



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: _____
Mark Fredericks, Senior Planner

Date: April 23, 2024

Subject: Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to approve the Development Agreement following the Public Hearing, the following motions would be in order:

... that Council gives Second Reading and approves the development agreement to permit a paintball facility on PID 45180635 on Highway 215 in Summerville, in a manner substantively the same as the draft set out in Appendix A of the report to Council regarding File # 23-07B dated April 23, 2024”

...that Council requires that the development agreement with Marlene Hill be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A complete application was received on March 21, 2023, from Patrick Hill. Initially this application came with a letter of authorization from Marlene Hill, who was not the landowner at the time, but through a recent probate court decision in February of 2024, Marlene Hill is

now the owner of the land and has appropriate authority to authorize Patrick Hill to apply for a development agreement to be entered into with the Municipality.

The planning application was needed to establish a paintball facility on PID 45180635 on Highway 215 in Summerville.

DISCUSSION

A Public Information Meeting was held on June 6, 2023. Several public comments were received at the meeting and during the public comment period that followed. The concerns related to the proximity of the proposed paintball facility to the adjacent cemetery and questions about enforcement, environmental impact of the paintballs, fencing, buffering, parking, and support for bringing an outdoor activity to the community. Many of these issues were able to be addressed in the development agreement by using large setbacks and buffering requirements as well as a *development area* that constrains the paintball activity to a specific portion of the property.

On February 14, 2024, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix B). The Committee briefly discussed the buffering requirements and planting densities, start/stop sounds, and confirmed that the development agreement does require netting for playing courses. The PAC/HAC recommended in favour of the application at this meeting.

On March 26, 2024, staff presented the PAC/HAC recommendation to Council for First Reading. Council's discussion included questions about the buffer, funeral frequency at the adjacent cemetery and the range of paintballs. Council recommended in favour of moving the application onto Public Hearing with the following amendments to the development agreement:

- to include property boundary signage (Section 2.11); and
- to include '*and growing*' after maintained into the language regarding the vegetative buffer (Section 2.7).

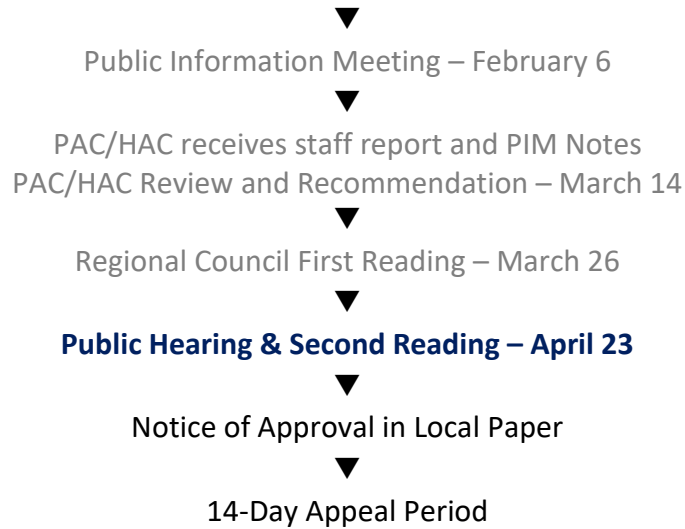
These changes have been made in the Development Agreement and are shown in **red text** in Appendix A.

NEXT STEPS

The process for this application is as follows:

Process

Staff Review



*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, Council may decide to:

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

APPENDIX

Appendix A	Revised Draft Development Agreement
Appendix B	2024-03-26 First Reading Report - Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07A

CHIEF ADMINISTRATIVE OFFICER REVIEW

Pending the review of Council and comments made at the Public Hearing I support the recommendation.

Report Prepared by: _____
Mark Fredericks, Senior Planner

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A – Revised Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2024.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

MARLENE BONITA HILL, of Summerville, West Hants, Province of Nova Scotia.
(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Highway 215, Summerville (PID 45180635) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Resource on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”), and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit a Paintball Facility on the Property (the “Development”); and

WHEREAS Policy 9.7.1 of the Municipal Planning Strategy and Section 6.1 (v) of the Land Use By-law enable Council to consider entering into a development agreement to allow a Recreation Commercial use within the General Resource (GR) zone; and

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

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

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

- (a) *“Paintball Facility”* means a recreation commercial use open to the public and operated for profit by private individuals. The facility may include more than one paintball course, and various stations for rental equipment, storage, player rest areas and spectator viewing areas. The paintball courses are intended to host a game that simulates military combat with players on one team trying to eliminate players on an opposing team by shooting capsules of paint at them.
- (b) *“Development Area”* means the portion of the property illustrated on Schedule B to this Agreement.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of West Hants, approved on June 26, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) a Paintball Facility.

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

2.2 Development Location and Design

- (a) The Development shall be arranged within the *Development Area* as shown on the Site Plan in Schedule B.
- (b) The Owner shall design the Development to minimize impact on nearby existing uses with vegetation and large setbacks as described in this Agreement.
- (c) The Owner shall recognize the nearby Loyal Hill Cemetery and make reasonable efforts to pause or delay activity during funerals or other events in the cemetery.

2.3 Site Requirements

- (a) Any temporary or permanent structures, parking areas and playing courses shall conform to the following requirements, and be located within the *Development Area* shown on the Site Plan:

Minimum Front Yard	100 feet (30.5m)
Minimum Rear Yard	100 feet (30.5m)
Minimum Side Yard	100 feet (30.5m)
Maximum Building Height	35 feet (10.6m)
Maximum Height of Accessory Building	25 feet (7.6m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (c) The Owner shall keep all undeveloped areas of the Property landscaped or forested.

2.4 Access and Egress

The main access/egress to the lot shall be directly from Highway 215. The driveway shall be approved by the Nova Scotia Department of Public Works prior to the Paintball Facility opening to the public. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.5 Parking

- (a) The Owner shall provide a minimum of twenty (20) parking spaces on the Property.
- (b) No on-street parking shall be permitted.
- (c) Each parking space shall be a minimum of 10 feet by 20 feet (3m by 6m)
- (d) Parking shall be located within the *Development Area* as shown on the Site Plan in Schedule B.

- (e) The number of parking spaces may be varied by the Development Officer in accordance with section 2.13 of this Agreement.

2.7 Vegetated Buffers, Netting and Fencing

- (a) The Owner shall enclose all paintball course areas with safety netting that is appropriately sized to capture any stray paint capsules.
- (b) If a paintball course is developed within the open field portion of the *Development Area* shown on the Site Plan, then the Owner shall also provide a wide vegetated buffer along any property line that abuts the Loyal Hill Cemetery.
- (c) If all paintball courses are developed entirely within the wooded portion of the *Development Area* shown on the Site Plan, then the Owner does not need to provide a wide vegetated buffer.
- (d) If required, wide vegetated buffers shall be a minimum of 20 ft. (6 m.) wide and include:
 - (i) A mixture of local deciduous and coniferous trees, shrubs, and berms to form a dense or opaque screen, and **are maintained and growing** for as long as the paintball facility is active.
 - (ii) The tree species within the vegetated buffer shall include predominately White Spruce. Secondary tree varieties may include Grey Birch, Red Pine, and White Pine. Other local tree species may also be included.
 - (iii) At the time of planting, each tree shall have a minimum height of 4 ft. and each shrub shall have a minimum height of 1.5 ft.
 - (iv) Additional plantings may include Ninebark, Rosa Rugosa, Lilacs, Boxwoods or other local species.

