



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: November 28, 2023

Subject: Development Agreement: MacLeod Court, Three Mile Plains; PID 45006947 and 45415668 File #22-23B

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that Council gives Second Reading to and approves entering into a development agreement to permit 27 townhouse units grouped on PID 45006947 and 45415668 in Three Mile Plains which is substantively the same as the draft set out in Attachment C of the report File #22-23 to the Planning and Heritage Advisory Committee dated October 12, 2023, with the revised commencement date of 48 months.

...that Council requires that the development agreement with Faisal Al-Hammadi of FH Development Group Inc. for PID 45006947 and 45415668 in Three Mile Plains 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 February 7, 2023, from Darren Shupe of Brighter Community Planning & Consulting on behalf of the property owner Faisal Al-Hammadi of FH Development Group Inc. The application was initially requesting two multi-unit residential buildings on PID 45006947 and 45415668 in Three Mile Plains. A Public Information Meeting was held on March 9, 2023. Following feedback from the community, a revised application was submitted by Darren Shupe on June 19, 2023 which changed the format of the proposal from two multi-unit residential buildings, to 27 townhouse units grouped on the same lot. The lots are currently vacant and are owned by FH Development Group Inc.; Mr. Al-Hammadi is the President of that company.

DISCUSSION

A Public Information Meeting was held on September 7, 2023.

On October 12, 2023, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed as-of-right development and lot boundary arrangements, land use compatibility, the access issue of Panuke Road being the only entrance/exit and the narrow conditions of the road, and many comments regarding the paving of MacLeod Court, as required by the Provincial Department of Public Works. The PAC/HAC recommended in favour of the application at this meeting.

On September 26, 2023, staff presented the PAC/HAC recommendation to Council for First Reading (Appendix A). During the September 26 meeting, Council recommended in favour of the application.

After the First Reading, the applicant requested an increased commencement deadline of 5 years (60 months), as listed in section 4.1 of the development agreement which was initially set at 2 years (24 months). Staff considered the request and provided 4 years (48 months) to remain consistent with other recently approved development agreements. This compromised timeline was agreed to by the applicant and owners.

NEXT STEPS

The process for this application is as follows.

Process

Staff Review



Public Information Meeting – Sept 7



PAC/HAC receives staff report and PIM Notes
PAC/HAC Review and Recommendation – October 12



Council First Reading – October 24



Public Hearing & Second Reading – November 28



Notice of Approval in Local Paper



14-Day Appeal Period

*anticipated dates; final dates set by Council

APPENDICIES

Appendix A 2023-10-24 PAC/HAC Recommendation to Council – Development Agreement: PID 45276441 and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13A

CHIEF ADMINISTRATIVE OFFICER REVIEW

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 –

**2023-10-24 PAC/HAC Recommendation to Council – Development Agreement: PID 45276441
and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13A**



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: October 24, 2023

Subject: Development Agreement: MacLeod Court, Three Mile Plains PID 45006947 and 45415668; File #22-23A

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Should Council wish to proceed to Public Hearing, 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 27 townhouse units grouped on PID 45006947 and 45415668 in Three Mile Plains which is substantively the same as the draft set out in Attachment C of the report File #22-23 to the Planning and Heritage Advisory Committee dated October 12, 2023.

...that Council requires that the development agreement with Faisal Al-Hammadi of FH Development Group Inc. for PID 45006947 and 45415668 in Three Mile Plains 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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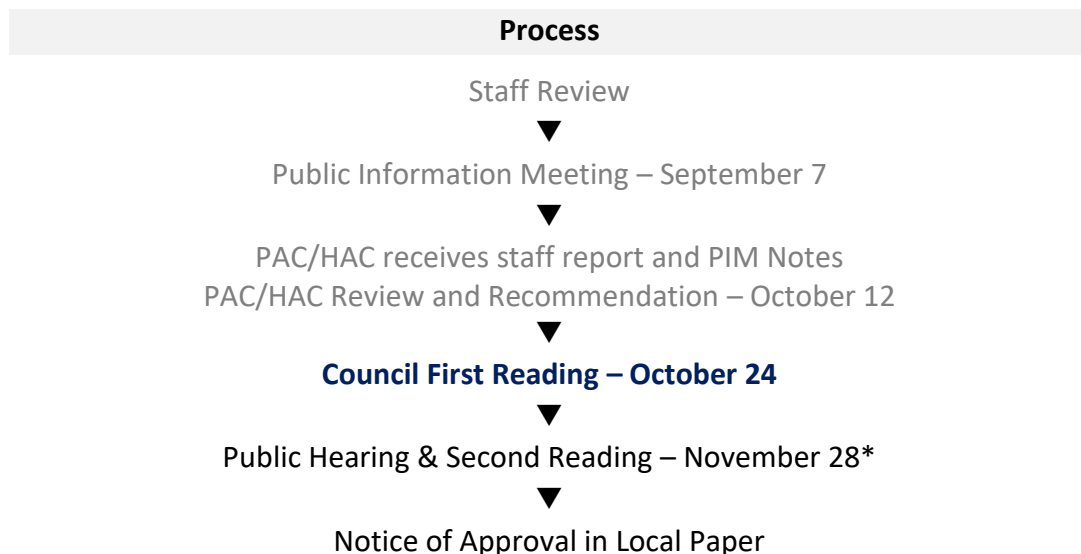
DISCUSSION

A Public Information Meeting was held on September 7, 2023.

