINING LANDS PARCELS R-1-RA & R-1-RB A S/D OF  
PID 45190493 LANDS OF 3229190 NOVA SCOTIA LTD COMMUNITY WAY EXT WINDSOR

Designation of Parcel on Plan: PARCEL R-1-RB

Registration Number of Plan: 120175683

Registration Date of Plan: 2022-02-25 10:38:14

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

Compliance:

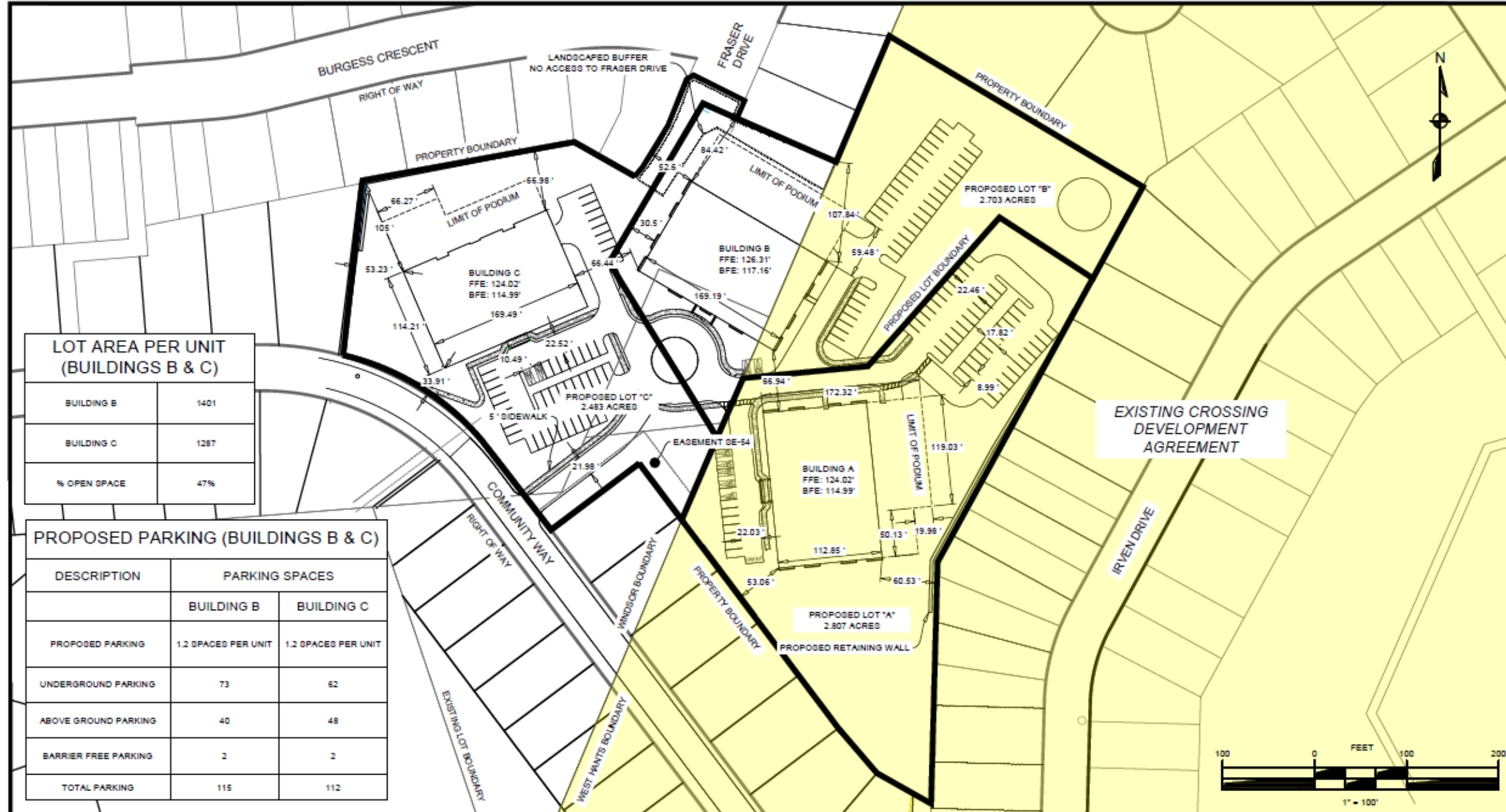
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2022

Plan or Document Number: 120175683

Schedule B  
Site Plan



**LOT AREA PER UNIT (BUILDINGS B & C)**

BUILDING B	1401
BUILDING C	1287
% OPEN SPACE	47%

**PROPOSED PARKING (BUILDINGS B & C)**

DESCRIPTION	PARKING SPACES	
	BUILDING B	BUILDING C
PROPOSED PARKING	1.2 SPACES PER UNIT	1.2 SPACES PER UNIT
UNDERGROUND PARKING	73	62
ABOVE GROUND PARKING	40	48
BARRIER FREE PARKING	2	2
TOTAL PARKING	115	112

CONSULTANT	CLIENT	PROJECT DESCRIPTION	SHEET DESCRIPTION	Engineer N. FOUGERE	Drawn T. MILLS
<b>DESIGNPOINT</b> engineering • surveying • solutions 902.832.5597 designpoint.ca	 <b>BRISON</b> DEVELOPMENTS	<b>THE CROSSING</b> APARTMENT SITE WINDSOR, NOVA SCOTIA	<b>SITE PLAN</b>	Scale 1" = 100'	Date Sep. 01, 2022
				Project No. 21-079	Drawing No. C-101
				Filename 2107_CP_MPRIAL.dwg	1 OF 1

P:\2021\21-079 Brison - The Crossing - Site Plan\01 - Drawings\Eng Design\21-079\_CP\_MPRIAL.dwg, Plot Date: 2022-Sep-1, Plot Size: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

## Appendix C



### WEST HANTS REGIONAL MUNICIPALITY REPORT

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

**Submitted by:** \_\_\_\_\_  
Sara Poirier, Senior Planner

**Date:** 2022-07-14

**Subject:** Development Agreement: Community Way, PID 45055167, 45364775, 45421146; File #21-10

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### LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

### RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading to consider entering into a development agreement to permit up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way in Windsor in a manner substantively the same as the draft set out in Attachment C of the report to the Planning and Heritage Advisory Committee #21-10 dated July 14, 2022, taking note that this development agreement will discharge and replace the development agreement recorded on PID 45421146 at the Registry of Deeds on May 16, 2019 as document #114457773.

...that PAC/HAC recommends that Council require that the development agreement with Mitch Brison which permits up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way 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 <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received on May 17, 2022, from Chrystal Fuller from Brighter Community Planning & Consulting on behalf of the property owner Mitch Brison of 3229190 Nova Scotia Limited. The application was to consider permitting two, 7-storey, 88-unit apartment buildings on the properties at PID 45055167 (portion of), 45364775, and 45421146 on Community Way. The lots are currently vacant and are owned by 3229190 Nova Scotia Limited; Mr. Brison is the President of that company.

**DISCUSSION**

This application is proposed over three currently separate lots (PID 45055167 (portion of), 45364775, and 45421146). The applicant proposes to go through the subdivision process to subdivide/consolidate the lots as shown on the site plan attached to the draft development agreement. This process would create two lots that are each approximately 2.5 acres in size and would each accommodate one of the multi-unit apartment buildings.

PID 45055167 is approximately 11.17 acres in size, however only an approximately 3-acre portion of this lot is being used for this proposed development. This 3-acre portion is currently designated Residential on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). PID 4536775 is an approximately 21,000 sq. ft. lot that is also designated Residential and zoned Two Unit Residential (R-2) in the Windsor planning documents.

PID 45421146 is an approximately 1.66-acre lot that is currently designated Residential on the Generalized Future Land Use Map (Figure 1) in the West Hants Municipal Planning Strategy (WHMPS), is zoned Multiple Residential (R-3) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2) and is within the Three Mile Plains Growth Centre.

Residential uses are permitted as-of-right in both the Two Unit Residential (R-2) zone in Windsor and the Multiple Residential (R-3) zone in West Hants however an apartment building of three or more dwelling units must be considered by development agreement in Windsor and residential

buildings greater than 3 storeys must be considered by development agreement in both documents.

Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor and Sections 5.4 and 5.5 describe the intention for high density residential development and residential buildings greater than 3 storeys in the Residential designation. Part 5.3 of the WHMPS contains the overall intention for properties designated Residential within the Three Mile Plains Growth Centre and describes the intention for multiple unit residential development greater than 3 storeys in height in the Residential designation.

The subject lots directly abut properties with a variety of designations and zoning including Residential and Community Use designations, and Single Unit Residential (R-1), Two Unit Residential (R-2), Multiple Residential (R-3) (West Hants), Medium Density Residential (R-3) (Windsor), High Density Residential (R-4) (Windsor), Institutional (I), and Open Space (OS).

### **History of Subject Lots**

PID 45055167 (portion of) and PID 45364775 are located in the former Town of Windsor. PID 45421146 is located in the former Municipality of West Hants and is subject to “The Crossing” development agreement (2019). The Crossing is a manufactured home park permitted by development agreement in Garlands Crossing. It is approximately 55 acres in size, currently has development and building permits for over 200 residential units, and a footing permit has recently been issued for a 6-storey 83-unit apartment building.