2.9 Servicing

(a) Waste Collection

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

The Owner shall provide water and sewer services to the property in a manner that is compliant with the provincial authority.

(c) Snow Plowing

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

2.10 Maintenance

- (a) The Owner shall keep the Property and facilities 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.

2.11 Signs and Lighting

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

The property owner shall install signage to indicate the extent of the property boundary's side lot lines. These indicators are required in the front corners of the property where it meets Highway 215.

2.12 Hours of Operation

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

2.13 Variance

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

- (i) number of parking spaces required; and
- (ii) height and area of a sign.

2.14 Subdivision

No alterations to the lot configuration, within the *Development Area* shown on the Site Plan are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

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.

3.3 The following matters are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
- (b) increase in size of the paintball facility beyond the boundaries of the *Development Area* as shown on the site plan.

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 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

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, 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 Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

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

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to **Marlene Hill, and Patrick Hill, 4850 Highway 215, Summerville NS B0N 2A0** or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

_____ Per: _____

Witness) Abraham Zebian, Mayor

)

_____) Per: _____

Witness) Deanna Snair, Municipal Clerk

)

)

)

) **Marlene Hill**

)

)

Per: _____

Witness

) Property Owner

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

I, Marlene Hill, the “Deponent”, make oath and swear that:

1. **I acknowledge that I executed the foregoing instrument on the date of this affidavit; this acknowledgement 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 s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. I am nineteen years of age or older and am a resident of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit “spouse” means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. I am not a spouse and, with respect to the within property, I have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, nor any former spouse with rights in the within property under the *Matrimonial Property Act*, as amended.

I certify that on this _____, 2024
the Deponent 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

MARLENE HILL

Schedule A
Legal Description
Taken from Property Online June 2023

[Deed.pdf](#)

Schedule B
Site Plan

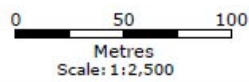






Highway 215, Summerville
PID 45180635



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for use for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department June 2023

Proposed Development Area
Site Map



-  Proposed Development Area
-  PID 45180635
-  Parcels
-  Roads

**Appendix B - 2024-03-26 First Reading Report - Development Agreement: PID 45180635, Hwy
215, Summerville; File #23-07A**



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Mark Fredericks, Senior Planner

Date: March 26, 2024

Subject: Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07A

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to proceed to Public Hearing and Second Reading, the following motions would be in order:

... that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to permit a paintball facility on PID 45180635 on Highway 215 in Summerville, in a manner substantively the same as the draft set out in Attachment B of the report to the Planning and Heritage Advisory Committee regarding File # 23-07 dated March 14, 2024.

...that Council requires that the development agreement with Marlene Hill 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 complete application was received on March 21, 2023, from Patrick Hill. Initially this application came with a letter of authorization from Marlene Hill, who was not the landowner at the time, but through a recent probate court decision in February of 2024, Marlene Hill is now the owner of the land and has appropriate authority to authorize Patrick Hill to apply for a development agreement to be entered into with the Municipality.

The planning application was needed to establish a paintball facility on PID 45180635 on Highway 215 in Summerville. This type of use can be considered by Council through a development agreement, as paintball facilities are not a listed permitted use (as-of-right) in the underlying zone.

A Public Information Meeting was held on June 6, 2023. Several public comments were received at the meeting and during the public comment period that followed. The concerns related to the proximity of the proposed paintball facility to the adjacent cemetery and questions about enforcement, environmental impact of the paintballs, fencing, buffering, parking, and support for bringing an outdoor activity to the community. Many of these issues were able to be addressed in the development agreement by using large setbacks and buffering requirements as well as a development area that constrains the paintball activity to a specific portion of the property.

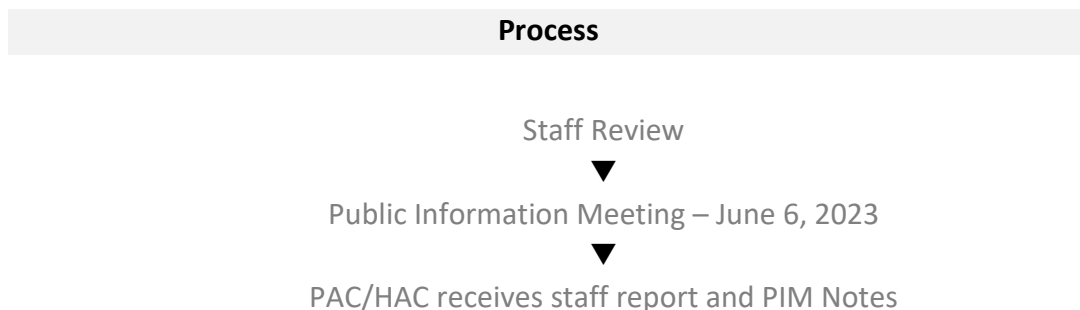
A significant delay occurred between the Public Information Meeting and bringing the application to the Planning and Heritage Advisory Committee (PAC/HAC). The delay was caused by the legal requirement in establishing the family ownership as a Will needed to be processed through the Probate Court to recognize Marlene Hill as the owner of the land.

On February 14, 2024, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee briefly discussed the buffering requirements and planting densities, start/stop sounds, and confirming that the development agreement does require netting for playing courses.

The PAC/HAC recommended in favour of the application at this meeting.

NEXT STEPS

The process for this application is as follows.



PAC/HAC Review and Recommendation – March 14, 2024



Regional Council First Reading – March 26, 2024



Public Hearing & Second Reading – April 23, 2024*



Notice of Approval in Local Paper



14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to this application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the development agreement; or
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A 2024-03-14 Staff Report – Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation and the application proceed through to the Public Hearing stage. This will allow for an up-to-date presentation of all information pertaining to the application for both Council and residents. Further, it will allow for a thorough review of that information at second reading when Council is asked to make a final decision on this matter.

Report Prepared by: _____
Mark Fredericks, Senior Planner

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

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

**Appendix A – 2024-03-14 Staff Report - Development Agreement: PID 45180635, Hwy 215,
Summerville; File #23-07**



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: _____
Mark Fredericks, Senior Planner

Date: March 14, 2024

Subject: Development Agreement: PID 45180635, Hwy 215, Summerville; File #23-07

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 motions:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a paintball facility on PID 45180635 on Highway 215 in Summerville, in a manner substantively the same as the draft set out in Attachment B of the report to the Planning and Heritage Advisory Committee regarding File # 23-07 dated March 14, 2024.

...that PAC/HAC recommends that Council require that the development agreement with Marlene Hill 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

A complete application was received on March 21, 2023, from Patrick Hill. Initially this application came with a letter of authorization from Marlene Hill, who was not the landowner at the time, but through a recent probate court decision in February of 2024, Marlene Hill is now the owner of the land and has appropriate authority to authorize Patrick Hill to apply for a development agreement to be entered into with the Municipality.

The planning application was needed to establish a paintball facility on PID 45180635 Highway 215, Summerville. This type of use can be considered by Council through a development agreement, as paintball facilities are not a listed permitted use (as-of-right) in the underlying zone.