On October 12, 2023, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed as-of-right development and lot boundary arrangements, land use compatibility, the access issue of Panuke Road being the only entrance/exit and the narrow conditions of the road, and many comments regarding the paving of MacLeod Court, as required by the Provincial Department of Public Works. The PAC/HAC recommended in favour of the application at this meeting.

NEXT STEPS

The process for this application is as follows.





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

APPENDICIES

Appendix A 2023-10-12 Staff Report – Development Agreement: MacLeod Court, Three Mile Plains PID 45006947 and 45415668; File #22-23

CHIEF ADMINISTRATIVE OFFICER REVIEW

It is recognized that the applicant and developer has amended the application to a development that is more in keeping with the surrounding developments and neighborhood. The development does promote density beyond what is currently found in the proposed area, which is within one of the four designated growth centers within the municipality (Three Miles Plains, Windsor, Falmouth and Hantsport), therefore I support the recommendation. It is a positive response to housing needs within the municipality.

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 – 2023-09-14 Staff Report – Development Agreement: PID 45276441 and 45366986
and 45055167, Payzant Dr, Windsor; File #23-13**



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: October 12, 2023

Subject: Development Agreement: MacLeod Court, Three Mile Plains PID 45006947 and 45415668; File #22-23

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 allow 27 townhouse units grouped on PID 45006947 and 45415668 in Three Mile Plains which is substantively the same as the draft set out in Attachment C of the report File #22-23 to the Planning and Heritage Advisory Committee dated October 12, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Faisal Al-Hammadi of FH Development Group Inc. for PID 45006947 and 45415668 in Three Mile Plains 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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The lots are currently vacant and are owned by FH Development Group Inc.; Mr. Al-Hammadi is the President of that company.

DISCUSSION

The application is proposed over two currently separate lots (portion of PID 45006947 and 45415668). The applicant proposes to go through the subdivision process to subdivide/consolidate the lots as shown on the site plan attached to the draft development agreement. This process would create one 6.54-acre (26,470 sq. m.) lot to accommodate the 27 townhouse units. These townhouse units would be accessed from a new public street, Redfox Court, that would connect through a public road reserve on MacLeod Court. MacLeod Court is currently a gravel cul-de-sac accessed from Panuke Road, with approximately 17 existing homes.

Currently (prior to the proposed consolidation) PID 45006947 is approximately 3.26 acres (13,193 sq. m.) in size and PID 45415668 is approximately 12.68 acres (51,314 sq. m.) in size. After subdivision/consolidation, the remainder of these properties are intended to be developed as-of-right under the existing Two-Unit Residential (R-2) zoning. The configuration of proposed property boundaries are shown on the site plan attached to the draft development agreement.

PID 45006947 and 45415668 are designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1) and are within the Three Mile Plains Growth Centre. Part 5.3 of the WHMPS contains the overall intention for properties designated Residential in the Three Mile Plains Growth Centre.

The lots are zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). Groups of townhouse units are not permitted as-of-right in the Two-Unit Residential (R-2) zone but grouped dwellings in a townhouse configuration can be considered through a development agreement.

The subject lots directly abut other properties zoned Two Unit Residential (R-2) and designated Residential. These properties are all within the Three Mile Plains Growth Centre and include existing residential uses, forested land, and some agricultural uses.

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

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

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:

- (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
- (b) subject to Section 2.13, the minimum side yard requirements and maximum building height as listed in Section 2.3 (a);
- (c) the fire safety requirements as listed in Section 2.6, *Fire Safety*; and
- (d) the stormwater management plan requirements as listed in Section 2.8, *Site Drainage*.

West Hants Land Use By-law

Section 6.1 of the WHLUB, Development Agreements, states that “The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:

- (c) *grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre in accordance with Policy 5.3.10 of the Municipal Planning Strategy;*

West Hants Municipal Planning Strategy

Part 5.0 of the WHMPS contains the overall intention for Growth Centres in West Hants; Section 5.3 outlines the residential policies for the Three Mile Plains Growth Centre. Policy 5.3.10 establishes Council's intention to consider *"development of grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre by development agreement"*.

WHMPS Specific Criteria

Policy 5.3.10 outlines the specific criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- road frontage on a public street is required in the development agreement;
- buildings are grouped and located to conserve existing natural features of the site;
- the lot is capable of being serviced by municipal water and sewer;
- the development is reasonably compatible with the character of the area with respect to building scale and traffic generation;
- adequate open space is provided and back yard spaces for each townhouse unit are required; and
- adequate on-site parking is provided.

WHMPS General Criteria

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

- the proposal is not premature or inappropriate for the area, provided the new public street is built to municipal specifications, which is a requirement of the development agreement;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Provincial Department of Public Works have no concerns which have not been addressed in the development agreement. The Provincial Department of Public Works has indicated that upgrades including paving of MacLeod Court will be required as part of the developer's new road construction.