The first development agreement to permit The Crossing was registered on the property on April 8, 2008. This development agreement allowed a manufactured home park with up to 220 mini homes or modular homes. Amendments to the original agreement were registered on the property on January 28, 2014, March 7, 2017 and May 16, 2019. The most recent development agreement (2019) permits a manufactured home park containing manufactured homes, mini homes, and modular homes, and a residential area containing a mix of single unit, two unit, triplex, townhouse and multiple unit dwellings.

This application for Building B and C in Windsor is a continuation of the development of Building A which is already permitted through The Crossing development agreement (2019). The developer has noted that Buildings A, B and C will share access/egress to Community Way and services such as water, sewer and stormwater. This draft development agreement for Buildings B and C will discharge The Crossing development agreement from PID 45421146.

### ***Development Agreement***

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

and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

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

### **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; and
- (c) dwellings in excess of three storeys in a residential zone in accordance with Policy 5.5.1 of the Municipal Planning Strategy;”

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

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

- (a) multiple unit residential development greater than three storeys in height in the Three Mile Plains Growth Centre in accordance with Policy 5.3.8 of the Municipal Planning Strategy;”

### **Proposed Development Agreement**

The applicant proposes to develop 176 apartment units within two separate apartment buildings, each constructed on an individual lot. The permitted uses on the lots are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C) as:

- those uses permitted by the underlying zoning in the applicable Land Use By-law;
- residential development consisting of a maximum of 176 dwelling units within two separate apartment buildings, each constructed on an individual lot; and
- underbuilding, underground and surface parking for the uses within the buildings.

Section 2.2 (c) of the draft development agreement outlines the maximum height of the buildings as 7 storeys or 75 ft. (22.86 m.). This would meet the criteria in Windsor Policy 5.5.1

(b) to ensure the building does not exceed 80 ft. (24.38). Section 2.2 (c) of the draft development agreement requires a minimum side yard of 15 ft. (4.57 m.) or at least ½ the building height, whichever is greater to ensure the development meets Windsor Policy 5.5.1 (a) and West Hants Policy 5.3.8 (a).

The developer will be required to provide:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties prior to a development permit being issued for development as outlined in Section 2.9, *Site Drainage*;
- design plans of the water and sewer servicing connections and layout including location and connection design of any fire hydrant(s) as outlined in the 2.10 (b), *Water and Sewer Services*, and 2.6 (a), *Fire Safety*; and
- an easement to the Municipality that is acceptable to the Municipal Engineer to allow any part of existing or future Municipally owned water, sewer and stormwater lines that service Fraser Drive and/or Community Way to be connected through the Properties, as requested by the Director of Public Works and outlined in Section 2.10 (b), *Water and Sewer Service*.

The draft development agreement also requires the following:

- a minimum of one (1) parking space per dwelling unit (Section 2.5);
- a minimum of 35,000 sq. ft. (3,251.6 sq. m.) of usable recreation space (Section 2.8);
- the Owner to have sole responsibility for snow plowing and garbage collection for the development (Section 2.10);
- a 5 ft. (1.52 m.) wide pedestrian walkway from Community Way to the main entrances of each building;
- a 10 ft. (3.05 m.) wide buffer strip along the north lot line abutting the properties fronting on Burgess Crescent and Fraser Drive (Section 2.7 (b)).

Section 2.6, *Fire Safety*, was developed based on comments received from the local Fire Chief. The Fire Chief noted that curbs should be mountable by fire trucks to ensure buildings can be accessed from all sides by ladder trucks and that overhangs below 15 ft. (4.57 m.) should be avoided to allow aerial trucks to navigate the lanes (9-10 ft. wide required). Staff drafted Section 2.6 (b) and (c) to ensure there is unimpeded access for emergency services vehicles.

Through The Crossing development agreement (2019) Building A is permitted to be constructed with a minimum lot frontage of 25 ft. (7.62 m) or a right-of-way acceptable to the Municipal Engineer. The High Density Residential (R-4) zone in Windsor requires a minimum of 100 ft. (30.48 m.) of frontage per lot. However, since Buildings A, B and C are proposed to have shared

access/egress and share other services such as water, sewer and stormwater connections, the developer has requested that the lot for Building B be allowed to be created on a right-of-way acceptable to the Municipal Engineer. The Windsor Subdivision By-law does not permit lots to be created on a right-of-way as-of-right, however since the development of Buildings B and C is being considered by development agreement, the requirements of the Windsor Subdivision By-law can be modified in the agreement. Section 2.13, *Subdivision*, of the draft development agreement outlines the requirements for subdivision or consolidation of the lots.

The timeline for development outlined in the draft development agreement (Section 2.3) states that development of Buildings B and C must be completed within 120 months (10 years) of the development agreement being registered at the Land Registry Office. As Buildings A, B and C are to be one overall development with shared access/egress and shared services such as water, sewer and stormwater connections, and Building A has already been issued footing permits, there has been no commencement date added to the development agreement.

Chrystal Fuller provided additional rationale for this request stating that:

- “there are significant increases in the interest rates which may impact when the building will be started;
- the market will drive when the buildings will begin;
- there are serious supply chain issues right now impacting materials and labour, causing the commencement of the construction to be impacted; and
- financing for projects is tightening up so maximum flexibility would be appreciated.”

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

- the uses permitted on the Property as listed in Section 2.1, *Use*;
- the minimum side yard requirements and maximum building height as listed in Section 2.1 (c);
- the fire safety requirements listed in Section 2.6, *Fire Safety*;
- the landscaping requirements in Section 2.7, *Landscaping*; and
- the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

Section 5.10 of the draft development agreement ensures that only one development agreement is registered to each lot by stating that The Crossing development agreement will be discharged from PID 45421146 when this agreement is registered. Section 2.13 (e) also states

that any lot(s) subdivided from the approximately 3-acre portion of PID 45055167 that will be developed under the agreement will no longer be subject to the agreement. This ensures that any future parcel that is subdivided from the 11.17 acre parcel (PID 45055167) for a single- or two-unit dwelling will not be subject to the requirements of the agreement and not have to discharge the agreement from these lots in the future.

Other items such as accessible parking, elevators, sprinkler systems, and barrier free units may be required in the buildings by the Manager of Building and Fire Inspection Services in accordance with the National Building Code requirements. A full review of the building plans would be conducted when the property owner applies for development and building permits. These items are not listed in the draft development agreement as the National Building Code would take precedence over the development agreement as outlined in Section 5.1, *Compliance with other By-laws and Regulations*, in the draft development agreement.

### ***Public Comments***

Staff received comments from the public during the Public Information Meeting (PIM) comment period from June 9-24, 2022. All comments received were considered by staff when drafting this report and draft development agreement. A copy of the complete comments can be found in Attachment D.

Most of the public comments described traffic concerns in the vicinity of the proposed development, particularly the intersection of Payzant Drive and Wentworth Road. As part of the review of a development agreement application staff reach out to various stakeholders to provide comment on the proposal. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of road networks adjacent to or leading to the development and confirmed the following information.

The West Hants Regional Municipality contracted WSP to perform an intersection infrastructure needs assessment in 2021. The study reviewed four (4) existing intersections and one (1) future intersection:

- Wentworth Road at Payzant Drive
- Wentworth Road at Empire Lane
- King Street at College Road
- King Street at Chester Road
- King Street at Payzant Drive

### ***Wentworth Road at Payzant Drive***

WSP was provided the proposal from Mr. Brison to be incorporated in the traffic counts to assist with predicting the traffic levels on Payzant Drive and any anticipated upgrades to the intersection at Wentworth Road at this location. Based on findings from this study, in

conjunction with the Hants County Exhibition Expansion Traffic Impact Study (WSP, May 2021), it was recommended that plans be prepared to upgrade this intersection to a roundabout.

A staff report was presented to Committee of the Whole on October 12, 2021 recommending DesignPoint be awarded the contract to design the roundabout for the Wentworth Road at Payzant Drive intersection. The report states that “the Municipality would like to be prepared to call for tenders for a spring/summer construction start, with project completion within the 2022/23 fiscal period.”

#### King Street at Payzant Drive

The intersection infrastructure needs assessment report discusses the potential for Payzant Drive to be opened to King Street, with the intersection needing a stop-control with the potential for future signalization. There are a number of considerations with opening Payzant Drive to King Street including: acquisition of private property, railway crossing, ownership of roadways, etc. Our Manager of Operations has confirmed that there are currently no plans for West Hants Regional Municipality to construct this connector at this time.

#### **Windsor Municipal Planning Strategy**

Part 5.0 of the WMPS contains the overall intention for properties designated Residential in Windsor and Section 5.4 describes the intention for high density residential development. Policy 5.4.6 establishes Council’s intention to consider proposals for multiple unit residential development consisting of three or more units in the Residential designation by development agreement and Policy 5.5.1 enables Council to consider entering into a development agreement to allow dwellings in excess of three storeys.

#### ***WMPS Specific Criteria***

Policy 5.4.6 and 5.5.1 outline the specific criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- the development is generally consistent with the High Density Residential (R-4) zone standards;
- the development is compatible with adjacent land uses;
- the side yards will be at least one-half the height of the buildings; and
- the buildings will not exceed 80 ft. (24.38 m.) in height.