DISCUSSION

PID 45180635 is approximately 400 acres (1,618,744 sq. m.) in size. The applicant intends on using a small portion of the property for the proposed paintball facility. This portion is near the front of the property where a field and forest can provide varied terrain for two versions of the sport.

- 'Speed Ball' being played in an enclosed field, with placed obstacles.
- 'Woods Ball' being played in a forested area with vegetation and terrain as obstacles.

The property is located within the Resource Designation on the Generalized Future Land Use Map (Figure 1) of the West Hants Municipal Planning Strategy (WHMPS) and zoned General Resource (GR) on the Zoning Map (Figure 2) of the West Hants Land Use By-law (WHLUB).

The General Resource (GR) zone permits a wide range of land uses as-of-right, including automotive and forestry uses, churches and restaurants, retail stores and residential uses. These uses could introduce traffic, noise, or other impacts on the surrounding community without requiring a development agreement.

Surrounding Context

The subject property is adjacent to the Loyal Hill Cemetery, in a rural area, just outside of the Hamlet of Summerville. The property includes a cleared field and forested areas. The properties to the south are generally located within the Summerville Hamlet and are zoned Rural Residential (R-4) and Rural Commercial (RC). The subject lot is well separated from the Hamlet of Summerville with approximately 400 feet of wooded area to the nearest dwelling. The subject property also has an increased elevation and a large, forested area that surrounds much of the proposed paintball facility.

Most of the properties outside of the Summerville Hamlet are zoned General Resource (GR) except for the Loyal Hill Cemetery, which is zoned Open Space (OS). The surrounding General Resource (GR) zone includes rural residential uses and an equestrian facility and riding ring across the street from the subject property.

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 Bylaw and the Municipal Planning Strategy (MPS) and 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 MPS, Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

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

The draft development agreement in Attachment B enables the paintball facility with the following requirements, as a summary:

- Parking – a minimum of 20 parking spaces to be provided. No on-street parking permitted.
- Size – parking, playing courses etc. must be contained within the *development area*.
- Setbacks – all activity must be setback a minimum of 100 ft. (30.5 m.) from all property lines.
- Buffers – vegetated buffer in the yard abutting the cemetery if any playing course is in the field. The buffering requirement would not apply if playing courses are fully located within the wooded area.
- Hours of operation – limits commercial play to occur between 9am – 9pm.
- Recognition of the abutting cemetery

Section 3.3 of the draft development agreement outlines substantive matters of the development agreement. Substantive matters are any items that Council has determined that 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 before Council 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:

- Any change in the permitted uses list; and
- Any increase in the size of the facility, beyond the *development area*.

Document Review

WHLUB

New Recreation Commercial uses, including paintball facilities can be considered in any designation except the Village Core designation by development agreement. This type of development agreement is listed in Section 6.1 of the WHLUB.

WHLUB 6.1 Development Agreements

The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:

...

(y) Recreation Commercial uses in any designation, except the Village Core, in accordance with Policy 13.3.2 of the Municipal Planning Strategy;

WHMPS

Part 9.0 of the WHMPS contains the overall intention for properties within the Resource designation and Section 9.1 describes the intention for areas zoned General Resource (GR). These areas are not considered prime agricultural land but are intended to encourage the utilization of natural resources and provide for a range of rural land uses. In addition to resource-based uses, other land uses can be considered by development agreement. Certain uses like a paintball facility may benefit from a rural location as large lot sizes and wooded areas can often provide separation from existing uses.

Specific Criteria

Policy 9.1.7 is the enabling policy to be considered for this application. This policy provides Council with the ability to consider new Recreation Commercial uses in the General Resource Zone, by development agreement. The full list of criteria is included in Attachment A. In summary, the criteria are met since:

- The use will not adversely affect existing resource uses in the area; and
- The use is well suited for a rural location and is not more appropriately located in a Growth Center, Village or Hamlet.

In addition to the criteria outlined in this policy, Council must also consider the criteria from Policies 13.3.2 and 13.3.3. Policy 13.3.3 does not apply to this situation and is intended only for off-highway vehicle courses or similar uses.

Policy 13.3.2 provides Council with the specific criteria to consider new Recreation Commercial uses through a development agreement. In summary, the criteria are met since:

- The use is a recreation facility open to the public;
- The use does not include frequent use of motor vehicles like a racetrack or motocross course;
- The lot dimensions and structures are appropriately sized;
- The property can accommodate a safe roadway access as determined by the Nova Scotia Department of Public Works;
- Adequate parking is to be provided on-site;
- 100-foot setbacks and buffering requirements, ensure that neighbouring uses will not be adversely affected by excessive noise, littering, lighting or other visual intrusion;

- Adequate landscaping and buffering requirements are included in the draft development agreement.

WHMPS General Criteria

Policy 16.3.1 establishes the general criteria that must be considered for all development agreement applications. 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, Municipal Public Works Engineering Division, and Nova Scotia Department of Public Works have no concerns which have not been addressed in this report.

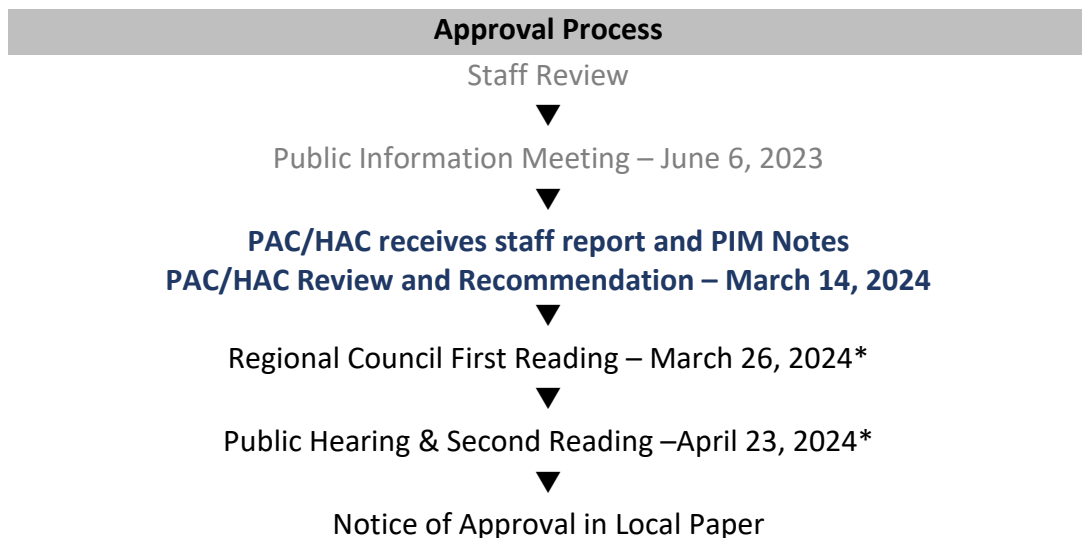
MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding and Coastal Flooding maps do not show any risks of either inland or coastal flooding on the subject lot. The subject lot also has a low risk shown on the Seawater Intrusion Vulnerability map.

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

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives and policies of the WHMPS. The development agreement meets the specific and general criteria. As a result, it is reasonable to permit a development agreement for the proposed paintball facility.