MCCAP

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 properties. The Three Mile Plains Flood Risk Assessment Study shows that there may be flooding expected at the Lebreau Creek Brook road crossing at Panuke Road in the future. This one access point could

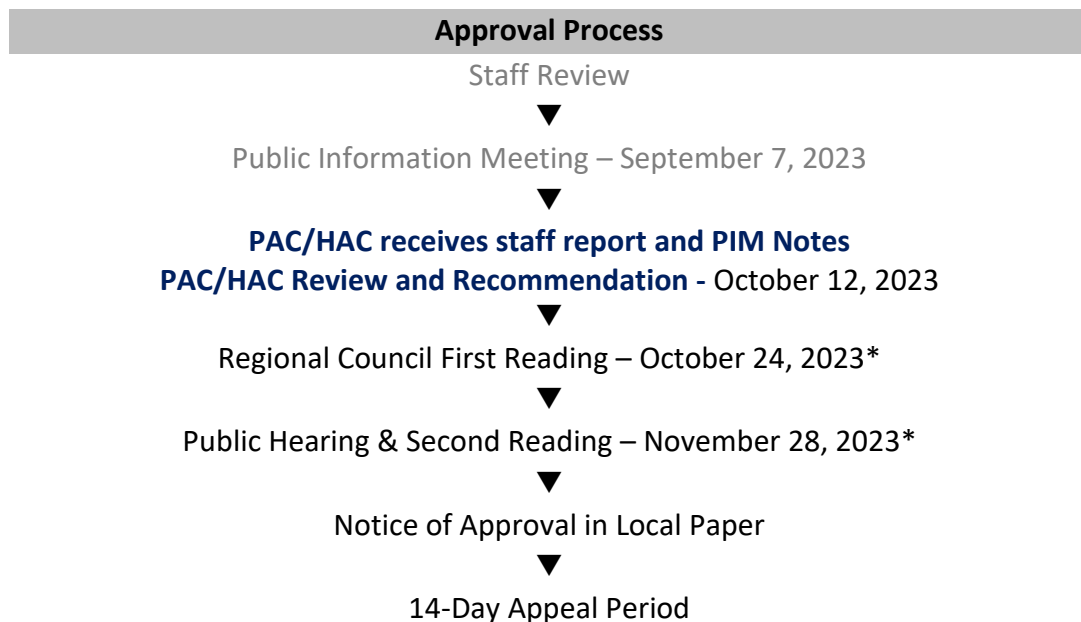
interrupt access to the subject properties during extreme weather events due to the reliance of the intersection of Panuke Road and Highway 1 to serve the proposed development.

Residents of the area experienced significant flooding of the Lebreau Creek during the flash flooding event in July 2023 and shared photos with staff of the intersection of Panuke Road and Highway 1, which was impassable at the peak of this extreme weather event. This poses a significant risk during future storms, though does not appear to impact the location of the proposed townhouse units, and a significant setback from the watercourse helps to reduce potential impacts to the built environment during future storms.

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 are consistent with the intent, objectives and policies of the WHMPS. As a result, it is reasonable to consider permitting 27 townhouse units on portions of the subject properties following construction of the proposed public road, Redfox Court.



FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

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

ATTACHMENTS

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

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

Figure 1
GFLUM Extract

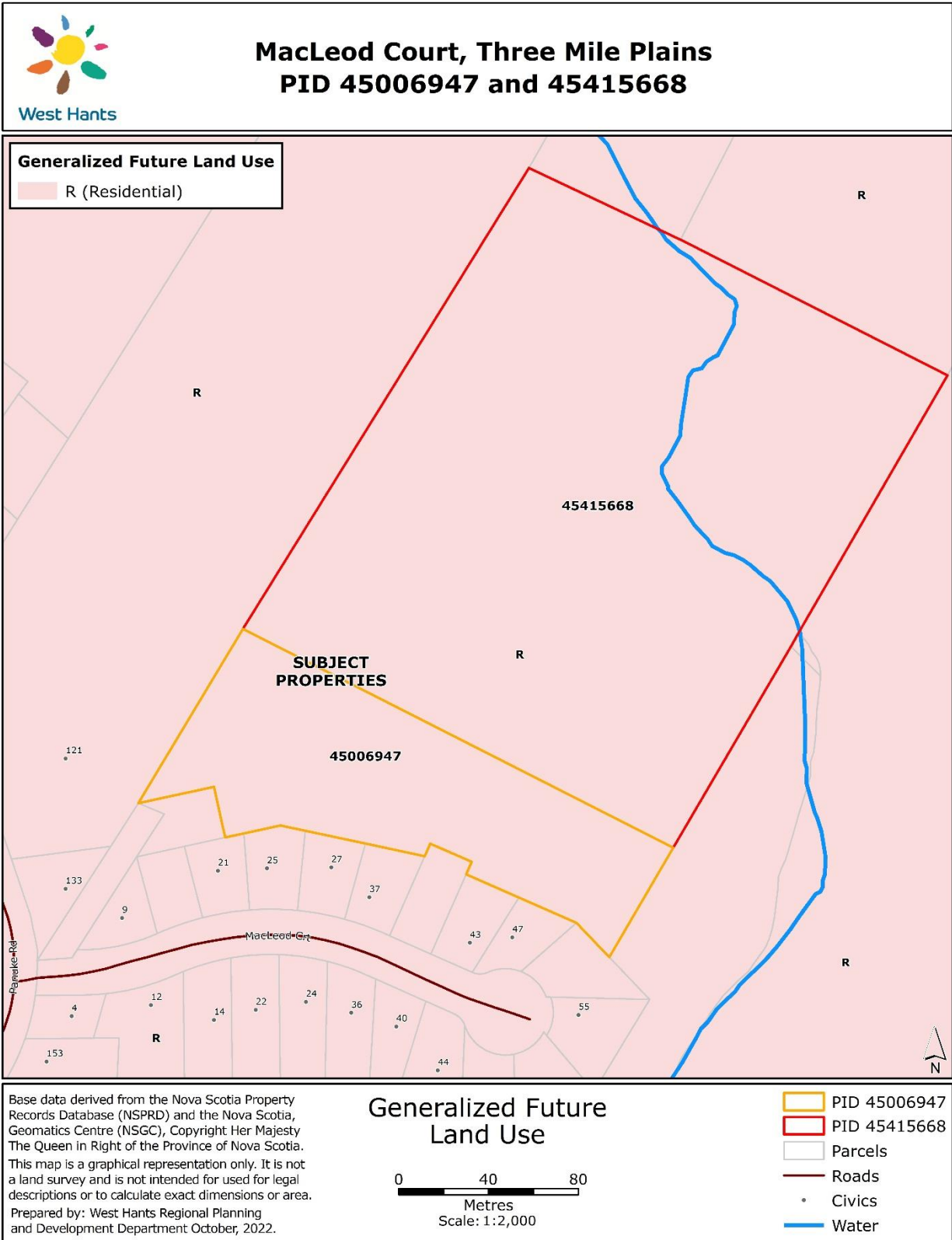
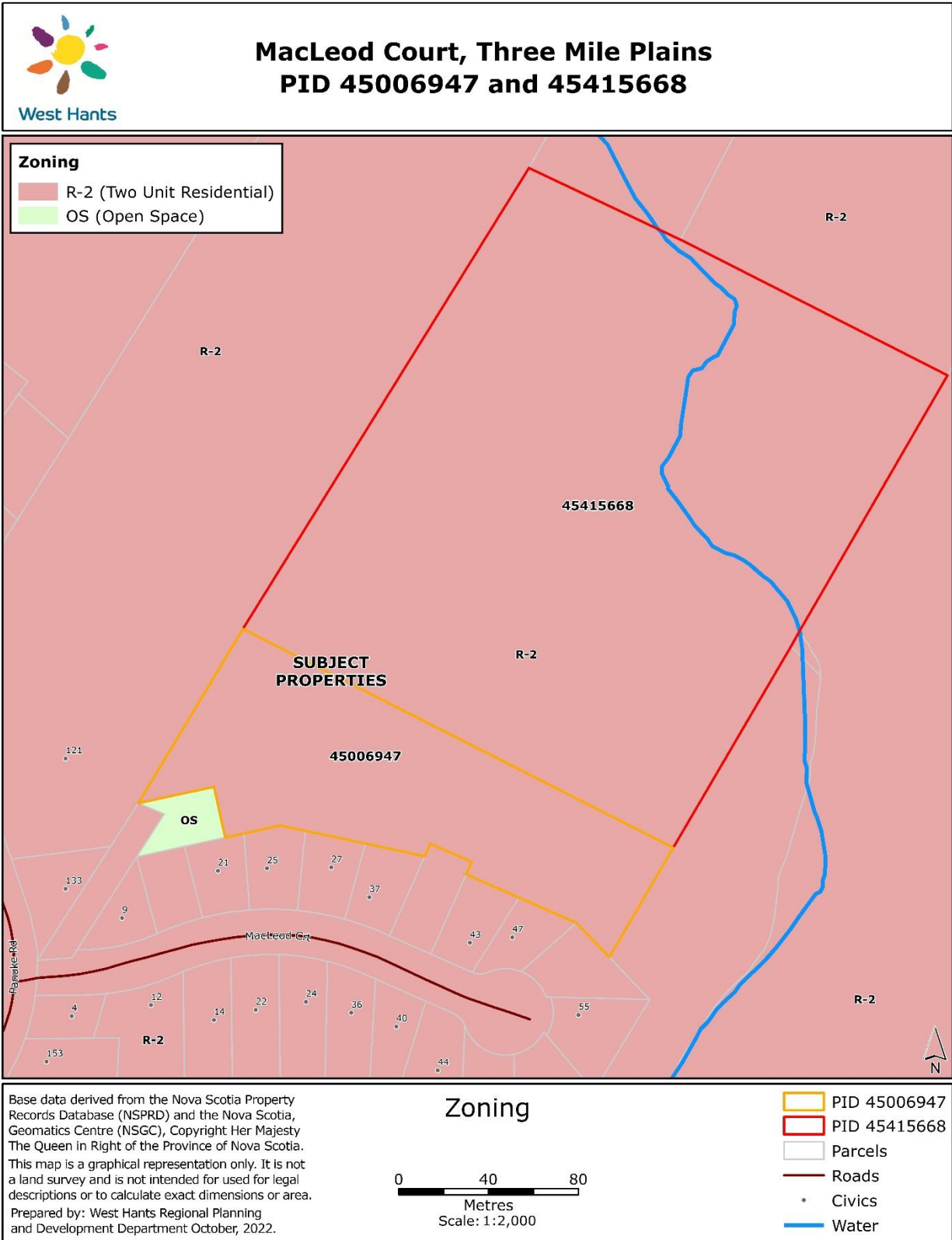


Figure 2
Zoning Map Extract



Attachment A
Specific Criteria for Development Agreement

West Hants Municipal Planning Strategy

Policy 5.3.10 It shall be the policy of Council to consider development of grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre by development agreement subject to the following:

CRITERIA	COMMENT
(a) the development has frontage on:	
(i) a public street; or	The proposed development will have public street frontage on Redfox Court, and this aspect is a requirement of the draft development agreement.
(ii) a right-of-way clearly granted by deed or easement, unrestricted	N/A
(b) where access to the development is by a right-of-way as specified in clause (a)(ii), the street along such right-of-way shall be designed by a professional engineer, who is a member in good standing of the Association of Professional Engineers of Nova Scotia and who carries appropriate professional liability insurance, who will certify that the design and construction of the street are adequate to accommodate the traffic generated by the development and access by emergency protection vehicles. Street design and construction plans shall be subject to review by the Municipal Engineer;	Not applicable as the development will have frontage on a public street, not a right-of-way.
(c) building clusters are located so as to conserve existing natural features of the site;	The buildings are located upland from the creek, which allows most of the lower land to remain undeveloped and available to continue to provide floodplain and ecosystem functions. Approximately 75% of the future lot boundary would remain undeveloped.

