



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Alex Dunphy, Planner

Date: October 12, 2023

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

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King Street in Windsor which is substantively the same as the draft set out in Attachment B of the report File #23-19 to the Planning and Heritage Advisory Committee dated October 12, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Edward Edelstein which permits a stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King Street in Windsor be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application was received from Edward Edelstein of Ecogreen Homes on July 7, 2023. The application is to allow a stacked townhouse development, consisting of 18 dwelling units by development agreement.

DISCUSSION

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

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

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

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

Surrounding Context

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

Municipal Planning Strategy Document Review

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

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

Policy 5.4.6 of the WMPS is the second enabling policy to be considered for this application. This policy provides Council with the ability to consider new multiple unit residential development consisting of more than three units by development agreement. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the size and design of the proposed development is compatible with the surrounding existing uses;
- the draft development agreement outlines buffering and landscaping requirements;
- the amount of recreational space provided in the proposal exceeds the amount of recreational space required by the Windsor Land Use By-law;
- King Street is considered an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy; and
- the Development Officer, Public Works Engineering Division, Fire Chief, Manager of Building and Fire Inspection Services, and the Municipal Traffic Authority have no concerns which have not otherwise been addressed in this report.

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

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

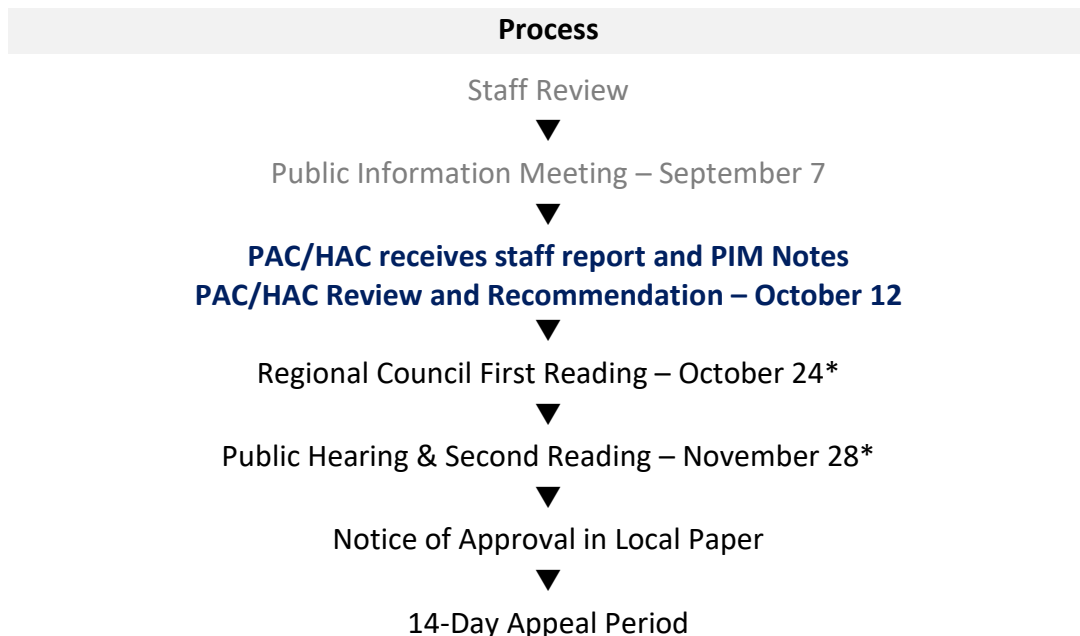
MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

The Municipal Services Specifications Manual will require the developer to provide a stormwater management plan to the Public Works Engineering Division to ensure pre- and post-development flows are neutral or better than before the development. Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

NEXT STEPS

As noted above, the draft development agreement has been considered within the context of both the specific and general policies of the WMPS, and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to consider permitting a stacked townhouse development, consisting of 18 dwelling units on PID 45059755 at 411 King Street in Windsor by development agreement.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

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

ATTACHMENTS

Figure 1	GFLUM Extract
Figure 2	Zoning Map Extract
Figure 3	Environmental Constraints Overlay Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: _____
Alex Dunphy, Planner