14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to 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; or
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

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

Report Prepared by: _____
Mark Fredericks, Senior Planner

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

Figure 1 – West Hants GFLUM Extract

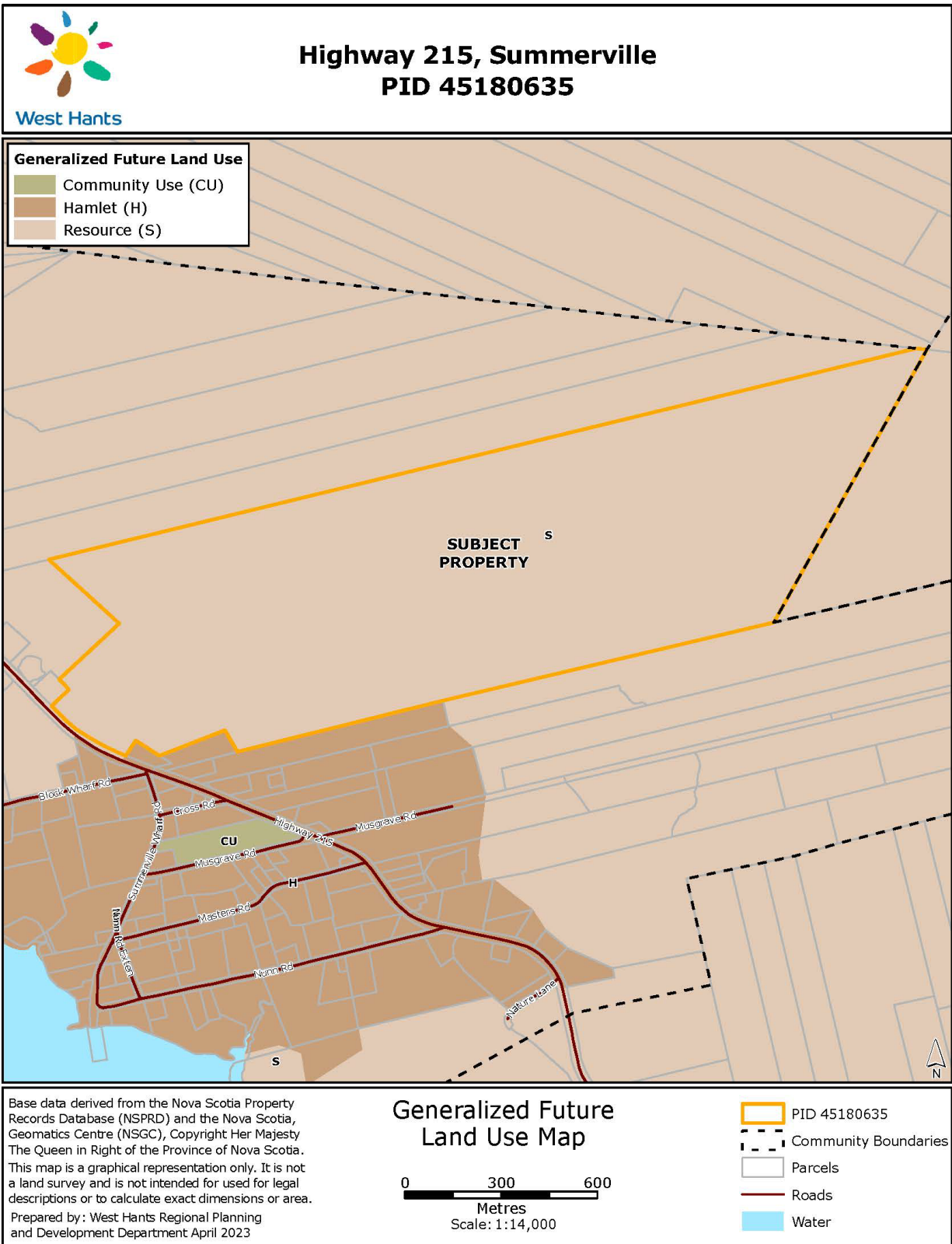
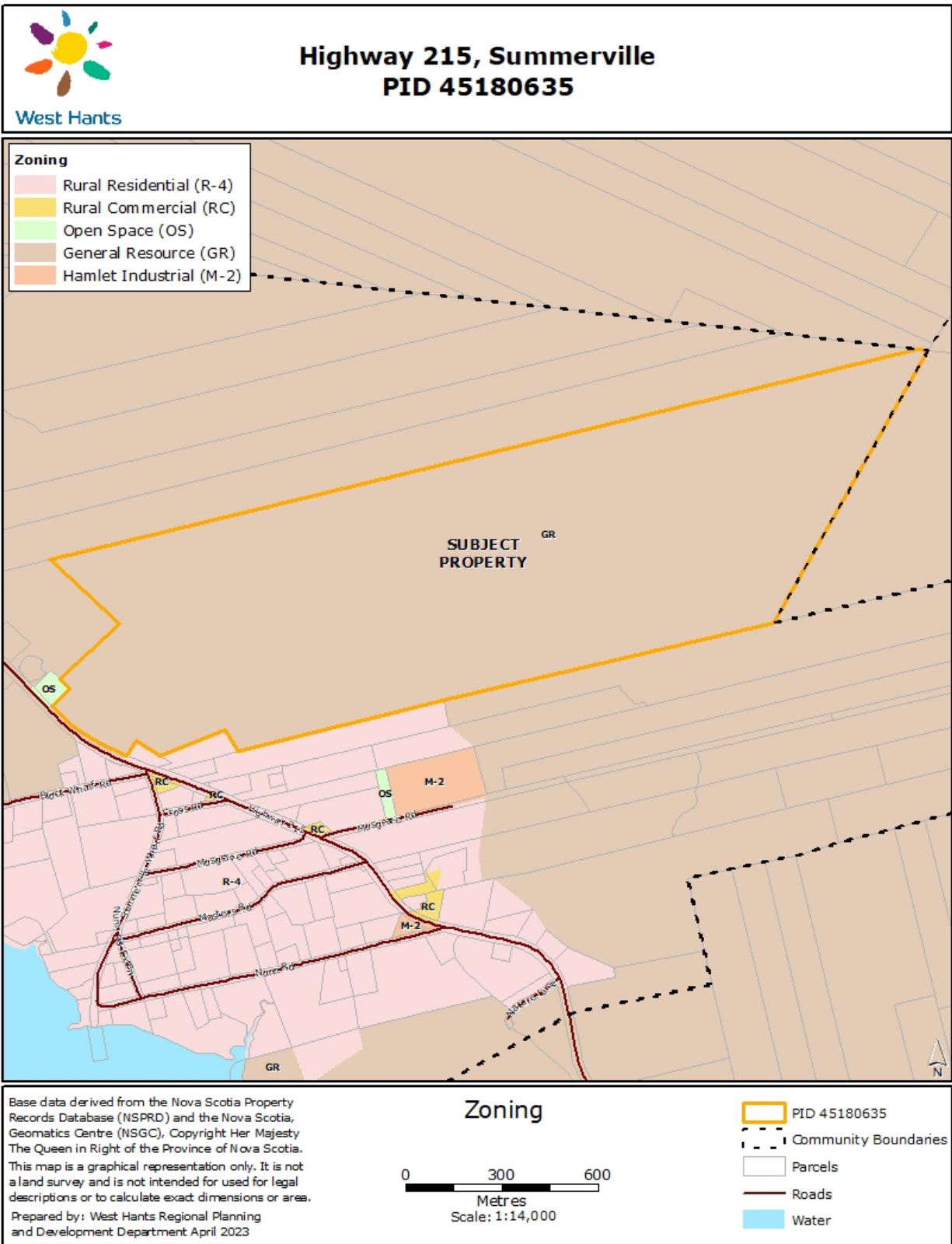