#### ***WMPS General Criteria***

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

- the proposal is not premature or inappropriate for the area;

- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Manager of Public Works Operations have no concerns which have not been addressed in the development agreement.

### **West Hants Municipal Planning Strategy**

Part 5.0 of the WHMPS contains the overall intention for properties designated Growth Centre in West Hants and Section 5.3 describes the intention for residential development in the Three Mile Plains Growth Centre. Policy 5.3.8 establishes Council's intention to consider proposals for multiple unit residential development greater than three storeys in height in the Three Mile Plains Growth Centre by development agreement.

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

Policy 5.3.8 outlines the specific criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- the side yards will be at least one-half the height of the buildings;
- buffering is provided to minimize the impact on abutting properties; and
- the development meets the criteria set out in Policy 5.3.7.

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

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

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Manager of Public Works Operations have no concerns which have not been addressed in the development agreement.

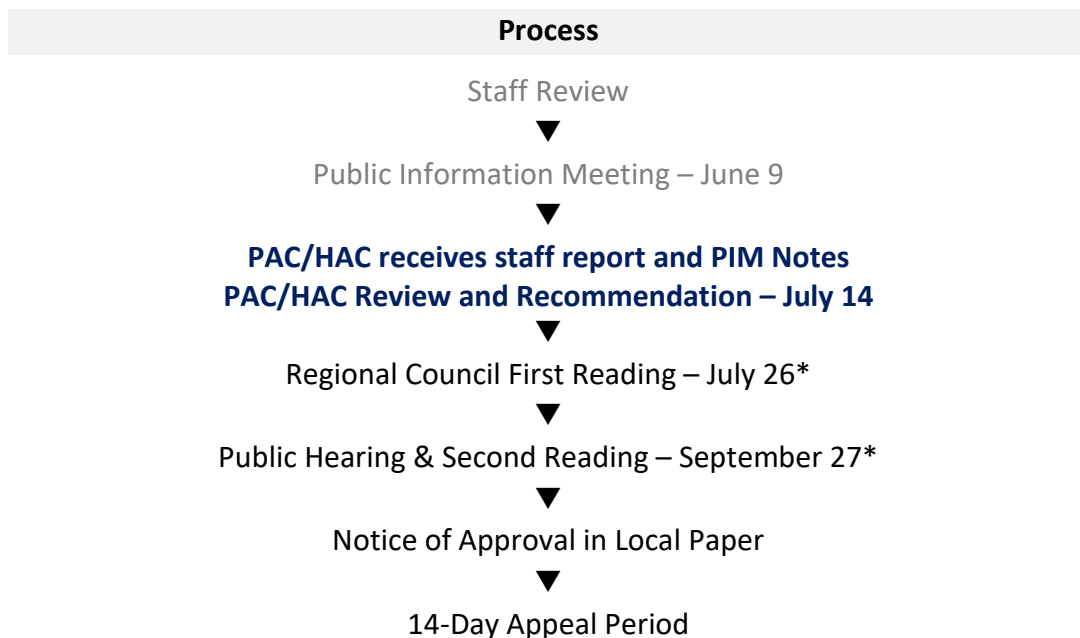
### **MUNICIPAL CLIMATE CHANGE ACTION PLAN**

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. The subject lot in this application does not appear to be affected under this scenario, however Payzant Drive itself may experience flooding.

The Public Works Department has required the developer to provide a stormwater management plan prior to receiving development permits for development on the subject lot, as outlined in Section 2.9, *Site Drainage*, of the draft development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

## NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of the general policies of the WMPS and WHMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS and WHMPS. As a result, it is reasonable to enter into a development agreement to permit up to 176 apartment units within two apartment buildings on PID 45055167, 45364775 and 45421146 on Community Way in Windsor.



\*anticipated dates; final dates set by Council

## FINANCIAL IMPLICATIONS

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

## ALTERNATIVES

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

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;

- provide alternative direction such as requesting further information on a specific topic.