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

Figure 1 – GFLUM Extract

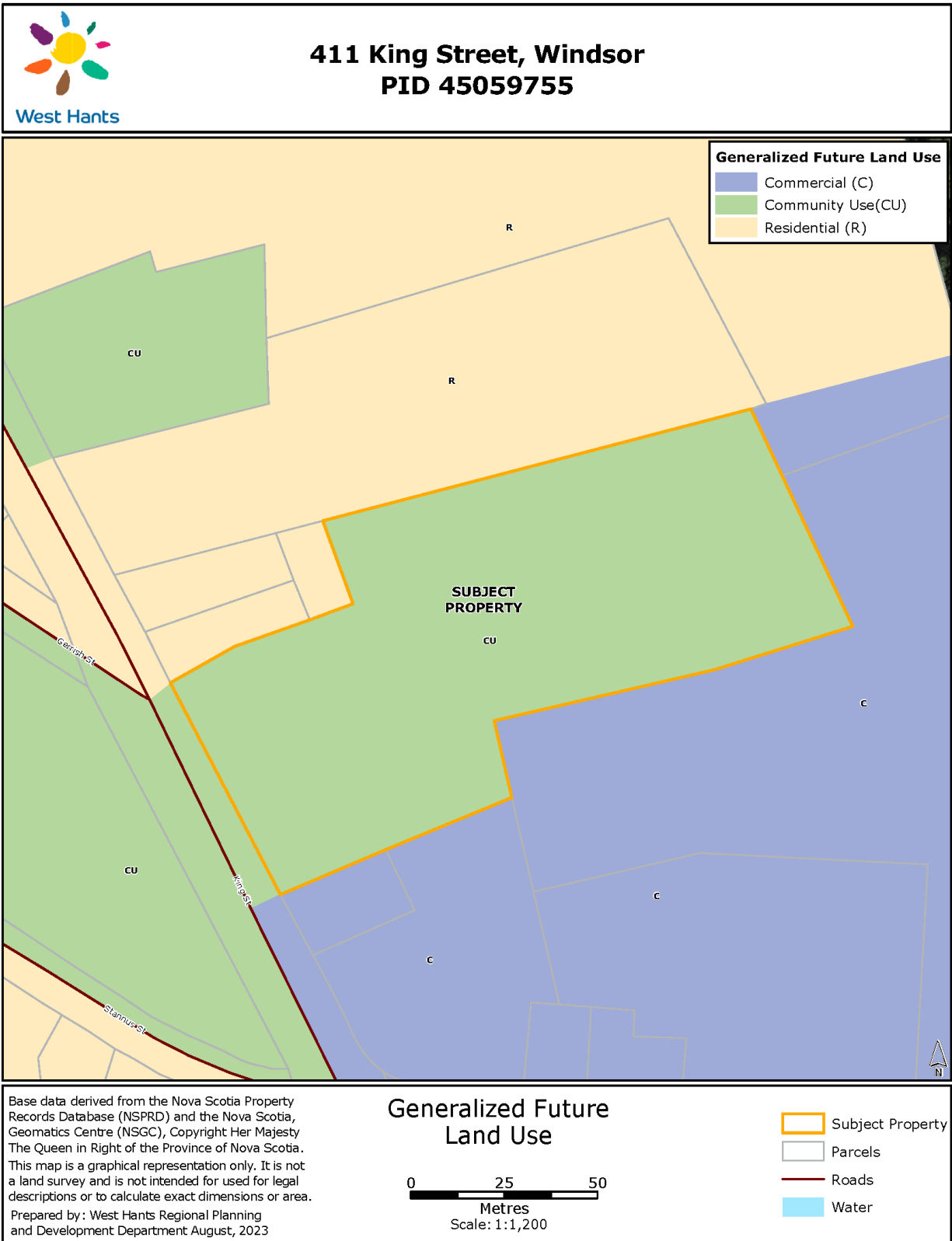


Figure 2 – Zoning Map Extract