Figure 2 – West Hants Zoning Map Extract



Attachment A

Policy Summary for Development Agreements

West Hants Municipal Planning Strategy

Policy 9.1.7 It shall be the policy of Council that new Recreation Commercial uses may be considered in the General Resource (GR) zone by development agreement subject to Policies 13.3.2 and 13.3.3, provided:

CRITERIA	COMMENT
<i>(a) the use will not adversely affect existing resource uses in the area; and</i>	The proposed Paintball Facility is not expected to affect any existing resource uses in the area. With the use of 100-foot setbacks and buffering requirements, the impact on existing uses is expected to be minimal. The development area is located within the boundaries of a very large (400 acres) mostly wooded property. This provides separation from existing uses.
<i>(b) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet.</i>	The proposed Paintball Facility would not be better suited within a Growth Centre, Village or Hamlet. The proposed location, on the outer edge of the Hamlet of Summerville provides a large wooded property with more natural buffering and separation from existing uses.

Policy 13.3.2 It shall be the policy of Council to consider the establishment of new Recreation Commercial uses by development agreement in any designation except the Village Core subject to the following criteria:

CRITERIA	COMMENT
<i>(a) the proposed use is a campground, golf course, driving range or other commercial entertainment or recreation facility which is open to the public and privately owned;</i>	The proposed Paintball Facility is a recreation facility that will be open to the public and privately owned.
<i>(b) the use shall not include race tracks, motocross courses or other establishments which require</i>	The proposal does not include a race track, motocross course, or other frequent use of motor vehicles.

<i>the continued or frequent use of motor vehicles;</i>	
<i>(c) the lot dimensions and any structures are adequate for the use at proposed capacity;</i>	The property is 400 acres in size and the development area is intended to accommodate the structures and activity within a confined area.
<i>(d) safe and efficient roadway access is provided;</i>	The Nova Scotia Department of Public Works has no concerns regarding the road network and recommended a driveway location toward the southeast corner of the lot.
<i>(e) adequate on site parking is provided;</i>	A minimum number of on-site parking spaces is required in the draft development agreement.
<i>(f) if the proposed development is located in a Growth Centre, the property has adequate frontage on an arterial or collector road;</i>	Not applicable as the property is not located in a Growth Centre.
<i>(g) neighbouring uses will not be adversely affected as a result of traffic generation, visual intrusion, hours of operation, noise, lighting, littering, dust or other impacts;</i>	With the use of 100-foot setbacks and buffering requirements, the impact on existing uses is expected to be minimal.
<i>(h) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	The use of 100-foot setbacks and buffering requirements are included in the development agreement.
<i>(i) any other matter which may be addressed by development agreement; and</i>	No additional requirements considered.
<i>(j) Policy 16.3.1.</i>	See below

Policy 13.3.3 Notwithstanding clause (b) of Policy 13.3.2, Council may consider permitting off highway vehicle courses as Recreation Commercial uses by development agreement subject to the criteria of Policy 13.3.2 (excluding clauses (b) and (f)) and the following:

This policy is not applicable as the proposed Paintball Facility does not include any use of off highway vehicles or courses.

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

<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Municipal Public Works Engineering Division confirmed that no central sewer or water services are available at this location. The development agreement requires compliance with the Provincial authority regarding on-site water/sewer facilities.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the proposal does not include any residential units.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection for the proposed uses. The local Fire Chief has stated that there is adequate fire protection for the proposed use and had no concerns.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Nova Scotia Department of Public Works has no concerns regarding the road networks adjacent or leading to the development.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water</i>	No central sewer or water services are available at this location. The

<p><i>supply and either central sewer or an approved on-site sewage disposal system;</i></p>	<p>development agreement requires compliance with the Provincial authority regarding on-site water/sewer facilities.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Nova Scotia Department of Public Works has no concerns regarding movement suitability on the subject lot. There are no sidewalks leading to the site, however it is not anticipated that many people will walk to the Paintball Facility. There is no active rail transportation in the vicinity.</p>
<p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that the subject lot is suitable for this proposal.</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>The Development Officer has no concerns regarding the pattern of development.</p>
<p><i>(f) 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 portion of the subject lot where the development area is located is relatively flat. There are no known water courses or wetlands on the property. No concerns were recorded during the site visit and the MCCAP report does not show any potential for inland or coastal flooding or saltwater intrusion.</p>
<p><i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment B – Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2024.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and –

MARLENE BONITA HILL, of Summerville, West Hants, Province of Nova Scotia.
(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Highway 215, Summerville (PID 45180635) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Resource on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”), and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit a Paintball Facility on the Property (the “Development”); and

WHEREAS Policy 9.7.1 of the Municipal Planning Strategy and Section 6.1 (v) of the Land Use By-law enable Council to consider entering into a development agreement to allow a Recreation Commercial use within the General Resource (GR) zone; and

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

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

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

- (a) *“Paintball Facility”* means a recreation commercial use open to the public and operated for profit by private individuals. The facility may include more than one paintball course, and various stations for rental equipment, storage, player rest areas and spectator viewing areas. The paintball courses are intended to host a game that simulates military combat with players on one team trying to eliminate players on an opposing team by shooting capsules of paint at them.
- (b) *“Development Area”* means the portion of the property illustrated on Schedule B to this Agreement.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of West Hants, approved on June 26, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) a Paintball Facility.

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

2.2 Development Location and Design

- (a) The Development shall be arranged within the *Development Area* as shown on the Site Plan in Schedule B.
- (b) The Owner shall design the Development to minimize impact on nearby existing uses with vegetation and large setbacks as described in this Agreement.
- (c) The Owner shall recognize the nearby Loyal Hill Cemetery and make reasonable efforts to pause or delay activity during funerals or other events in the cemetery.

2.3 Site Requirements

- (a) Any temporary or permanent structures, parking areas and playing courses shall conform to the following requirements, and be located within the *Development Area* shown on the Site Plan:

Minimum Front Yard	100 feet (30.5m)
Minimum Rear Yard	100 feet (30.5m)
Minimum Side Yard	100 feet (30.5m)
Maximum Building Height	35 feet (10.6m)
Maximum Height of Accessory Building	25 feet (7.6m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (c) The Owner shall keep all undeveloped areas of the Property landscaped or forested.

2.4 Access and Egress

The main access/egress to the lot shall be directly from Highway 215. The driveway shall be approved by the Nova Scotia Department of Public Works prior to the Paintball Facility opening to the public. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.5 Parking

- (a) The Owner shall provide a minimum of twenty (20) parking spaces on the Property.
- (b) No on-street parking shall be permitted.
- (c) Each parking space shall be a minimum of 10 feet by 20 feet (3m by 6m)
- (d) Parking shall be located within the *Development Area* as shown on the Site Plan in Schedule B.
- (e) The number of parking spaces may be varied by the Development Officer in accordance with section 2.13 of this Agreement.