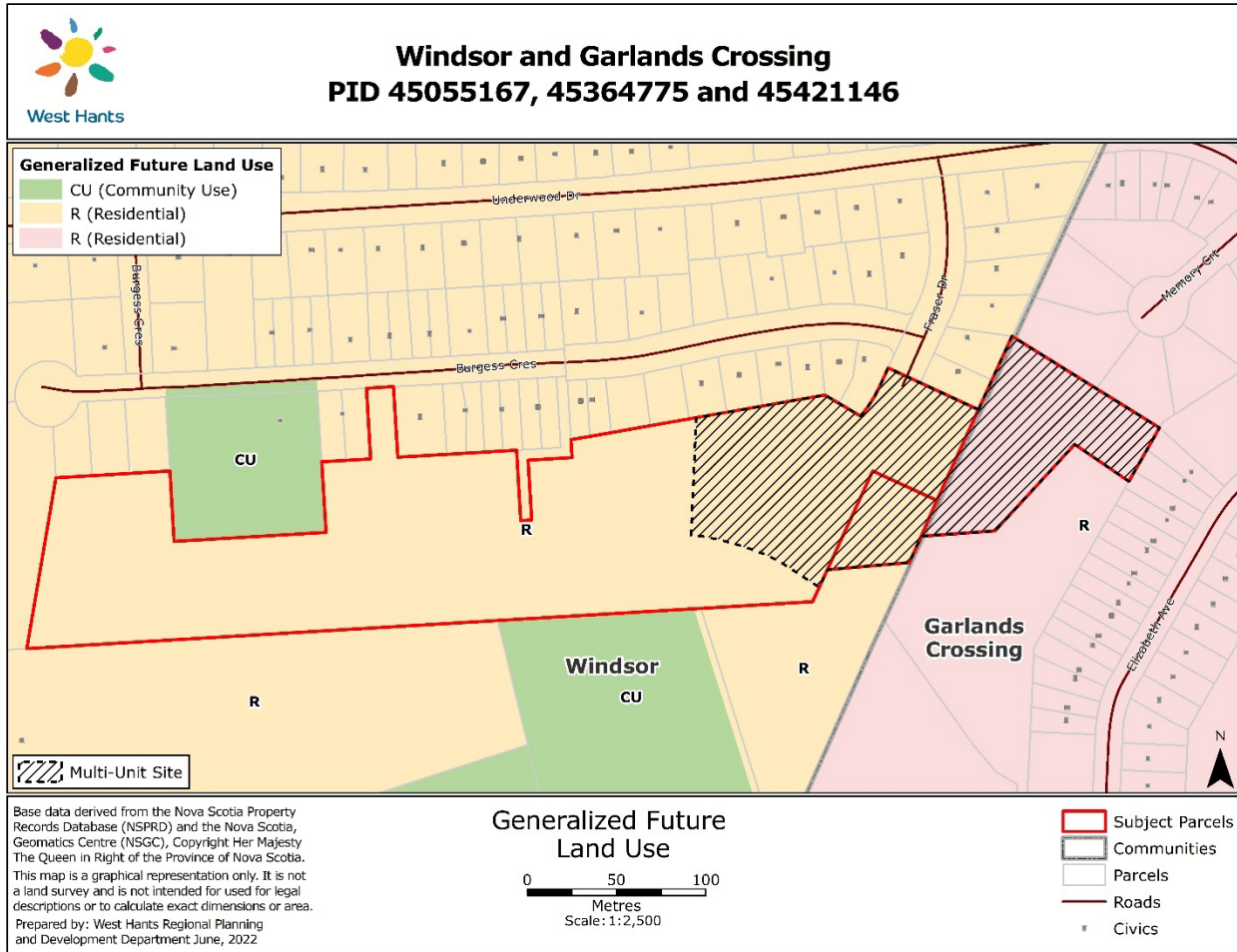
**ATTACHMENTS**

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

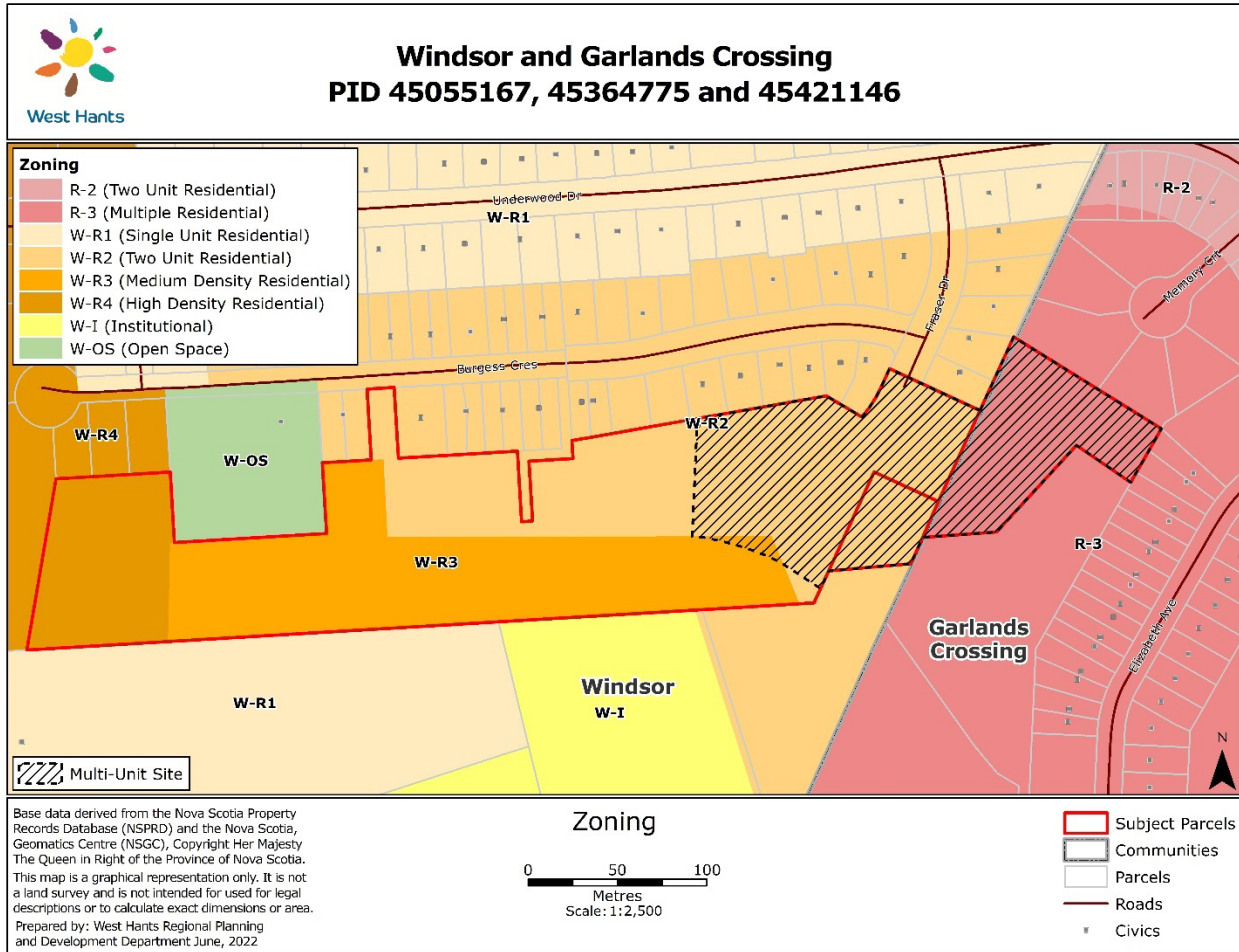
Report Prepared by: \_\_\_\_\_  
Sara Poirier, Senior Planner

Report Reviewed by: \_\_\_\_\_  
Madelyn LeMay, Director of Planning and Development

**Figure 1**  
**GFLUM Extract**



**Figure 2**  
**Zoning Map Extract**



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

**Windsor Municipal Planning Strategy**

**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:

<i><b>CRITERIA</b></i>	<b>COMMENT</b>
(a) the proposed use meets one of the following:	
(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	<p>The developer is proposing to construct two new apartment buildings through the draft development agreement. The maximum height of main buildings permitted in the High Density Residential (R-4) zone in Windsor is three storeys, however Policy 5.5.1 of the Windsor Municipal Planning Strategy and Policy 5.3.8 of the West Hants Municipal Planning Strategy allow Council to consider dwellings in excess of three storeys by development agreement. Therefore, the maximum height listed in the draft development agreement is 75 ft. (22.86 m.) which is consistent with the policies and criteria in the Municipal Planning Strategies, as reviewed in this report.</p> <p>The minimum lot size requirements, setback requirements and the maximum height of accessory buildings in the draft development agreement are generally consistent with the High Density Residential (R-4) zone.</p> <p>The High Density Residential (R-4) zone requires 100 ft. of frontage per lot, however since Buildings A, B and C are proposed to have shared access/egress and share other services such as water, sewer and stormwater connections, the developer has requested that the lot for Building B be</p>

	<p>allowed to be created on a right-of-way acceptable to the Municipal Engineer. The draft development agreement has been drafted to accommodate this request. The development must be connected to Municipal water and sewer service as outlined in Section 2.10 (b)(i), <i>Water and Sewer Service</i>, of the draft development agreement. Section 2.8, <i>Recreation Space</i>, and Section 2.5 (b), <i>Parking</i>, of the draft development agreement outlines the required recreation space and parking spaces for the proposed uses.</p>
<p>(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;</p>	<p>Not applicable as the applicant is proposing to construct new buildings.</p>
<p>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</p>	<p>The Crossing development and the area of Burgess Crescent, Underwood Drive and Fraser Drive mostly consists of single storey residential buildings. There are a few two and three storey buildings on Payzant Drive and Burgess Crescent including the Hants Community Hospital and Avon View High School. The footing permit has been issued for a 6-storey apartment building in the Crossing (Building A). The properties abutting the development fronting on Burgess Crescent and Fraser Drive, will be buffered from the development through a 10 ft. (3.05 m.) wide buffer strip as outlined in Section 2.7 (b). This will buffer residents from traffic movement on the site and the parking lots and ensure the apartment buildings are compatible with the adjacent land uses.</p>

(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;

The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of road networks adjacent to or leading to the development. They added that the Municipality recently completed a Windsor Intersection Infrastructure Needs Assessment which included this area and incorporated the traffic counts of the proposed development. The intersection study (2021) recommended that plans be prepared to upgrade the Wentworth Road at Payzant Drive intersection to a roundabout. A staff report was presented to Committee of the Whole on October 12, 2021 recommending DesignPoint be awarded the contract to design the roundabout for this intersection. The report states that “the Municipality would like to be prepared to call for tenders for a spring/summer construction start, with project completion within the 2022/23 fiscal period.”

Windsor has a population density of 522 people per sq. km. (Statistics Canada Census for 2022). The Crossing development as currently constructed has a population density of almost double this and this area of Burgess Crescent, Underwood Drive and Fraser Drive has a population density almost three and a half times the population density of Windsor. The footing permit has been issued for a 6-storey 83-unit apartment building in the Crossing (Building A) which would also increase the population density in this area. Buildings B and C proposed through this development agreement would be consistent with the current and future

	development plans and population for the area.
(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;	Section 2.7 (b), <i>Landscaping</i> , requires the developer to provide a 10 ft. (3.05 m.) wide buffer strip along the north lot line abutting the properties fronting on Burgess Crescent and Fraser Drive to minimize the effects on existing residential dwellings on these streets.
(e) adequate on-site parking is provided and parking areas are well designed;	The WLUB currently requires 1.5 parking spaces per dwelling unit each 10 ft. by 20 ft. in size. Due to the location of the lot in the community of Windsor and proximity of the lot to surrounding services, staff determined that it would be appropriate to reduce the amount of required parking per dwelling unit. As outlined in Section 2.5, <i>Parking</i> , of the draft development agreement, parking will be required at one (1) space per dwelling unit and with a minimum size of 9 ft. by 20 ft.
(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;	Section 2.8, <i>Recreation Space</i> , requires a minimum of 35,000 sq. ft. (3,251.6 sq. m.) of private recreational space to be provided on the property. There is also the Burgess Crescent Park located nearby which will abut Community Way and provide public recreational space for residents in the area.
(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;	Community Way is a new street being constructed in Windsor therefore it is not shown on the Transportation Map (Map 2) of the Windsor Municipal Planning Strategy. The Future Streets Map attached to the Windsor Subdivision By-law does show a “proposed collector street” in the location of Community Way. The Windsor Land Use By-law defines a collector street or road as a “street designed to move vehicular traffic

	<p>from residential neighbourhoods to commercial and institutional areas and to arterial streets” with the Windsor Municipal Planning Strategy stating that “minor collector roads provide links from local roads to major collector roads or arterial roads.” As Community Way will connect local roads in the Crossing to Payzant Drive, which turns into a major collector at the intersection with Burgess Crescent, it could be considered a minor collector street and the development would meet this criterion.</p>
<p>(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;</p>	<p>Not applicable as the subject lots are not located in an Architectural Control District.</p>
<p>(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;</p>	<p>Not applicable as the applicant is proposing to construct new buildings.</p>
<p>(j) any other matter which may be addressed in a development agreement; and</p>	<p>Similar to other recent development agreement applications in Windsor, a stormwater management plan is required prior to any development permit being issued for the proposed uses, as outlined in Section 2.9, <i>Site Drainage</i>, of the draft development agreement.</p> <p>The Director of Public Works specified that they would require a sewer/water easement to allow future connections from Community Way to Fraser Drive. This is outlined in Section 2.10 (b), <i>Water and Sewer Service</i>, of the draft development agreement.</p> <p>The Municipal Project Engineer specified that “services such as garbage collection would be the responsibility of the owner of the</p>

	<p>property, as street side collection limits would be exceeded. Snow clearing would be curbside only; property owner would be responsible for all parking lot and laneway snow clearing and ice control, including snow removal as required.” This requirement is outlined in Section 2.10 (a), <i>Waste Collection</i>, and (c), <i>Snow Plowing</i>, of the draft development agreement.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p> <p>All other matters are addressed elsewhere in this report.</p>
(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	Please see Attachment B for further details.