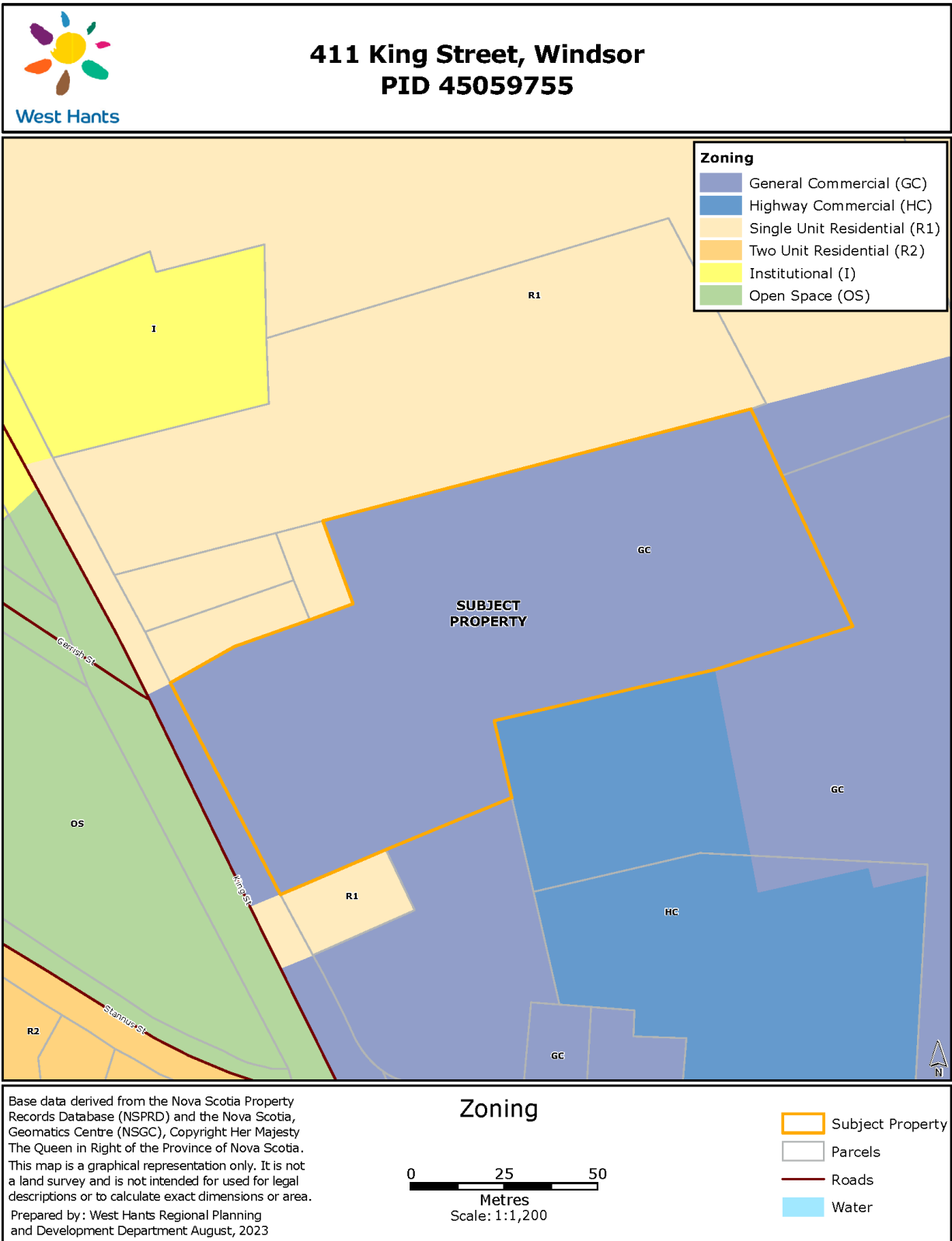
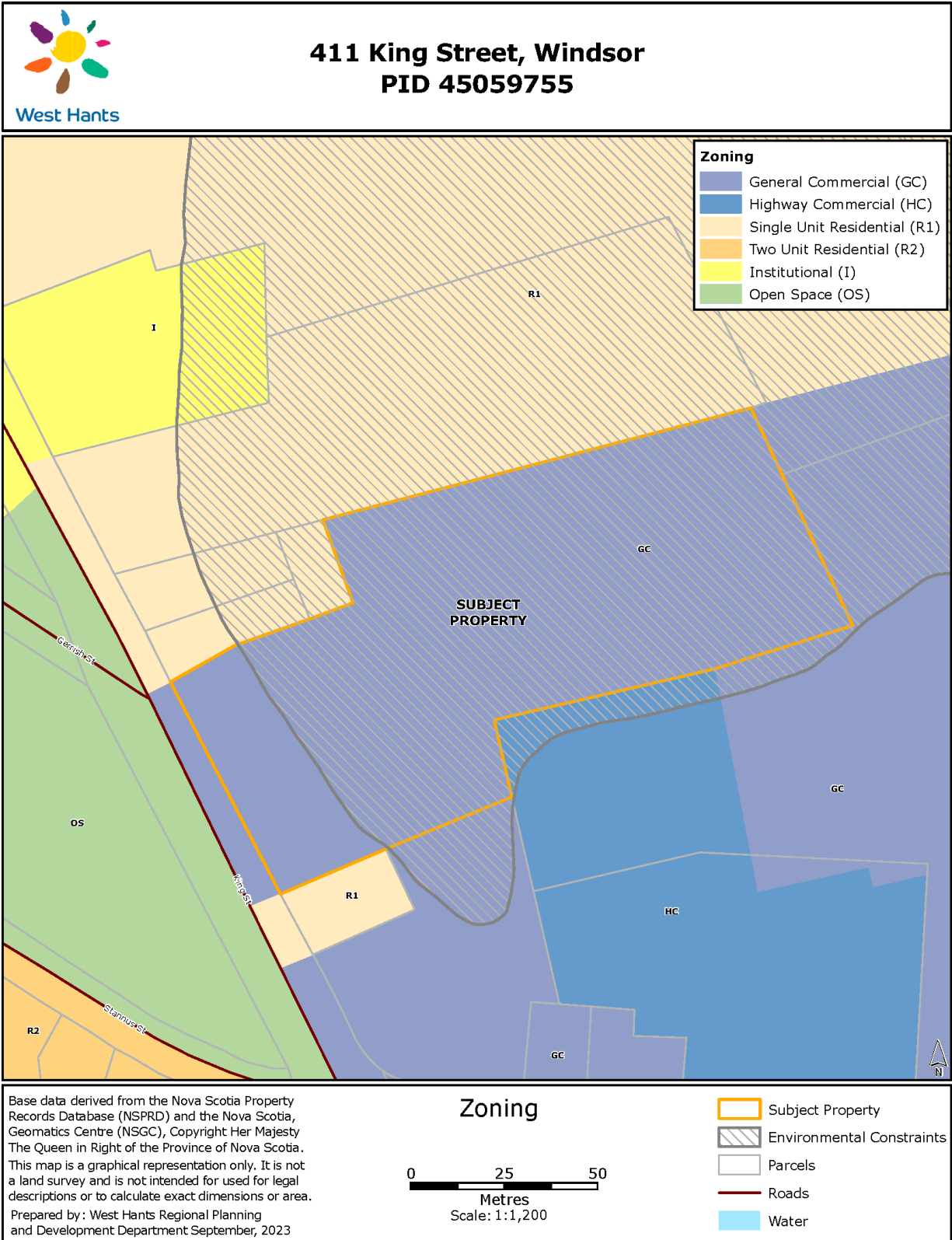