2.7 Vegetated Buffers, Netting and Fencing

- (a) The Owner shall enclose all paintball course areas with safety netting that is appropriately sized to capture any stray paint capsules.
- (b) If a paintball course is developed within the open field portion of the *Development Area* shown on the Site Plan, then the Owner shall also provide a wide vegetated buffer along any property line that abuts the Loyal Hill Cemetery.
- (c) If all paintball courses are developed entirely within the wooded portion of the *Development Area* shown on the Site Plan, then the Owner does not need to provide a wide vegetated buffer.
- (d) If required, wide vegetated buffers shall be a minimum of 20 ft. (6 m.) wide and include:
 - (i) A mixture of local deciduous and coniferous trees, shrubs, and berms to form a dense or opaque screen, and maintained for as long as the paintball facility is active.
 - (ii) The tree species within the vegetated buffer shall include predominately White Spruce. Secondary tree varieties may include Grey Birch, Red Pine, and White Pine. Other local tree species may also be included.
 - (iii) At the time of planting, each tree shall have a minimum height of 4 ft. and each shrub shall have a minimum height of 1.5 ft.
 - (iv) Additional plantings may include Ninebark, Rosa Rugosa, Lilacs, Boxwoods or other local species.

2.9 Servicing

(a) Waste Collection

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

The Owner shall provide water and sewer services to the property in a manner that is compliant with the provincial authority.

(c) Snow Plowing

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

2.10 Maintenance

- (a) The Owner shall keep the Property and facilities 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.

2.11 Signs and Lighting

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

2.12 Hours of Operation

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

2.13 Variance

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

- (i) number of parking spaces required; and
- (ii) height and area of a sign.

2.14 Subdivision

No alterations to the lot configuration, within the *Development Area* shown on the Site Plan are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

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.
- 3.3** The following matters are substantive matters:
- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
 - (b) increase in size of the paintball facility beyond the boundaries of the *Development Area* as shown on the site plan.
- 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 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

- (a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, 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 Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

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

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

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

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to **Marlene Hill, and Patrick Hill, 4850 Highway 215, Summerville NS B0N 2A0** or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

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

)
)
)

_____ Per: _____

Witness) Abraham Zebian, Mayor

)

_____) Per: _____

Witness) Deanna Snair, Municipal Clerk

)

)

)

) **Marlene Hill**

)

)

Per: _____

Witness

) Property Owner

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

I, Marlene Hill, the “Deponent”, make oath and swear that:

1. **I acknowledge that I executed the foregoing instrument on the date of this affidavit; this acknowledgement 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 s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. I am nineteen years of age or older and am a resident of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit “spouse” means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. I am not a spouse and, with respect to the within property, I have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, nor any former spouse with rights in the within property under the *Matrimonial Property Act*, as amended.

I certify that on this _____, 2024
the Deponent 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

MARLENE HILL

Schedule A
Legal Description
Taken from Property Online June 2023

[Deed.pdf](#)

Schedule B
Site Plan

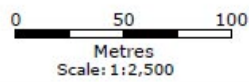






Highway 215, Summerville
PID 45180635



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for use for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department June 2023

Proposed Development Area
Site Map



-  Proposed Development Area
-  PID 45180635
-  Parcels
-  Roads

Attachment C

Public Information Meeting Notes

June 6 – June 20, 2023

Development Agreement –PID 45180635, Highway 215, Summerville; File #23-07

Meeting date and time	A Public Information Meeting was held on June 6, 2023 beginning at 6 p.m. in Council Chambers at 76 Morison Drive in Windsor. The meeting was broadcast live on the Municipal Facebook page.
Attending	In attendance: Three (3) Councillors: <ul style="list-style-type: none">• Councillor Jannasch (Chair)• Councillor Ivey• Mayor Zebian Four (4) members of staff: <ul style="list-style-type: none">• Planner Mark Fredericks• Planner Alex Dunphy• Planning Administrative Assistant Vanessa Lake• Chief Administrator Officer Mark Phillips Applicant: <ul style="list-style-type: none">• Patrick Hill Approximately 25 members of the public attended the meeting in-person.
Applicant Patrick Hill Property Highway 215, Summerville PID 45180635	Senior Planner Mark Fredericks outlined the request from Patrick Hill to establish a Paintball Facility on PID 45180635, Highway 215, Summerville. The applicant made a formal presentation. Patrick presented his intention to provide an outdoor recreation opportunity for members of the public to experience and try the sport of paintball. He explained that the paintballs are bio-degradable and that only intends to operate Friday-Sunday 9am – 5pm. The operation would be seasonal from May – October and closed during the winter months. Decibel readings of paintball guns are approximately 40-50 decibels, which is comparable to rural traffic noise.
Comments	Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail and telephone between June 6 – June 20, 2023. Approximately 10 members of the public spoke at the Public Information Meeting. Seven (7) comments or questions were

	<p>received via mail, email or phone. The questions and comments from the public are summarized below. Email responses are attached. Staff and applicant responses are included in purple.</p> <p>Members of the public present at the Public Information Meeting asked about the proximity to the cemetery, and driveway access and location. Comments from the public also included questions about the environmental impact of the paintballs, which the applicant indicated he planned to only use food-grade biodegradable paint capsules.</p> <p>Discussion points included parking and maximum capacity of players.</p> <ul style="list-style-type: none">• Horses and noise impact• Any plans to expand• Support for the idea of the business• Ideas for vegetation, fencing and noise buffering• Parking, ensuring all parking is contained on-site• Question about tournament and ensuring adequate parking is provided• Funeral notification process to Patrick who agreed to close the paintball fields during funerals• Questions about who would enforce/control these issues
Adjournment	The meeting was adjourned at 6:48 p.m.

Email and letter correspondence:

From: Lola Velden
To: Mark Fredericks
Date: June 6, 2023

Good evening,

After attending tonight's public information meeting, I wanted to reach out and address some of my concerns and more of my questions I had surrounding the permit for the paintball facility. My questions/concerns are as follows:

-How will Mr. Hill communicate to his customers that there is a cancellation or that the facility will be closed due to a funeral service? I worry this will result in more issues concerning traffic, parking, and respect to the grave yard.

-Is there any proof that noise will "not be an issue." Yes, Mr. Hill did claim that a singular paintball gun should be no louder than local traffic, however where is this proof and can we be sure of this. After doing some research of my own, paintball guns and the facilities themselves are not a noise free activity. From the sound of the guns firing, people yelling, to the whistle and sirens that wail to inform the players that games are starting/ending. How can we ensure that respect will be kept for the other members of the community who will be affected by this.

-In relation to noise, what sort of "props" will be on the grounds of the facility. Will the facility be metal, blow-up, plastic? These props that will be used during the games will affect the noises that occurs. For example, if metal is used, then the noise of paintball shells hitting the siding of metal containers will be amplified and could cause more disruption for the community.

The community of Summerville is beautiful because of its simple beauty. Many tourists rave about the beauty of the community. Building large and odd parts for this facility would make the paintball area look out of place, and would not match the surrounding area.

-In the meeting, many people were concerned with the traffic, parking, and amount of people that would be commuting on the very narrow and low visibility part of the 215 highway. Again, Mr. Hill claimed that all of that would be dealt with and that safety would be ensured. I guess my question is, what is being done to ensure that safety is a number one priority. As well, is Mr. Hill willing to take responsibility for if there is a car accident due to the placement of the facility.

-Also in regards to safety, who will be monitoring the facility to insure proper safety is being implemented. Also what about maintenance of the facility, rule following, and the environmental state of the land?