**Policy 5.5.1** In any residential zone, Council may consider permitting dwellings in excess of three storeys by development agreement, subject to the following conditions:

<b>CRITERIA</b>	<b>COMMENT</b>
(a) the side yards are at least one-half the height of the building;	Section 2.2 (c) requires the side yards of the buildings to be one-half the height of the building or 15 ft. (4.57 m. ) whichever is greater.
(b) the building will in no instance exceed 80 ft (24.38 m) in height;	The maximum height listed in the draft development agreement is 75 ft. (22.86 m.) which ensures the development meets this criteria. The maximum building height is also listed as a substantive matter in the draft development agreement which means that staff have recommended, based on the criteria in 5.5.1 (b), that any future proposed change to the height of the apartment buildings would significantly alter the intended effect of the development agreement and would go through the entire development agreement process, including

	Public Hearing before Council, prior to Council making a final decision on the proposed amendment.
(c) the building design, height and scale is compatible with the surrounding area;	As noted in 5.4.6 (b) Buildings B and C proposed through this development agreement would be consistent with the design, height and scale of Building A in the Crossing. The majority of buildings in the Crossing development and the area of Burgess Crescent, Underwood Drive and Fraser Drive are single storey residential buildings. The properties closest to the development fronting on Burgess Crescent and Fraser Drive, will be buffered from the development through a 10 ft. (3.05 m.) wide buffer strip as outlined in Section 2.7 (b). This will buffer residents from traffic movement on the site and the parking lots. This would help ensure that Buildings B and C are compatible with the surrounding area.
(d) any other matter which may be addressed in a development agreement; and	All other matters have been addresses elsewhere in this report.
(e) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	Please see Attachment B for further details.

**West Hants Municipal Planning Strategy**

**Policy 5.3.8** It shall be the policy of Council to consider multiple unit residential development greater than three storeys in height in the Three Mile Plains Growth Centre by development agreement subject to the following:

<b>CRITERIA</b>	<b>COMMENT</b>
(a) the side yards are at least one-half the height of the building;	As noted in 5.5.1 (a), Section 2.2 (c) requires the side yards to be one-half the height of the building or 15 ft. (4.57 m.), whichever is greater.
(b) adequate landscaping, screening and buffering is provided to minimize the	As noted in 5.4.6 (d), Section 2.7(b), <i>Landscaping</i> , requires the developer to provide a 10 ft. (3.05 m.) wide buffer strip

impact of building height on adjacent properties;	along the north lot line abutting the properties fronting on Burgess Crescent and Fraser Drive to minimize the effects on existing residential dwellings on these streets.
(c) the specific requirements for multiple unit development set out in Policy 5.3.7;	The criteria in Policy 5.3.7 are addressed below.
(d) any other matter which may be addressed in a development agreement; and	All other matters are addressed elsewhere in this report.
(e) Policy 16.3.1.	Please see Attachment B for further details.

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

<b>CRITERIA</b>	<b>COMMENT</b>
(a) the development has frontage on an arterial or collector street designated on the Transportation Map (Map 2) if it consists of 12 or more units;	As noted in 5.4.6 (g), Community Way meets the description of a minor collector street; the development meets this criterion.
(b) the lot is serviced, or is capable of being serviced, with municipal water and sewer;	The Municipal Project Engineer has confirmed that the proposal is not considered premature or inappropriate in terms of the adequacy of sewer and water services. They added that “lots are capable of being served with Municipal sewer and water from existing development along Community Way.”
(c) the development is compatible with the character of the area with respect to building scale and design, traffic generation, population density and similar matters;	As described in 5.4.6 (c) the Manager of Operations has no concerns with the adequacy of road networks adjacent to or leading to the development, and Buildings B and C proposed through this development agreement would be consistent with the current and future development plans and population growth for the area.
(d) existing and proposed streets are adequate to support the development and existing streets will not require major	The Manager of Operations confirmed that existing streets will not require major

<p>infrastructure improvements as a result of the development; a traffic impact study may be required in accordance with Section 14.6 of this Strategy;</p>	<p>infrastructure improvements as a result of this development. An intersection infrastructure needs assessment was completed in 2021 which incorporated this proposed development in the traffic counts therefore there are no further traffic impact studies required.</p>
<p>(e) adequate open space or recreational space is provided;</p>	<p>As highlighted in 5.4.6 (f), the development agreement requires a minimum of 35,000 sq. ft. (3,251.6 sq. m.) of private recreational space to be provided on the properties which would be adequate to service the development.</p>
<p>(f) adequate on-site parking is provided;</p>	<p>As stated in 5.4.6 (e), Section 2.5, <i>Parking</i>, of the draft development agreement requires one (1) parking space per dwelling unit which would be adequate to support this development. The developer is proposing to provide the parking underground, underbuilding and outside at grade.</p>
<p>(g) any other matter which may be addressed in a Land Use By-law; and</p>	<p>All other matters are addressed elsewhere in this report.</p>
<p>(h) Policy 16.3.1.</p>	<p>Please see Attachment B for further details.</p>

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

**Windsor and West Hants Municipal Planning Strategies**

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

CRITERIA	COMMENT
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer has confirmed that the proposal is not considered premature or inappropriate in terms of the adequacy of sewer and water services. They added that “lots are capable of being served with Municipal sewer and water from existing development along Community Way.”
(ii) the adequacy of school facilities;	The Director of Operations for the Annapolis Valley Regional Centre for Education stated that the “Annapolis Valley Regional Centre for Education does have capacity for growth in the area noted. We would always make more space available if needed.”
(iii) the adequacy of fire protection and other emergency services;	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that the proposal is not premature or inappropriate in terms of the adequacy of fire protection or other emergency services. They added that the footing permit for Building A was issued on May 27, 2022. The only other comments was to ensure there is water supply for sprinklers and adequate sewer capacity, which have both been confirmed with the Public Works Department.  The local Fire Chief added that they would request consideration in the development agreement for “roll on curbing, accessibility around buildings for aerial trucks, and paying

	<p>attention for overhead obstructions.” They noted that “most other items should be captured under fire code for the types of buildings indicated” and that they would “like to see proposed locations for standpipe / sprinkler connections when these become available.”</p>
<p>(iv) the adequacy of road networks adjacent to, or leading to the development; and</p>	<p>The developer plans to connect Community Way from The Crossing to Payzant Drive during the overall development of the area. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of road networks adjacent to or leading to the development. They added that the Municipality recently completed a Windsor Intersection Infrastructure Needs Assessment which included this area and incorporated the traffic counts of the proposed development.</p>
<p>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</p>	<p>The Manager of Operations has stated they have no concerns with regard to the adequacy of road networks adjacent to, or leading to the development, or the impact of the development on traffic generation or traffic safety.</p> <p>In terms of pedestrian traffic movement, the draft development requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Community Way to the main entrances of each building, as outlined in Section 2.4 (e), <i>Access and Egress</i>. This will ensure suitable infrastructure for safe pedestrian movement within the site.</p>

	There is no active rail transportation in the vicinity.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	This application is proposed over three currently separate lots (PID 45055167 (portion of), 45364775, and 45421146). The applicant proposes to go through the subdivision process to subdivide and consolidate the lots to create two lots that are each approximately 2.5 acres in size and would accommodate one of the multi-unit apartment buildings per lot.
(d) the pattern of development which the proposal might create;	The Crossing development agreement (2019) permits a variety of housing types including manufactured homes, mini homes, modular homes, single unit, two unit, triplex, townhouse and multiple unit dwellings. There are a variety of housing types already built in the Crossing and Payzant Drive area including mini homes, modular homes, single unit, two unit, and multiple unit dwellings and footing permits have been issued for a 6-storey apartment building in this area. This proposal is not anticipated to create a different pattern of development than is already permitted through The Crossing development agreement and being constructed in the area.
(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;	There is a grade difference between Burgess Crescent and Fraser Drive to the proposed development site that the developer will manage during site development. There are no watercourses, marshes or bogs identified on the mapping for the site. As noted in the report, under the simulated flooding extent for probable maximum flood due to climate change scenario of the Windsor MCCAP (2014) most of the community of Windsor will experience extensive flooding. The subject lot in this application does not appear

	<p>to be affected under this scenario, however Payzant Drive itself may experience flooding. The Public Works Department has required the developer to provide a stormwater management plan prior to receiving development permits for development on the subject lot, as outlined in Section 2.9, <i>Site Drainage</i>, of the draft development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.</p>
<p>(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</p>	<p>All Municipal, Provincial and Federal regulations will have to be met.</p>
<p>(g) any other matter required by relevant policies of this Strategy.</p>	<p>There are no other relevant policies of this Strategy.</p>

**Attachment C**



**West Hants**

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this                    day of                    , 2022.