(d) the specific requirements for multiple unit development set out in clauses (b) to (h) of Policy 5.3.7;	See below for review of criteria (b) to (h) of policy 5.3.7.
(e) the application is accompanied by:	
(i) a site plan drawn to scale showing the proposed number, location and type of buildings, lot coverage, parking areas, vehicular and pedestrian circulation systems within the development, access to the site and open space and recreational areas;	Submitted
(ii) other supporting maps showing the topography of the lot including contours at five meter intervals, and significant natural features such as watercourses, wetlands and unique habitat or vegetation; and	Submitted
(iii) photo examples, plans or drawings showing the exterior design of the proposed buildings;	Submitted
(f) any other matter which may be addressed in a development agreement; and	All other relevant matters are addressed elsewhere in this report.
(g) Policy 16.3.1.	Please see Attachment B for further details

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

CRITERIA	COMMENT
(b) the lot is serviced, or is capable of being serviced, with municipal water and sewer; (Amendment WHMPS 14-01 Effective January 22, 2015)	The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.

<p>(c) the development is compatible with the character of the area with respect to building scale and design, traffic generation, population density and similar matters;</p>	<p>The proposed development of townhouses is compatible with the development pattern surrounding the subject site. However, the density and format of housing are different from the existing single- and two-unit dwellings in the area. The proposed townhouse units will be buffered by a change in elevation and retention of vegetation to help provide a screen between the new development and existing development.</p>
<p>(d) existing and proposed streets are adequate to support the development and existing streets will not require major infrastructure improvements as a result of the development; a traffic impact study may be required in accordance with Section 14.6 of this Strategy;</p>	<p>The Provincial Public Works Department indicated the road network will require upgrades including the paving of MacLeod Court to support the increased traffic from the development. This aspect will be addressed during the road construction phase, which is a requirement of the draft development agreement. The road connection will need to be designed and approved by the provincial road authority before the townhouse units can be built. The developer provided a Traffic Impact Study to the Provincial Public Works Department. The Provincial Department indicated the potential traffic impact resulting from the development proposal is considered appropriate for the area.</p>
<p>(e) adequate open space or recreational space is provided;</p>	<p>Adequate open space is being provided and individual back yard recreational space for each townhouse unit is a requirement in the draft development agreement.</p>
<p>(f) adequate on-site parking is provided;</p>	<p>The proposed parking is adequate at 1 garage space, plus 1 driveway parking space.</p>
<p>(g) any other matter which may be addressed in a Land Use By-law; and</p>	<p>All other matters are addressed elsewhere in this report.</p>
<p>(h) Policy 16.3.1.</p>	<p>Please see Attachment B for further details</p>

Attachment B
General Criteria for Development Agreement

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:

CRITERIA	COMMENT
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.
(ii) the adequacy of school facilities;	Staff requested comments on the potential impact of the proposed development on the public school system but did not receive a response from the Annapolis Valley Regional Centre of Education. It is expected that the schools would accommodate any increase in enrollment.
(iii) the adequacy of fire protection and other emergency services;	The Manager of Building and Fire Inspection Services had no concerns with the proposed townhouse buildings and the local Fire Chief indicated no concerns and confirmed that the Three Mile Plains Fire Department can provide adequate fire service to the site and the proposed buildings.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Nova Scotia Department of Public Works has stated the surrounding roads will require upgrades including the paving of MacLeod Court. This aspect is a requirement of the draft development agreement. The road connection will need to be designed and

	<p>approved by the provincial road authority before the townhouse units can be built.</p>
<p>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</p>	<p>The Public Works Engineering Division stated that the lot is capable of being served with Municipal sewer and water. However, the infrastructure has not yet been installed or approved by Municipal Public Works. It is expected that the future construction of Redfox Court would provide these services, and this aspect has been made a requirement of the draft development agreement.</p>
<p>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</p>	<p>The Nova Scotia Department of Public Works has stated the potential traffic impact was appropriate for the area, following their review of the submitted Traffic Impact Study. They stated the surrounding roads will require upgrades including the paving of MacLeod Court. This aspect is a requirement of the draft development agreement. The road connection will need to be designed and approved by the provincial road authority before the townhouse units can be built.</p> <p>There are no active rail lines in the area. The former rail line represents an opportunity for future active transportation connections to better serve the community of Three Mile Plains with surrounding communities.</p> <p>Highway 1, Panuke Road and MacLeod Court do not have sidewalks, and pedestrian traffic was a concern raised by many of the existing residents.</p>