Figure 3 – Environmental Constraints Overlay Extract



Attachment A – Policy Summary for Development Agreement

<p>Policy 16.1.4 <i>It shall be the intention of Council to consider entering into a development agreement for a property immediately adjacent to a given land use designation on the Generalized Future Land Use Map (Map 1) without requiring a Strategy amendment, provided that all policies of the Strategy are satisfied.</i></p>	<p>Multiple properties abutting the subject lot to the north are included in the Residential designation on the GFLUM of the WMPS. This provides the opportunity for Council to consider entering into a development agreement enabled through the Residential designation policies on the subject lot.</p>
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<p>Policy 5.4.6 <i>It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:</i></p>	
<p><i>(a) the proposed use meets one of the following:</i></p>	
<p><i>(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or</i></p>	<p>The development will be generally consistent with the High Density Residential (R-4) zone standards. The required front yard has been reduced to reflect that the proposal will be constructed with the same distance from the front lot line as the existing building on the subject lot. The Development Officer commented that the shape and dimensions of the subject lot were appropriate for the proposed building.</p>
<p><i>(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;</i></p>	<p>N/A</p>

<p><i>(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;</i></p>	<p>The proposal is of a similar size and appearance to the surrounding existing uses. Staff consider this proposal to be compatible with existing uses.</p>
<p><i>(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;</i></p>	<p>The Municipal Traffic Authority commented that they have no concerns regarding traffic generation or density for the proposed development.</p>
<p><i>(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;</i></p>	<p>The draft development agreement outlines the buffering and landscaping requirements for all parking areas of the development.</p>
<p><i>(e) adequate on-site parking is provided and parking areas are well designed;</i></p>	<p>The Development Officer commented that they have no concerns regarding the parking proposed to be provided.</p>
<p><i>(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the development; for conversion of existing buildings, nearby public parks may be deemed sufficient;</i></p>	<p>The amount of recreational space provided in the proposal exceeds the amount of recreational space required by the WLUB. The Development Officer commented that they have no concern regarding the adequacy of on-site recreational space.</p>
<p><i>(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2), if the development consists of 12 or more units;</i></p>	<p>King Street is considered an arterial road on the Transportation Map of the WMPS. This criterion is considered met.</p>
<p><i>(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;</i></p>	<p>Not applicable as the subject lot is not within an Architectural Control District.</p>
<p><i>(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;</i></p>	<p>Not applicable as the existing building will be demolished to permit the proposal.</p>
<p><i>(j) any other matter which may be addressed in a development agreement; and</i></p>	<p>All relevant matters have been addressed in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i></p>	<p>See below.</p>

Policy 16.3.1

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

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

(i) the adequacy of sewer and water services;

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

(ii) the adequacy of school facilities;

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

(iii) the adequacy of fire protection;

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

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

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

<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Traffic Authority has no concerns regarding movement suitability on the subject lot. Sidewalks are provided on King Street and pedestrian access is required to all building entrances in the draft development agreement. There is no active rail line in the vicinity.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal is an extension of the Residential designation immediately abutting the subject lot as a residential development. The Development Officer has no concerns regarding the pattern of development.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;</i></p>	<p>The subject lot is relatively flat. A portion of the subject lot is within the Tregothic Marsh and identified on the Environmental Constraints overlay mapping. However, the portion of the subject lot being used for the townhouses is not included in this area.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment B – Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

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

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

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

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

also within the Dykeland Variance and Environmental Constraints Overlays on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 18 townhouse units on the Property (the “Development”); and

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

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

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

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

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B - Site Layout

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

- (a) Municipal Planning Strategy means the Windsor Municipal Planning Strategy, effective on September 21, 2005, as amended, or successor by-laws;

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

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

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

2.2 Development Location and Design

- (a) The Development location and design shall be consistent with the Site Plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan.
- (c) The stacked townhouse development shall be limited to 18 dwelling units. The Development shall conform to the following site requirements:

Minimum front yard	20 ft. (6.10 m.)
Minimum rear yard	35 ft. (10.67 m.)
Minimum side yard	15 ft. (5.49 m.)
Maximum storeys of main building	3 storeys
Maximum height of main building	40 ft. (10.97 m.)
Maximum height of accessory building	15 ft. (4.57 m.)