**BETWEEN:**

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

**3229190 NOVA SCOTIA LIMITED** a body corporate, with a head office at 99 Windsor Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of several lots located in Windsor (PID 45055167, 45364775, 45421146) hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

**WHEREAS** the approximately 3-acre portion of PID 45055167 that will be developed in accordance with this agreement is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law; and

**WHEREAS** PID 45364775 is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Two Unit Residential (R-2) on the Zoning Map of the Windsor Land Use By-law; and

**WHEREAS** PID 45421146 is designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy and zoned Multiple Residential (R-3) on the Zoning Map of the West Hants Land Use By-law, and is within the Three Mile Plains Growth Centre; and

**WHEREAS** the Owner has requested that the Municipality enter into a development agreement to permit up to 176 apartment units within two separate apartment buildings on the Properties (the “Development”); and

**WHEREAS** Policy 5.4.6 of the Windsor Municipal Planning Strategy and Section 6.1 (b) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development consisting of three or more units in a Residential Designation, and Policy 5.5.1 of the Windsor Municipal Planning Strategy and Section 6.1 (c) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow dwellings in excess of three storeys; and

**WHEREAS** Policy 5.3.8 of the West Hants Municipal Planning Strategy and Section 6.1 (a) of the West Hants Land Use By-law enable Council to consider entering into a development agreement to allow multiple unit residential development greater than three storeys in height in the Three Mile Plains Growth Centre; and

**WHEREAS** the Owner and the Municipality have a development agreement in place for PID 45421138 (“The Crossing DA”) and the Owner and the Municipality wish this Development to function in an integrated fashion with the portion of The Crossing DA development project which includes Building A and which is shown on the Site Plan, Schedule B to this development agreement; and

**WHEREAS** the Council of the Municipality, at a meeting held on **Month Day**, 2022 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 applicable Land Use Bylaw, except those defined as follows:

- (a) “Applicable Land Use By-law” means the Land Use By-law that has jurisdiction related to the properties or portion thereof (i.e., the West Hants Land Use By-law applies to the properties or portion thereof in the former District of West Hants and the Windsor Land Use By-law applies to the properties or portion thereof in the former Town of Windsor)
- (b) “Applicable Subdivision By-law” means the Subdivision By-law that has jurisdiction related the properties or portion thereof (i.e., the West Hants Subdivision By-law applies to the properties or portion thereof in the former District of West Hants and the Windsor Subdivision Use By-law applies to the properties or portion thereof in the former Town of Windsor)
- (c) “Commencement” means the date the Owner begins actively constructing a particular building within this agreement as permitted by issued development and building permits;
- (d) “Parking podium” means a concrete structure constructed mostly under a building or underground that provides parking spaces to the uses within the attached building.

### **1.2 Schedules**

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *West Hants Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, approved on May 13, 2008, as amended, or successor By-laws;
- (b) *West Hants Land Use By-law* means the West Hants Land Use By-law, approved on May 13, 2008, as amended, or successor By-laws;
- (c) *West Hants Subdivision By-law* means the West Hants Subdivision By-law, approved on May 13, 2008, as amended, or successor By-laws;

- (d) *Windsor Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (e) *Windsor Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (f) *Windsor Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

**PART 2 DEVELOPMENT REQUIREMENTS**

**2.1 Use**

- (a) The Parties agree that uses on the Property shall be limited to the following:
  - (i) those uses permitted by the underlying zoning in the applicable Land Use By-law;
  - (ii) residential development consisting of a maximum of 176 dwelling units within two separate apartment buildings, each constructed on an individual lot; and
  - (iii) underbuilding, underground and surface parking for the uses within the buildings.

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

**2.2 Development Location and Design**

- (a) The Development location and design shall be generally consistent with the Site Plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the Buildings or other aspects of the Site Plan provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.9, *Site Drainage*, of this Agreement provided the side yards are not decreased.
- (c) The apartment buildings shown as Buildings B and C (“the Buildings”) on the Site Plan in Schedule B shall be limited to a maximum of 176 dwelling units. The Buildings may include underground and underbuilding parking and shall conform to the following requirements:

Minimum Front Yard	25 ft. (7.62 m.)
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Minimum Rear Yard	35 ft. (10.67 m.)
Minimum Side Yard	15 ft. (4.57 m.) or one-half the height of the building whichever is greater
Maximum Storey of Main Building	7 storeys
Maximum Building Height	75 ft. (22.86 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)

- (d) The lot for Building B may be created on a right-of-way approved by the Municipal Engineer and shall not require any lot frontage. The lot for Building C shall have a minimum lot frontage of 100 ft. (30.48 m.) on Community Way.
- (e) The parking podium shall not be located closer than 15 ft. (4.57 m.) from any external lot line whether or not the parking podium is visible above ground.
- (f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:
  - (i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and
  - (ii) the required usable recreation space according to the following schedule:

bachelor unit	150 sq. ft. (13.94 sq. m.) per unit
1 bedroom unit	200 sq. ft. (18.58 sq. m.) per unit
2 bedroom unit	250 sq. ft. (23.22 sq. m.) per unit
3 bedroom unit	270 sq. ft. (25.08 sq. m.) per unit
4 bedroom unit	400 sq. ft. (37.16 sq. m.) per unit

- (g) Accessory buildings are permitted in accordance with Section 5.1 of the applicable Land Use By-law, *Accessory Buildings and Structures*.
- (h) A minimum of 35,000 sq. ft. (3,251.6 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

### 2.3 Phasing

- (a) The Municipality and the Owner acknowledge that the Development as shown on Schedule B is a phased Development. Building B and C may be constructed in any order suitable to the developer.
- (b) Construction of the Buildings and all relevant infrastructure and landscaping shall be completed within one-hundred and twenty (120) months of the development agreement being registered at the Land Registry Office. If, in the opinion of the Development Officer, this time limit has not been met, Development in accordance with this Agreement shall no longer be permitted

and this Agreement may be discharged in whole or in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (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.

## **2.4 Access and Egress**

- (a) The Owner shall develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B. This driveway shall be shared between the Buildings.
- (b) The driveway shown on Schedule B shall provide a minimum width of 50 ft. (15.24 m.) and shall have a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) No vehicular access/egress shall be permitted to Fraser Drive.
- (d) The Owner agrees that it will seek and obtain approval in writing from the Municipality before any other driveway from the Development is connected to Community Way or any other public road.
- (e) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from Community Way to the main entrances of each building. The pedestrian walkways shall be constructed so as to create a stable surface and may use permeable construction materials to assist with stormwater retention.

## **2.5 Parking**

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided per dwelling unit.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.

- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.14, *Variance*, of this agreement.

## **2.6 Fire Safety**

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

## **2.7 Landscaping**

The Owner shall:

- (a) keep all undeveloped areas of the Property landscaped;
- (b) provide a 10 ft. (3.05 m.) wide buffer strip along the north lot line abutting the properties fronting on Burgess Crescent and Fraser Drive. The buffer strip shall contain any combination of the following, organized so as to provide a dense or opaque screen:
  - (i) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of 1 in. (2.54 cm.) measured at 4.5 ft. (1.37 m.) above the surrounding grade and a minimum height of 5 ft. (1.52 m); or
  - (ii) a hedge of a variety of coniferous shrubs each of which will reach over 6 ft. (1.83 m.) in height at maturity; or
  - (iii) a berm which is a minimum of 6 ft. (1.83 m.) in height to buffer the abutting property; or
  - (iv) a wall or an opaque fence which is a minimum of 5 ft. (1.52 m.) in height and of sufficient height to provide a visual buffer to the abutting property.

## **2.8 Recreational Space**

- (a) A minimum of 35,000 sq. ft. (3,251.6 sq. m.) of private recreational space shall be provided on the Property and may include:
  - (a) individual balconies; and

(b) common use landscaped areas.

## **2.9 Site Drainage**

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

## **2.10 Servicing**

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

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

### **(b) Water and Sewer Services**

- (i) The Buildings shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.
- (ii) The Owner shall convey an easement in a form satisfactory to the Municipality that is approved by the Municipal Engineer to allow any part of existing or future Municipally owned water, sewer and stormwater lines that service Fraser Drive and/or Community Way to be connected through the Properties, in accordance with the Municipal Services Specifications Manual.

- (iii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property, except the Municipally owned water, sewer and stormwater lines contained within the easement as outlined in Section 2.10 (b) (ii).

**(c) Snow Plowing**

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

**2.11 Maintenance**

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

**2.12 Signs and Lighting**

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

**2.13 Subdivision**

- (a) As noted in Section 2.2 (d) the lot for Building B shall be permitted to be subdivided on a right-of-way approved by the Municipal Engineer. This subdivision process shall take place prior to a development permit being issued for Building B.
- (b) At the time of subdivision application, the Owner must convey a right-of-way to ensure continued access/egress from Community Way and convey easements for any services including but not limited to water, sewer and stormwater, from the lot for Building C in favour of the lots for Buildings A and B to ensure continued access/egress and servicing to those lots regardless of future ownership. The Owner acknowledges that the shared driveway from Community Way and the services which may cross the lot for Building C to service the lots for Buildings A and B are a joint and several responsibility of each owner of the lots upon which those buildings are situated.

- (c) At the time of subdivision application, the Owner must convey a right-of-way to ensure continued access/egress from Community Way and convey easements for any services including but not limited to water, sewer and stormwater, from the lot for Building B in favour of the lot for Buildings A to ensure continued access/egress and servicing to the lot regardless of future ownership. The Owner acknowledges that the shared driveway from Community Way and the services which may cross the lot for Building B to service the lot for Buildings A are a joint and several responsibility of each owner of the lots upon which those buildings are situated.
- (d) All other subdivision of the properties shall be permitted in accordance with the applicable Subdivision By-law.
- (e) Any lot(s) subdivided from the portion of PID 45055167 that will be developed under this Agreement, shall no longer be subject to this Agreement.