<p>(d) the adequacy of the dimensions and shape of the lot for the intended use;</p>	<p>The proposed property boundary is approximately 6.5 acres and the shape of the lot determined the proposed layout of townhouse units.</p> <p>The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.</p>
<p>(e) the pattern of development which the proposal might create;</p>	<p>The proposal is compatible with the pattern of development surrounding the area. The Development Officer has no concerns regarding the pattern of development.</p>
<p>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</p>	<p>The portion of the properties where the buildings are proposed appears suitable and located above the watercourse on the property.</p> <p>The MCCAP Inland Flooding and Coastal Flooding maps do not consider the subject properties to be at significant risk. The only road access to Highway 1, via Panuke Road has flooded in the past, where it crosses Lebreau Creek Brook. The MCCAP recognizes that the Lebreau Creek Brook frequently overtops its banks and has caused flooding of homes adjacent to the brook along Highway 1. This flood risk is not within the area of development but does represent an existing potential access issue during extreme weather events, with the only way in and out of the proposed development and the existing development on Panuke Road and MacLeod Court.</p> <p>The property owner is responsible for ensuring that the lot is suitable for the proposed uses.</p>
<p>(g) whether the proposal meets the requirements of the appropriate</p>	<p>All Municipal, Provincial and Federal regulations will have to be met.</p>

provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and	
(h) any other matter required by relevant policies of this Strategy.	There are no other relevant policies of this Strategy.

Attachment C
Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcels of land located in Three Mile Plains (PID 45006947 and 45415668) hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Residential on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Two-Unit Residential (R-2) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”) and are within the Three Mile Plains Growth Centre; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit 27 townhouse units on the Properties (the “Development”); and

WHEREAS Policy 5.3.10 of the Municipal Planning Strategy and Section 6.1 (c) of the Land Use By-law enable Council to consider entering into a development agreement to allow grouped dwellings consisting of six or more dwelling units in the Three Mile Plains Growth Centre; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Date, 2023** 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) “Qualified site professionals” includes professional engineers, architects and/or hazardous materials professionals.
- (b) “Townhouse unit” means a building that is divided vertically into three or more dwelling units, each of which has independent entrances to a front and rear yard immediately abutting the front and rear walls of each dwelling unit.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site 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

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

- (i) those uses permitted by the underlying zoning in the Land Use By-law; or
- (ii) twenty-seven (27) Townhouse units.

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 location and design shall be generally consistent with the Site Plan shown in Schedule B.
- (b) The Development shall have road access to a public street that meets the minimum standard of the Municipal Services Specifications Manual and is approved by the Municipal Engineer
- (c) The Development Officer may approve in writing minor changes to the location of the Buildings or other aspects of the Site Plan provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.3 (e) and 2.8, *Site Drainage*, of this Agreement provided the side yards are not decreased.

2.3 Site Requirements

- (a) The buildings shall conform to the following requirements:

Minimum Road Frontage for the grouped dwellings development	50 ft. (15.24 m.)
Maximum number of townhouse units per block, before a minimum side yard is required between buildings	10 townhouse units
Minimum Front Yard	25 ft. (7.62 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard	15 ft. (4.57 m.)
Maximum Storey of Main Building	3 storeys
Maximum Building Height	35 ft. (15.24 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)
Minimum watercourse setback	50 ft. (15.24 m.)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (c) A minimum of 500 sq. ft. (46.45 sq. m.) of usable recreation space in the rear yard of each townhouse unit, as outlined in Section 2.7, *Recreational Space*, shall be required.
- (d) The Owner shall keep all undeveloped areas of the Properties landscaped to maintain a vegetative buffer between the development and the existing homes on MacLeod Court.

2.4 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.
- (b) The driveway shown on Schedule B shall provide a minimum paved surface width of 20 ft. (6.09 m.), except to the extent varied by the Provincial Department of Public Works in respect of its connection to the public road. The vehicular entrance and exit shall be clearly demarcated.
- (c) No occupancy permit will be issued until the condition specified in 2.2 (b) has been fulfilled.

2.5 Parking

- (a) All parking spaces for vehicles using the Properties shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Properties.
- (c) Parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (d) Each parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.
- (e) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.13, *Variance*, of this Agreement.

2.6 Fire Safety

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

2.7 Recreational Space

- (a) A minimum of 500 sq. ft. (46.45 sq. m.) per unit, of private recreational space immediately adjacent to the back of each townhouse unit shall be provided on the Properties.

2.8 Site Drainage

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

2.9 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or

cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

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

(c) Snow Plowing

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

2.10 Maintenance

- (a) The Owner shall keep the Properties and Buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owner shall maintain the 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 Subdivision

- (a) Subdivision of the Properties outside of the development area shall be permitted in accordance with the applicable Subdivision By-law. No subdivision is permitted within the development area shown on the Site Plan that would reduce the lot area. No additional parkland or parkland fees shall be required for subdivision or consolidation of the Properties subject to this Agreement.

- (b) Any lot(s) subdivided from the portions of PID 45006947 and 45415668 that will be developed under this Agreement, shall no longer be subject to this Agreement.

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) minimum required yard dimensions except side yard requirements as required in Section 2.3 (a) of this Agreement;
- (ii) number of parking spaces required;
- (iii) floor area occupied by a home-based business; and
- (iv) height and area of a sign.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Properties from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
 - (b) subject to Section 2.13, the minimum side yard requirements and maximum building height as listed in Section 2.3 (a);
 - (c) the fire safety requirements as listed in Section 2.6, *Fire Safety*; and
 - (d) the stormwater management plan requirements as listed in Section 2.8, *Site Drainage*.
- 3.4** Upon conveyance of land by the Owner to either:
 - (a) the road authority for the purpose of creating or expanding a public street over the Properties; or
 - (b) the Municipality for the purpose of creating or expanding any municipally owned facility over the Properties,

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 Properties.

- 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 Properties 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 Properties 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 forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the 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.