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

2.3 Access and Egress

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

2.4 Parking

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

2.5 Recreational Space

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

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

2.6 Buffering

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

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least 2 in. measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft.; or

- (b) a hedge of a variety of coniferous shrubs each of which will reach over 6 ft. in height at maturity; or
- (c) a wall or an opaque fence which is a minimum of 5 ft. in height and of sufficient height to provide a visual buffer to the abutting property; or

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

2.7 Signs and Lighting

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

2.8 Maintenance

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

2.9 Servicing

(a) Waste Collection

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

(b) Water and Sewer Services

- (i) The building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications

Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

2.10 Fire Safety

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

PART 3 CHANGES and DISCHARGE

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

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

3.3 The following matters are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*; and
- (b) the fire safety requirements listed in Section 2.10, *Fire Safety*.

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

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

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

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

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Owner begins Active Construction on the building within this Agreement as permitted by an issued development and building permit.
- (b) Active Construction shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing the Development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

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

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

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

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

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

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

Witness

) Abraham Zebian, Mayor

)

)

) Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

)

) **GEOME PROPERTIES LIMITED**

)

)

Per: _____

Witness

) Edward Edelstein, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

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

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

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

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

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Edward Edelstein, President

Schedule A
Legal Description – PID 45059755

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

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

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

Compliance:

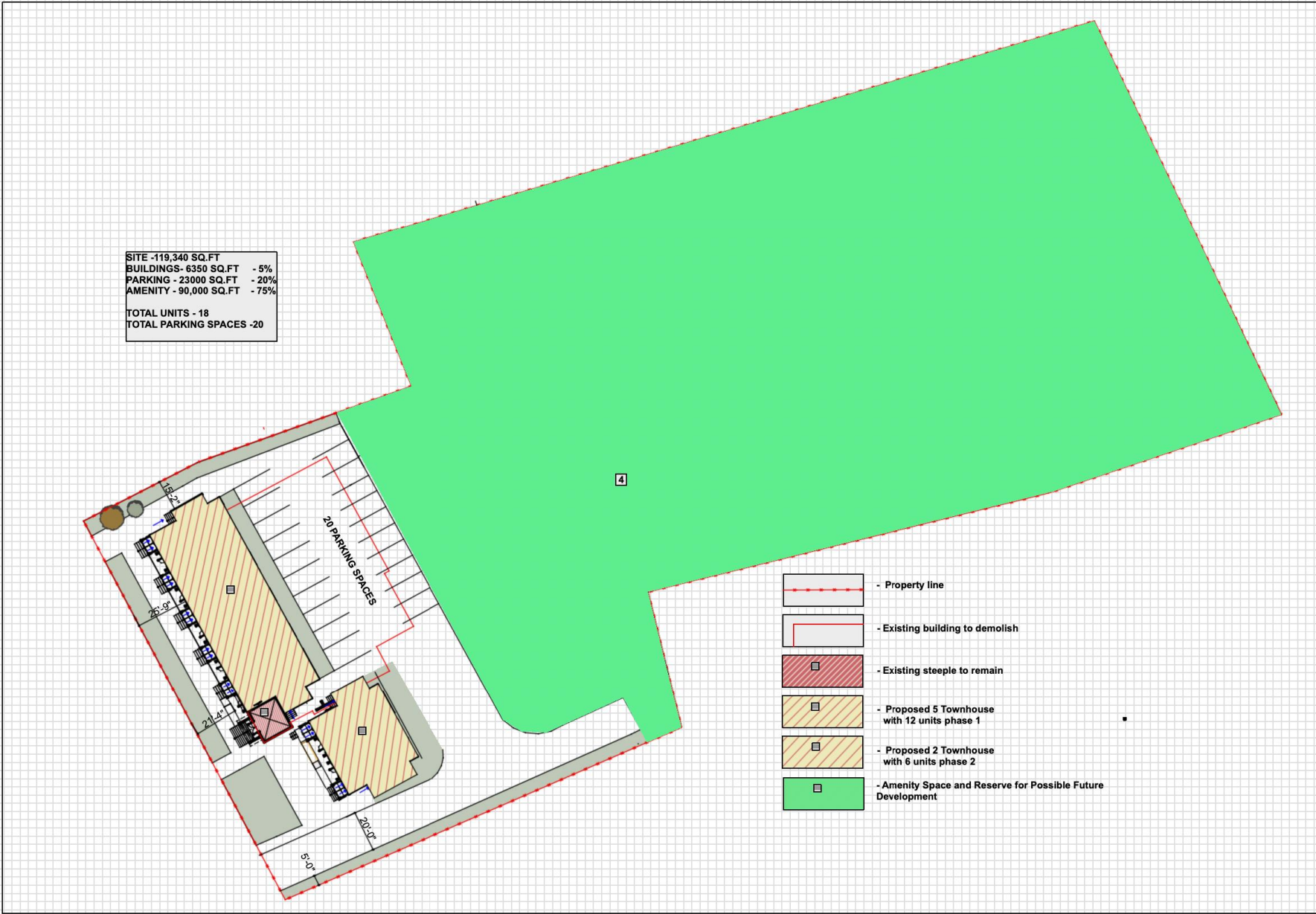
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 1990