-A comment came up in the meeting concerning the pond that is located behind the grave yard. Based on the layout for the proposed map of the facility, the playing fields and equipment storages will be in very close proximity to this pond. This pond has been known for years to have fish, frogs, and a beaver community. How can we ensure that this wildlife will be safe and remain protected?

-Mr. Hill mentioned that washrooms would be available on site. Will these be portable toilets? If so, how will they be taken care of and how will they be ensured they are maintained. Also, who is in charge of overseeing this part of the facility?

-One of my biggest concerns regarding the new facility is its proximity to the grave yard. Mr. Hill claimed that he would make proper arrangements to allow for the proper respect of those who might be visiting the grave yard due to a funeral. However, many members of the community visit the grave yard daily to pay their respects. I feel that having the paintball facility so close would impact the experience for those trying to mourn loved ones.

There is also concern of destruction to the tombstones due to the paintball guns. Again, Mr. Hill claimed that netting would be in place to protect this area, but there was no proof or further discussion around the matter during the meeting, which left me questioning what was actually going to be done to prevent this.

Overall, I just would like to state that I think the idea of a paintball facility in the community of Summerville is not a good idea. The fact that Mr. Hill was present at the meeting with no evidence of research, no written out plan, no details of the facility, and more seemed to be that he had no true plan of action and was just making promises to the public. How can we ensure that all these so called promises he has made will be met in this new facility.

Thank you for your time,
Lola Velden

...

From: Mark Fredericks

To: Lola Velden

Date: June 6, 2023

Hi Lola,

Thanks for reaching out.

We have not determined how the relationship with the cemetery will work yet. This is something we are investigating and recognize there may be visits beyond funerals that could be impacted by the Paintball facility. The paintball course props are not intended to be loud sheet metal but may include wood pallets and inflatable obstacles. Parking and road access will be controlled within the development agreement and road safety is the responsibility of the Provincial road authority who will issue a commercial access permit, only if the driveway location can meet their safe stop sight distance requirements. Setbacks from the road, property lines and watercourses will also be controlled within the development agreement to minimize impact on any ponds, streams, and adjacent properties. Portable toilets are being proposed, and we are investigating this aspect with the provincial department of environment who regulates septic systems and drinking water wells. If appropriate, these facilities can be controlled within the development agreement through a maintenance schedule to ensure any portable facilities are maintained regularly.

I've captured your concerns contained in this email and we aim to address many of these issues through the development agreement process.

Thanks

From: Pam Paterson-Hill

To: Mark Fredericks

Date: June 19, 2023

Good morning.

I am writing to give my support to the idea of a paintball range in the community of Summerville. I am a resident of Summerville.

Summerville is an area of West Hants that is prime for growth. It is 30 minutes from Windsor.

An easy drive in the summer. Summerville and “the shore” have often felt like a forgotten region when it comes to development. This would be a step in the right direction. It would also be another activity to draw people to the area. Summerville has a wonderful restaurant and fantastic bass fishing. There is a campground in Kempt and a golf course in Cambridge. This paintball course would be another benefit to the area, providing entertainment and employment opportunities.

I cannot express my support more strongly. The naysayers may be vocal, but they are wrong.

This is an opportunity that should be given support by the community and allowed the chance to thrive for the benefit of future growth.

Pam Patterson

From: Carolyn Smith
To: Mark Fredericks
Date: June 14, 2023

Re: Proposed Paintball Facility in Summerville

Dear Mr. Fredericks:

In follow-up to the information meeting held on June 6, 2023, I would like to reiterate my position on the above-noted proposal.

I am President of the Loyal Hill/Musgrove Road Cemeteries Committee. I have only been involved with this group since November 2020 and am amazed at the amount of volunteer work that goes into keeping our cemeteries looking well. I have lived in this community for 60 years and I am not against a Paintball Facility and perhaps it would be a good thing for the community but why does it need to go directly beside the Loyal Hill Cemetery? They appear to own alot of acreage and I am sure they could find another spot that would be more suitable, other than the fact that this land is already cleared.

I do not know Patrick Hill personally and therefore cannot express an opinion on his behavior. At the meeting he appeared to want to be respectful of the cemetery and I can only hope that this will continue to be the case. I know that he told our local funeral director that he will not operate during a funeral. Who will be responsible to notify him when a funeral is taking place? It is not going to be anyone from our group.

Although most of the funerals are conducted by Reed Allen, there are other funeral homes who do conduct services there and last year a funeral home from Truro did a burial. How will these people know to contact Patrick? Again, we are not going to be responsible for this.

Unfortunately, most funerals are held on the weekend and this will be prime paintball activity time. I just cannot see the viability in shutting down for an hour or two. If anyone travels any distance to play and then finds out they have to stop for a period of time, I think that is when the problems will start. My fear is that they will take it out on the cemetery. We rely solely on donations and do a small amount of fundraising but we are a very small group and most of us are seniors. We do not have the means to start replacing or repairing headstones and we will be the first ones that the lot owners or family members will complain too. Will Patrick be required to carry liability insurance in the event that damage does occur?

In speaking with local residents, most were not aware that this was being proposed. Only those who have property within a certain distance were notified. Will you be holding a local meeting in the community perhaps at the Summerville Fire Hall or the Flying Apron so that other people can hear the pros and cons? Patrick did give some details but he really didn't have any

information to back up what he said. He said the paintballs cannot go over a 12 foot fence, which he plans to erect but where are the facts to prove this? I think we need alot more information as people are of differing opinions about how much damage can be done to the environment or to individuals. I would say that this is on him to prove to the community that this will be a good thing and he needs to present it with facts.

Also, has the local fire department been notified of this? There are acres of woodland around this area. Is there a possibility that a fire could occur due to paintball activity?

In closing, my main concern is that the cemetery remain protected and I think we need more information backed up by facts that will address everyones fears before granting approval to this request.

Thank you.

Carolyn Smith

From: Shauna Thompson
To: Mark Fredericks
Date: May 29, 2023

Hi Mark,

I understand you're looking after the file regarding the business proposal for the property described below. We're trying to understand how close the proposed business would be to our property. Are you able to disclose the site on the property they intend to develop? We operate an equestrian business across the road and proximity will determine the degree of impact (if any).

Thank you,

Shauna Thompson

...

From: Mark Fredericks
To: Shauna Thompson
Date: May 30, 2023

Hi Shauna and Glen,

Thanks for reaching out. I understand you have an equestrian riding ring across the street from the graveyard and the proposed paintball facility is planned to locate on the property to the south of the graveyard. Most of the activity is intended to locate towards the back of the field and in the wooded area. The *attached* sketch/site plan was submitted as part of the application and helps illustrate the proposed layout.

There is opportunity to adjustment or revise this layout in ways that could include additional buffering or fencing to help minimize the impact on the surrounding properties. For example, one revision will relate to the proposed driveway, which the road authority has asked to be moved further south to comply with their stop sight distance requirements.

Please let me know if you have any questions.

You can reach me at the number below if you'd like to discuss in more detail.