4.2 Material to be Provided

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

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Properties (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.
- (c) Enforcement of this agreement shall be the responsibility of the Municipality. The agreement shall be administered by the Development Officer for the Municipality.

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

5.5 Breach of Terms or Conditions

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

5.6 Costs

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

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided in writing 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

)

)

)

) **FH DEVELOPMENT GROUP INC.**

)

)

Per: _____

Witness

) Faisal Al-Hammadi, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

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

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

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

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

FAISAL AL-HAMMADI, President

**Schedule A
Legal Description**

PID 45006947

ALL that certain lot of land and premises situate in the Town of Windsor, being part of the first lot of land conveyed by Laura Brown et al to the Grantor by Deed dated April 18th, 1953 and recorded in the Office of the Registrar of Deeds at Windsor, in the County of Hants. The said lot is bounded and described as follows:

BEGINNING at a pine tree at the Northern corner of a lot of land occupied by Rufus Wile;

THENCE North 53 degrees East along the Southern boundary of land of Cyril Kelly 784 feet to a spruce tree;

THENCE South 42 1/4 degrees East 685 feet;

THENCE South 51 1/2 degrees West 788 feet to the boundary of land of Rufus Wile;

THENCE Northwesterly along said boundary 705 feet more or less to the POINT OF BEGINNING.

The said lot contains 12 1/2 acres, more or less.

SAVING AND EXCEPTING that lot of land conveyed in a deed recorded on June 29, 1950 in book 187 at page 514.

ALSO SAVING AND EXCEPTING Lot H-1 as conveyed in a deed recorded on April 26, 1989 in book 599 at page 564.

ALSO SAVING AND EXCEPTING Lots H-2 and U-1A as shown on a plan recorded on September 28, 1989 as number 6138.

ALSO SAVING AND EXCEPTING that lot of land conveyed in a deed recorded on November 14, 1991 in book 663 at page 529.

ALSO SAVING AND EXCEPTING Lots 1 to 16 and Parcels RR-1 and P-1 as shown on a plan recorded on April 28, 1992 as number 6696.

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 1992

Plan or Document Number: 6696

PID 45415668

ALL that lot of land and premises which was conveyed to the said George Whitehead by James Whitehead by Deed bearing date the 18th day of March, 1883 and recorded in the office for the Registry of Deeds at Windsor aforesaid in Book 75 page 30 and therein described as follows:

ALL that certain lot of land in Windsor being part of lot number four of the Councillors Grant, so called, and formerly owned by one Leonard Maxner, beginning at the Southern corner of a lot (part of lot number four) otherwise called the Belcher Lot conveyed by Charles T. Wilkens to Stephen Hines;

THENCE to follow the Southeast line of said lot number four six(6) chains and ten (10) links;

THENCE to run North seventy-five (75) degrees West eleven (11) chains and eighty (80) links to the Northwest line of said Belcher Lot;

THENCE to follow said line eleven chains and eighty links to Hines lot;

THENCE the course of Hines' line to the place of beginning containing ten and one quarter acres, more or less.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: HANTS COUNTY

Registration Year: 1950

Book: 187 Page: 513

Attachment D
Public Information Meeting Notes
September 7 – 22, 2023
File 22-23

MacLeod Court, Three Mile Plains; PID 45006947 and 45415668

Meeting date and time	A Public Information Meeting was held on September 7, 2023 beginning at 7:10 p.m. in Council Chambers at 76 Morison Drive, Windsor.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Francis (Chair) <p>Three (3) members of staff:</p> <ul style="list-style-type: none"> • Director of Planning and Development, Sara Poirier • Planner, Alex Dunphy • Planning Administrative Assistant, Vanessa Lake <p>Applicant</p> <ul style="list-style-type: none"> • Ahsan Khan of FH Development Group Inc. • Darren Shupe of Brighter Community Planning and Consulting <p>Seven (7) members of the public were present.</p>
<p>Applicant Faisal Al-Hammadi, FH Development Group Inc.</p> <p>Property MacLeod Court, Three Mile Plains; PID 45006947 and 45415668</p>	<p>Director Poirier outlined the request from FH Development Group Inc. to permit up to 27 townhouse units on portions of PIDs 45006947 and 45415668, on MacLeod Court in Three Mile Plains.</p> <p>Darren Shupe of Brighter Community Planning and Consulting made a presentation on behalf of the applicant.</p>
Comments	<p>Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail and telephone between September 7 – 22, 2023.</p> <p>6 members of the public spoke at the Public Information Meeting. Three (3) comments were 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>

At the Public Information Meeting the following comments were made:

- Keith owns a property on MacLeod Court. His main concern is related to traffic increases to MacLeod Court in relation to the 26 new residential lots and 27 townhouses being proposed. He stated that this could potentially equate to 106 vehicles traveling on a road that currently only has 17 homes. He noted that MacLeod Court is a gravel road that currently has to be fixed 3 times a year as-is.

The poster boards created by FH Developments spell the project as “Penuke” but it is spelled “Panuke” Road and there is no access shown from the development to Panuke Road. Darren noted the spelling error and confirmed there would be no direct access to Panuke Road for the development.

The Public Works Department has already visited Keith at his home. They told him that the new pump house on Panuke Road is running at about 70-80% capacity already for water. He’s concerned that if there is already water capacity concerns with the new pump house that was installed to service the 99 homes on Panuke Road and MacLeod Court, that this system will not be able to handle the additional homes being proposed in this development.

Keith also noted the school systems in the area, the fact that there are no crosswalks, no streetlights, and that MacLeod Court isn’t paved. He asked what is being done to address these issues?