#### **2.14 Variance**

In accordance with Section 5.48 of the West Hants Land Use By-law and Section 5.40 of the Windsor Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this agreement;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

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

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

**3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

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

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) subject to Section 2.14, the minimum side yard requirements and maximum building height as listed in Section 2.2 (c);
- (c) the fire safety requirements listed in Section 2.6, *Fire Safety*;

- (d) the landscaping requirements in Section 2.7, *Landscaping*; and
- (e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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

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

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

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

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

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

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

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Development**

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 actively constructing a particular building within this Agreement as permitted by an issued development and building permit.

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

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

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

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

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

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

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

#### **5.3 Interpretation**

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this agreement, the written text of this agreement shall prevail.
- (c) References to particular sections of statutes and 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 Mitchell W. Brison, 99 Water Street, P.O. Box 280, Windsor, NS, B0N 2T0, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

**5.10 Full Agreement**

This Agreement replaces and discharges the development agreement registered on PID 45421146, dated April 2, 2019 between the Municipality of the District of West Hants and 3229190 Nova Scotia Limited, 3307437 Nova Scotia Limited and 3307427 Nova Scotia Limited recorded at the Registry of Deeds in Hants County, Nova Scotia on May 16, 2019 as document #114457773, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) **WEST HANTS REGIONAL**  
) **MUNICIPALITY**

)  
)  
)  
)  
)  
)

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

\_\_\_\_\_  
Witness

) Abraham Zebian, Mayor

)

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

\_\_\_\_\_  
Witness

) Deanna Snair, Municipal Clerk

)

)

)

)

) **3229190 NOVA SCOTIA LIMITED**

)

)

)

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

\_\_\_\_\_  
Witness

) Mitchell W. Brison, President

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h            presence.

---

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h            presence.

---

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS**

**ON THIS**            day of            , A.D. 2022, before me, the subscriber, personally came and appeared            , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Mitchell W. Brison**, one of the parties thereto, signed, sealed and delivered the same in h            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 \_\_\_\_\_, 2022  
the Municipal Clerk, Deanna Snair came before me, made oath,  
and swore the foregoing affidavit at  
\_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

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

Canada  
Province of Nova Scotia

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

I, Mitchell W. Brison, Nova Scotia, make oath and say that:

1. I Mitchell W. Brison of **3229190 NOVA SCOTIA LIMITED** the “Corporation”. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this \_\_\_\_\_, 2022  
the Deponents came before me, made oath,  
and swore the foregoing affidavit at  
\_\_\_\_\_, Nova Scotia.

\_\_\_\_\_  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

\_\_\_\_\_  
MITCHELL W. BRISON, President

**Schedule A  
Legal Description**

**PID 45055167**

ALL THAT parcel of land situate in the Town of Windsor, County of Hants, Province of Nova Scotia and shown as Lot A and X (approved as an addition to lot A) on a plan of subdivision of Tregothic Heights, Windsor, Nova Scotia, prepared by V.E. Swinamer Surveying Limited dated May 22, 1975, approved by

the Town of Windsor on November 1, 1978 as plan 78-6 and filed with the Registrar of Deeds for the County of Hants as P2342 and more particularly described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

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

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

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

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

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 86093482.

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 86093482.

**PID 45364775**

ALL THAT lot of land situate at Tregothic Heights, Windsor, in the County of Hants and Province of Nova Scotia, partly delineated and shown as Lot Y on a plan of survey entitled, Plan Showing Tregothic Heights Subdivision, prepared by Victor E. Swinamer, N.S.L.S., dated the 22nd day of May, 1975 and filed on November 2, 1978, at the Office of the Registry of Deeds for the Registration District of Hants as plan no. 2342, and on a plan of survey entitled, Plan of Survey of Lots 201 to 225 inclusive and Park Parcel P-1, Subdivision of Portion of Remainder of Lot AX, Lands Conveyed to Anahid Investments Limited, Payzant Drive, Burgess Crescent and Underwood Drive, Town of Windsor, Hants County, Nova Scotia, prepared by Allan J. Owen, N.S.L.S., dated January 3, 2006, and registered with the Hants County Land Registration Office on March 17, 2006, as plan no. 84603233, bounded and described as follows:

BEGINNING at a survey marker at the southernmost corner of proposed Lot 228 shown on plan no. 84603233, being the northeastern corner of Lot Y herein described;

THENCE South 23 degrees 29 minutes 37 seconds West (Grid - plan no. 84603233) along the boundary line between the Municipality of the District of West Hants and the Town of Windsor to a point on the former boundary line between the farms of G. Rourke (to the north) and of H. Curry and J. Dill (to the south), the said former boundary line being shown on plan no. 2342;

THENCE North 73 degrees 12.6 minutes West (Magnetic 1975), along the said former boundary line between the G. Rourke and the H. Curry and J. Dill farms, to a point on the eastern boundary of lands now or formerly of Armco Capital Inc., the said point being the northeast corner of lot X shown on plan no. 2342;

THENCE North 23 degrees 34 minutes 40 seconds East (Grid - plan no. 84603233), a distance of 199.74 feet to a survey marker on the southern boundary of proposed Lot 228 shown on plan no. 84603233;  
THENCE South 66 degrees 25 minutes 20 seconds East (Grid - plan no. 84603233), along the southern boundary of the said proposed Lot 228, a distance of 130 feet (39.624 metres) to the place of beginning.

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

Compliance:

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

Registration District: HANTS COUNTY  
Registration Year: 1978  
Plan or Document Number: 2342

**PID 45421146**

Registration County: HANTS COUNTY

Street/Place Name: ELIZABETH AVENUE /GARLANDS CROSSING

Title of Plan: PLAN OF SURVEY OF PARCEL 1-A & REMAINING LANDS PARCELS R-1-RA & R-1-RB A S/D OF  
PID 45190493 LANDS OF 3229190 NOVA SCOTIA LTD COMMUNITY WAY EXT WINDSOR

Designation of Parcel on Plan: PARCEL R-1-RB

Registration Number of Plan: 120175683

Registration Date of Plan: 2022-02-25 10:38:14

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 2022

Plan or Document Number: 120175683

Schedule B  
Site Plan



**Attachment D**  
**Public Information Meeting Notes**  
**June 9 – June 24, 2022**  
**File 21-10**  
**Payzant Drive / Community Way area, Windsor;**  
**PID 45055167, 45364775 and 45421146**

<p><b>Meeting date and time</b></p>	<p>A virtual Public Information Meeting was held on June 9<sup>th</sup>, 2022 beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.</p>
<p><b>Attending</b></p>	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> <li>• Councillor Ivey (Chair)</li> </ul> <p>Four (4) members of staff:</p> <ul style="list-style-type: none"> <li>• Planner Poirier</li> <li>• Planner Dunphy</li> <li>• Director LeMay</li> <li>• Meeting Secretary Lake</li> </ul> <p>Applicant:</p> <ul style="list-style-type: none"> <li>• Mitch Brison, Applicant and Property Owner</li> <li>• Chrystal Fuller, Brighter Community Planning (Applicants Planner)</li> </ul> <p>The following members of the public requested invited to attend the PIM via Zoom:</p> <ul style="list-style-type: none"> <li>• Wendy McBride</li> <li>• Rita Nadasdi</li> <li>• Sheila Porter</li> <li>• Megan and Joseph O'Neill</li> <li>• Joanne Ans</li> </ul> <p>5 members of the public attended the meeting in-person. Of those that attended in-person only Ken Creighton and Brigette Cooney spoke.</p>
<p><b>Applicant</b>  Mitch Brison, 3229190 Nova Scotia Limited</p> <p><b>Property</b>  Payzant Drive / Community Way area, Windsor;</p>	<p>Planner Poirier outlined the development agreement application to permit two, 7-storey, 88-unit apartment buildings on the properties at PID 45055167 (portion of), 45364775, and 45421146 on Community Way.</p> <p>A formal presentation was made by Chrystal Fuller of Brighter Community Planning on behalf of the applicant. Mr. Brison responded to questions from the public.</p>

<p>PID 45055167, 45364775 and 45421146</p>	
<p><b>Comments</b></p>	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between June 9 – 24, 2022.</p> <p>5 members of the public spoke at the Public Information Meeting and 5 written comments were received via email. The questions and comments from the public are summarized below. The email responses are attached. The emails received prior to the PIM on June 9 were read into the record at the meeting.</p> <p>The following comments and questions were made at the Public Information Meeting. Staff and applicant responses are included in purple text.</p> <ul style="list-style-type: none"> <li>• No general opposition to the development</li> <li>• Lack of planning in Windsor side of this development for the past 10-15 years; lack of Municipal tax dollars being put into infrastructure upgrades in the area i.e., Underwood Dr. does not have a sidewalk</li> <li>• Payzant Dr. and Wentworth Rd. intersection and traffic concerns</li> <li>• What is happening elsewhere behind Burgess Crescent (between these apartment buildings and Payzant Drive)?  <p style="margin-left: 20px;">Sara responded that the developer proposes single- or two-unit dwellings in that location and these would be permitted as-of-right. Mr. Brison confirmed this.</p> </li> <li>• What is the timeline proposed for the single- and two-unit dwellings?  <p style="margin-left: 20px;">Mr. Brison responded that it is market and supply chain driven however he hopes to have Community Way completed by the end of 2022 or early 2023. Construction of those lots will most likely be spring of 2023.</p> </li> <li>• Dust issues while the development is under construction  <p style="margin-left: 20px;">Mr. Brison noted that they will do what they can to minimize the dust with the intention being to put the pipe in the ground and then cover it with gravel which will minimize the dust</p> </li> <li>• Timeline for the multi-unit buildings?</li> </ul>

Mr. Brison commented that they have started constructing Building A which should be roof tight by the end of 2022. He hopes to have an occupancy permit by spring of 2023. Buildings B and C will follow shortly after depending on the market and supply chain. He anticipates these buildings being completed within the next 3-5 years.