Plan or Document Number: 6248

**Schedule B
Site Plan**



Attachment C – Public Information Meeting Notes

September 7 – 21, 2023

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

Meeting date and time	A Public Information Meeting was held on September 7, 2023 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Two (1) Councillors: <ul style="list-style-type: none">• Councillor Francis (Chair)• Councillor Ivey Four (4) members of staff: <ul style="list-style-type: none">• Planner Fredricks• Planner Dunphy• Planning Assistant Lake• Director Poirier Eleven (11) members of the public were present for this meeting.
Applicant Edward Edelstein on behalf of Ecogreen Homes Property 411 King Street, Windsor (PID 45059755)	Planner Dunphy outlined the application to allow a proposed 18-unit stacked townhouse by development agreement. Edward Edelstein provided a presentation on the current and future proposal for the subject lot. Edward also answered questions from the public.
Comments	Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between September 7 and September 21, 2023. No comments were submitted from the public during the comment period. 6 members of the public and the applicant spoke during the Public Information Meeting. Staff and applicant responses are in purple. <ul style="list-style-type: none">• Ian Daniels asked about the opportunity to formalize the path to Sobey's and if there was an opportunity to reduce the parking required in Phase 2. Edward responded that there may be liability issues for a public pathway, that the parking included in the proposal meets the 1:1 parking space to dwelling unit ratio, and that the possibility of a permeable parking lot was being investigated.

- Penny Taylor raised concerns about the marshland on the subject lot and construction on the subject lot related to the church had caused additional water damage in the past. Penny requested upgrades to the sidewalk in front of the subject lot and raised concerns regarding parking on the street and the existing Right-of-Way on the property.
Edward responded that there was only one driveway on the proposal and that the side of the development with the Right-of-Way only had greenspace and a walkway. Edward also discussed an interest in traditional marsh crops, net zero vegetation.
Alex responded that the pre- and post- development flows of stormwater from the subject lot would be required to either be neutral or better than before the development and that the Municipal Public Works Department would look into the possibility of a sidewalk upgrade in the infrastructure plan.
- Ian Daniels asked another question about the infrastructure cost to the Municipality.
Alex responded that the current process is only for Phase 1 of the proposal and that the Public Works Department did not have any initial concerns regarding municipal services for Phase 1 of the proposal.
- Colin Taylor provided some historic context for the area including that hay was grown on the marsh, that the property has become more saturated over time, that the church basement used to flood, and a pond was dug to remedy the increased waterflow. The resident asked what would happen to the water runoff from the lot and if there would be heat pump used for the development.
Edward responded that the drainage pipes running from the church would be removed when the building is demolished and runoff would be sorted out in the stormwater management plan. Edward also responded that the development would likely use a centralized heating/cooling system.
- Keith Aucoin was supportive for the development being environmentally sensitive. Keith asked about the timeline for Phase 2 and if Phase 1 would be able to financially sustain itself. Keith raised concerns with the sanitary and storm infrastructure not being separated, adding more people to the system, traffic issues, and the marsh.

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