Thanks

From: Shauna Thompson
To: Mark Fredericks
Date: June 19, 2023

Mark Fredericks June 19, 2023
Senior Planner
West Hants Regional Municipality
Re: Paintball Permit for PID 45180635

Dear Mr. Fredericks,

My husband Glen Thompson and I live at 4993 Highway 215 and our property is across the road from the proposal indicated above. After attending the information session and doing some subsequent research on this type of business, we have the following feedback regarding the proposal for the Planning Committee's consideration:

Noise Concern

We are gravely concerned about the noise that will be created by the combat simulated, high intensity sport recognized as an extreme sport. Since neither of us have played speedball or paintball, we did some researching. After looking into the sport, noise from not only the guns, but from sirens, whistles, yelling, etc. is expected. Mr. Hill mentioned at the information session that 5 on 5 speedball would be played in the field area. There are countless videos easily found on YouTube that demonstrate the game. Please take a few minutes to watch the links below in order to get a sense of what this activity sounds and looks like (note; we picked the first two that weren't overlaid with music but there are many more available).

<https://www.youtube.com/watch?v=8kqf9g3sl1o>

<https://www.youtube.com/watch?v=6mcyHx4TfBU>

Based on what you see in videos such as these and what we've learned about paintball, we strongly believe that the disruption to Red Ridge Farm's equestrian business, operating out of the arena directly across the road, the Loyal Hill Cemetery adjacent to the proposed site and the surrounding community would be substantial. I am an Equestrian Canada Licensed Coach who uses the riding arena almost daily to teach and train riders and horses. Students range in age from children to adults at all levels of skill including beginner level and the arena is also rented out to other coaches who bring riders with a range of skill and ability. Young and inexperienced horses are also using the arena. Anyone who has equine experience will tell you that loud popping and cracking noises can easily startle horses putting the rider and horse at risk. A startled horse may run blindly and there are countless incidents citing injuries to horse and/or rider which can be severe enough to cause permanent disability or even death. Even if more experienced riders and horses handle the noise better, the noise and commotion from the paintball park would certainly have a negative impact on our growing business resulting in lost revenue.

The riding arena is used 6-7 days a week and I observe visitors at the Loyal Hill Cemetery several times a week during that time. It is likely that the frequency of visitors is much higher. Although there could be a way to accommodate funerals, it would be impossible to do this for the visitors and they would have to listen to combat type noise in the background. This could be especially upsetting, if not unbearable, for veterans.

Environmental Impact

There are environmental concerns still to be addressed. Has there been an environmental assessment performed? The proposed 12' netting needs to be reviewed to determine the risk to wildlife including birds. There are also numerous nocturnal species in the area including owls and bats that the nets may pose a risk to. Especially concerning is the risk to bats considering there are in decline due to the white-nose epidemic that has decimated their numbers.

([https://batconservation.ca/#:~:text=Welcome%20to%20the%20Nova%20Scotia,invasive%20fungus%20\(Geomyces%20destructans\)](https://batconservation.ca/#:~:text=Welcome%20to%20the%20Nova%20Scotia,invasive%20fungus%20(Geomyces%20destructans))).

<https://www.edp24.co.uk/news/local-council/20715967.paintball-site-near-ndr-rejected-amid-concerns-bats-woodland/>

<https://abcpaintball.com/is-paintball-bad-for-the-environment/>

Future Expansion

Although the business will start up with limited hours and number of participants, it appears likely that there will be further expansion assuming the demand is there and in order for the business to be sustainable. Even with the limited number of 30 participants for the start up, this could easily equate to 50+ people at any given time (participants plus parents and/or spectators). Further expansion would result in large numbers of people on site creating further noise disruption in the area and impact on wildlife as well as increased traffic concerns.

We heard during the discussion at the information session that mitigations would be put in place 'if' the concerns raised by the community members were realized but this is much harder to address after approval and start-up of a business. A 'wait and see' approach to noise and disruption just creates tension and erodes relationships between neighbors and community members.

While we fully support local businesses, we implore the Municipality to seriously consider the fit of a paintball park in the beautiful, serene rural farming community of Summerville and the surrounding area. Is a loud, combat simulated extreme outdoor sport appropriate for this area, especially where the proposed location is next to a historic, regularly used graveyard and across the road from an equestrian business? Applications in other jurisdictions have been rejected due to impacts on wildlife, noise disruption, traffic concerns and lack of alignment with the community fabric (see below). We feel this should be the case in this application.

<https://www.edp24.co.uk/news/local-council/20715967.paintball-site-near-ndr-rejected-amid-concerns-bats-woodland/>

<https://jocoreport.com/county-rejects-outdoor-paintball-business/>

Thank you,

Shauna and Glen Thompson
Red Ridge Farm Owners and Operators

From: Mark Fredericks
To: Shauna Thompson
Date: June 20, 2023

Hi Shauna and Glen,

Thank you for attending the Public Information Meeting and for submitting this letter. I can confirm the municipality has received it and saved it as part of the application.

We recognize the same concerns and are exploring options for a revised layout with the applicant. We are also reviewing buffering and setback requirements to provide adequate separation between the different uses in this part of the community.

More information will be presented to the Municipality's Planning Advisory Committee at an upcoming meeting. You can preview this committee's agendas, here:

<https://westhants.ca/planning-advisory-committee-1/planning-advisory-committee-meeting-packages/2023.html>

Let us know if you have any questions.

Thanks

Received by mail:

June 13, 2023

Mark Fredericks
West Hants Regional Municipality
76 Morrison Dr., PO Box 3000
Windsor, NS
B0N 2T0

Re: Paintball Facility, Summerville, NS

Dear Mr. Fredericks:

I have been a volunteer with the Loyal Hill and Musgrove Road Cemeteries for approximately 25 years and have served as Treasurer for 23 years.

In the past, we have always worked successfully with the owner of the adjoining property, the late Bradley Lake. Since his death, we have had interference from his daughter, Marlene Hill on several occasions. She has always expressed concern about how any maintenance work carried out at the cemetery will affect the pond or the adjoining property. I feel that now since she is the acting agent, she will have influence on how this facility will be managed. Now it appears that her worries regarding how the land is maintained will be on the back burner.

I am also concerned regarding the potential noise that could come from the Paintball Facility. Because Summerville does not have a Noise Bylaw, this could take away from the cemetery being a peaceful place.

We had issues before regarding partying on the adjoining property which spilled over into the cemetery and vandalism occurred. We asked that they keep off the cemetery property, however this did not work and we had to report the damage to the RCMP. The only suggestion they had was to erect a fence and to put up "Keep Out" and "No Parking" signs. This is not acceptable for a cemetery. We feel that if similar issues occur because of this Paintball Facility, we will have little support from the RCMP.

We pride ourselves in the appearance of this cemetery and work hard to maintain this. I feel that the equipment on this Paintball Facility will take away from the peaceful appearance we as a group are striving for.

Please take into consideration all of my concerns when determining if this Paintball Facility will be granted.

Yours truly,

Juliette Spencer

Received by mail:

June 14, 2023

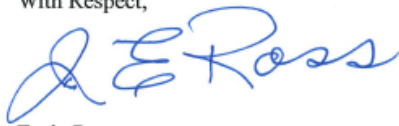
Submission to: Mark Fredericks

Re: The proposed zoning for a Paintball Operation on Hwy 215 Summerville.

Attached are three concerns regarding the operation of a Paintball business.

Thank you for the opportunity to submit this package.

With Respect,

A handwritten signature in blue ink that reads "Ernie Ross". The signature is written in a cursive style with a large initial "E" and "R".

Ernie Ross