- Will tower cranes be used in the construction of the 6-7 storey buildings?

Mr. Brison responded that they plan to construct the buildings using concrete panels. There will be mobile cranes on site to lift the panels into place, but no tower cranes are needed.

- Will the parking podium be landscaped or visible from abutting properties?

Mr. Brison noted that most of the parking podium will be completely buried underground with landscaping over it. He does realize that he is developing close to residents back yards, so he is trying to be considerate of that and reduce the impact of the development where possible.

- Was there any thought given to changing the location of Buildings B and C to be closer to Payzant Dr. where other apartment buildings are?

Mr. Brison commented that consideration was given to the location of the buildings however it made most sense to locate Buildings A-C in the same area from a servicing perspective and some of the ground closer to Payzant Drive did not pass a geotechnical investigation to be able to locate the 6-7 storey concrete buildings there.

- The parking podium looks to be approximately 15 ft. from some property lines. The podium will be constructed of an impervious surface and there are concerns about the stormwater impacts on adjacent properties if the water cannot penetrate the ground.

Mr. Brison noted that the development will be designed to take care of the stormwater on the site which will flow into a stormwater retention pond. He added that this building will not cause residents any trouble in terms of stormwater.

	<ul style="list-style-type: none"> <li>• How will the grade difference between Fraser Drive and the apartment building site be managed (i.e., rock wall, landscaping, etc.)? Mr. Brison responded that topsoil will create a base layer for grass and trees will be planted.</li> <li>• There was a sign posted in the Crossing development a few years ago showing the apartment buildings to be located backing onto the mini home park instead of the now proposed location. What changed? Mr. Brison commented that the site plan that is posted outside the office in The Crossing was developed when he was proposing a long-term care style of housing in a multi-level building. Since then, his plans have changed. He would now like to construct a long-term care facility on the former masonic home site (beside the Credit Union on Wentworth Road) and he was able to acquire land from Armco Capital to use for the proposed apartment buildings in this application.</li> </ul>
<b>Adjournment</b>	The meeting was adjourned at 6:58 p.m.

**Public Email Responses Submitted for the Application PIM**

June 2, 2022

**From: Kelly McBride**

To: Sara Poirier

Hi Sara,

Well obviously not sure why the town would even bother to have a virtual meeting on June 9, 2022 as this development of the two 7 storey buildings is already a go ahead as the tractors are already digging in my backyard for this. I believe the town knew this long ago. **Why don't you just butt the building right up to our windows.....GEEZ**

I live on Burgess Crescent with my two sisters and my concerns are as follows:

- Yes I realize Windsor has to grow but there are many other areas better suited for these buildings but def not in a residential area. I have lived and grew up in Bedford most of my life and have moved down to Windsor back in 2013 with my sisters and I have seen alot of development and growth in Bedford **but "APARTMENT BUILDINGS" were always down at the bottom of the hills** and not built in amongst residential houses...NOT RIGHT

- I have seen a huge change in population and busy since I moved down in Windsor in 2013 and especially **trying to get turned left on "Payzant Drive" onto Wentworth road** it is next to impossible. I can see a very bad accident waiting to happen as you have a **high school, hospital and now great 7 storey big buildings going in. It is time for the town to wake up and install traffic lights coming out of Payzant Drive.**
- Property taxes are very high in Windsor and alot more than HRM. We pay the highest taxes in Windsor in our area on Burgess Crescent and would like to see taxes decreased with these buildings going in behind us. Please explain how the property taxes will work. **Do you expect us to pay for the taxes for the two seven storey apartment buildings????**

**Please provide me with answers to these questions.**

**Kelly**

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June 7, 2022

**From: Steph Sedgwick**

To: Sara Poirier

Dear Sara,

I'm writing in response to the letter received re a public information meeting scheduled for June 9, re a proposed development agreement for two apartment buildings on PIDs 45055167, 45190493, and 45364775.

I would like to share concerns re the potential for further increased traffic volume on an already overburdened exit out of this community. Right now without these multiple-unit apartments, it is already extremely difficult to enter or exit the existing community around the hospital/high school. It is not uncommon to wait for over five minutes to turn left onto Wentworth from the Payzant intersection multiple times during the day. At peak traffic, around 9:30am and especially at 3:30pm with the 20+ school buses and hundreds of cars exiting the neighbourhood, those wait times can be significantly longer.

The additional vehicle traffic that could be expected from expanding this proposed area to multi-unit apartments will significantly add to the traffic load on an already overwhelmed intersection. I'm sure you are already aware that there is no option for emergency vehicles that need to enter or exit the area during those periods – there is literally no space for them to go around or between the stalled traffic, if they needed to get through.

I have not yet seen any proposals for road developments into or out of the Crossing that would alleviate the traffic volume issues at Payzant/Wentworth. And I would like to point out that adding traffic lights at the intersection of Payzant/Wentworth, which to my knowledge has

been mentioned several times over the years, does not impact the traffic volume and would be considered a “bandaid” at best.

I trust that Council already has plans underway for mitigating the existing traffic load in this area, and that any additional residential population increase would be accounted for in a way that will meet the entire community’s needs (including our adjacent neighbourhoods) and not just one specific development. Further, I ask that Council share those plans with the affected residents to alleviate our concerns.

Thanks for your time,

Stephanie Sedgwick  
West Hants Resident

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June 7, 2022

**From: Kathy Sanford**

To: Sara Poirier

Dear Sara,

I’m writing in answer to the letter received about an information meeting scheduled for June 9, about a potential development agreement for two apartment buildings on PIDs 45055167, 45190493, and 45364775.

I would like to share concerns regarding further increased traffic on an already overburdened exit out of this area. It is already extremely difficult to enter or exit the existing community around the hospital/high school. It is not unusual to wait for over five even ten minutes to turn left onto Wentworth from the Payzant intersection multiple times during the day. At peak traffic, around between 8-9:30am between 11:20. 12:20 and especially at 3:20 with the multiple school buses and hundreds of cars exiting the neighbourhood, people coming and going to businesses on the street so those wait times can be significantly longer. Our trips have to be planned out of this street around these times.

The additional vehicle traffic that could be expected from putting apartments on this street will significantly add to the traffic load on an already overwhelmed intersection. I’m sure you are already aware that there is no option for emergency vehicles that need to enter or exit the area during those periods – there is literally no space for them to go around or between the stalled traffic, if they needed to get through.

I have not yet seen any proposals for road developments into or out of the Crossing that would alleviate the traffic volume issues at Payzant/Wentworth. And I would like to point out that adding traffic lights at the intersection of Payzant/Wentworth, which to my knowledge has

been mentioned several times over the years, does not impact the traffic volume and would be considered a “bandaid” at best.

I trust that Council already has plans underway for mitigating the existing traffic load in this area, and that any additional residential population increase would be accounted for in a way that will meet the entire needs of the community and not just one specific development. With all the development going on will already overload the street. If there was ever an emergency here good luck getting out. It would be great to know the plan going forward.

Thank you.  
Kathy Sanford

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June 9, 2022

**From: Suzanne Milner**

To: Sara Poirier

Hi Sara - I watched the live meeting on FB and have a few things I would like to share:

1. No one was monitoring the chat at the live meeting. I was unable to find a Zoom link and just heard about the meeting at 5:30pm on June 9. If you are going to share and ask residents to join a live on FB, someone should have the decency to monitor the chat and respond to the questions posed.
2. When the development was being reviewed, there was mention of a future apartment building development on Pazant Drive. The image was covered over by a pop up menu so I could not see what was being discussed. I would like access to that information.
3. Is the plan for Community Drive to connect to Payzant? If so, what is the municipality's plan to address an already over-taxed roadway? The Payzant community was irresponsibly created with one way in and one way out. How is that going to be addressed with hundreds of more vehicles being added? We need another way in and out AND traffic lights.
4. I LOVE the development - we need places for people to live BUT we need roadway infrastructure AHEAD of the development. Someone mentioned there was a solution in the design phase. Could that possibly be shared with the residents who pay incredible taxes as well as the salaries of municipal staff and elected officials? Why is it a secret?

I would greatly appreciate answers to these questions. No disrespect to you, but the lack of sharing of information is appalling.

Suzanne - Payzant Drive resident

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June 13, 2022

**From: Rita Nadasdi**

To: Sara Poirier

Good morning Sara, thanks again for the Zoom link for last week's meeting. I found it informative. Is there any chance I can have a copy of Chrystal Fuller's power point? And can you tell me what the plan is for the intersection at Payzant/Wentworth? Will there ever be an alternative exit off Payzant through to King?

Rita