Sara stated that whenever there is a development agreement application, through the staff review, staff reach out to stakeholders such as the Nova Scotia Department of Public Works, Municipal Public Works Department and School Board for comment on infrastructure capacity in relation to the overall proposal. These items will all be addressed in the staff report presented to the Planning and Heritage Advisory Committee.

• Mike Forrester lives on Highway 1. He mentioned the brook that runs behind the property and at the bottom of Panuke Road in relation to the flooding event in the area a few weeks ago. During that time the intersection of Panuke Road and Highway 1 completely flooding, making it impassible. This development will increase non-permeable surfaces in the area which he believes could cause more runoff into these water systems. Darren responded that the developers' engineers will be developing a site servicing plan which will address stormwater from the development.

• Barry Sherman lives on Panuke Road. He questioned the road infrastructure, specifically why a wooden bridge would have been built at the end of Panuke Road. He is not a fan of development in this area and is concerned about the impact on property values and taxes for residents in the area with this proposal. He wondered what was going to happen to the remaining area of land included in the development agreement application that doesn't show townhouses on it? Darren noted that 75% of the lot to be created for the townhouse units will be retained in its natural state.

Barry asked why the developer chose to develop here, in this quiet area? Darren commented that the developer sees potential for the land and the planning document policies allow Council to consider this proposal in a growth centre.

How will MacLeod Court be used as an access? Darren and Sara responded that the Nova Scotia Department of Public Works owns a road reserve parcel between MacLeod Court the developers lots. The developer will have to receive permission to use that access to connect the proposed roads from this development to MacLeod Court. Darren also noted that the developer is also discussing the upgrades required to MacLeod Court to accommodate the increased traffic to this development with the Nova Scotia Department of Public Works.

Barry asked how construction will impact the area, as this will add to the effects already felt by residents living in the area that have to deal with the quarry on Panuke Road.

Is the developer from the area? Are they familiar with Panuke Road? Darren responded that the developer is HRM based and have other projects nearby such as a site on Wentworth Road.

- Keith asked if these units will be for sale or for rent? Ahsan responded that most will be for sale and some will be rental. Further discussions need to be had on this.

Keith was also concerned that this was the only opportunity to comment on the proposal. Sara reiterated the information shown on the process slide of the presentation, noting that the Public Information Meeting is the first step in the process and there will be further opportunities for the public to comment (i.e., at Public Hearing). Due to the original proposal being completely revised by the developer, staff determined it was best to restart the process from the beginning.

- Linda lives on Highway 1. She noted that the truck traffic and traffic in general is very busy. This proposal will make it worse, also increasing noise, fumes, etc. It makes it extremely dangerous to walk in the area as there are no sidewalks. Residents must drive everywhere. She wants to be able to feel comfortable in her community.
- Tammy lives on MacLeod Court. She is worried that the proposal will remove the country setting of the area. She already experiences issues with the traffic, especially truck traffic on the roads from the quarry. There's no amenities in the area i.e., no stores and school-aged children need to be bussed to school. A number of neighbours are considering moving because this development will ruin the area. She also noted that she believes the development should have access directly to Panuke Road or Highway 1 due to traffic congestion.

	<ul style="list-style-type: none"> • Lisa Bland lives on Panuke Road. She wanted to make the developers aware of the RAD Consulting report where they completed community engagement sessions with members of the Acadian, Native and African Nova Scotian community. She wanted to remind the developers that they are presenting about an area that is a historic black community, Five Mile Plains. There have been clear recommendations made from the community about items such as road safety in the RAD Consulting report which should be respected. She noted that Council should consider items from the RAD Consulting report in relation to this proposal.
Adjournment	There being no further business, the meeting adjourned at 7:44 p.m.

Public Email Responses Submitted after the PIM

From: Barry White
To: Mark Fredericks
Sept 12, 2023

I watched the zoom meeting, Sept 7 at 6pm.

I was surprised that public works were not asked to do a report on if this will even work.

That's a lot of sewer that has to be pumped uphill. A lot of water on a system that is constantly being repaired. A lot of traffic already on a road that has nowhere in places on Panuke road for kids to walk to the school bus.

This development does not comply with section 5.3.10 of the MPS. All the surrounding homes are single detached.

Nearest place to buy milk is 3.3 km away. Local parents have swingsets and playhouses in their backyard because there are no parks around here.

Panuke road and #1 will continue to flood and strand us up the hill again. Picture attached. This development will just make it more often.

Picture of the road leading up to the proposed development. Quiet country dead end street. A lot of people come down here to walk their dogs everyday.

Google search New 3 bedroom townhouse with attached garage. In my research, will be around \$600,000. Rent would be \$3000 is a educational guess.

15 year resident

Barry White

Three Mile Plains





From: Mark Fredericks
To: Barry White
Sept 12, 2023

Hi Barry,

Thanks for reaching out and sharing your concerns and photos.

We will have discussions with the provincial road authorities and municipal public works which will need to be favorable to recommend the approval of the townhouse units.

We have captured your comments and will include them in the report to the Planning Advisory Committee who will make a recommendation to Municipal Council on this decision in the coming months.

Thanks again for sharing.

From: Michael Forrester and Lynda Gradt

To: Mark Fredericks

Sept 19, 2023

To,

Planning and Heritage Advisory Committee

West Hants Regional Municipality

Attn: Mark Fredericks

Re: File #22-23 Development Agreement: PID 45006947 and 45415668, MacLeod Court, Three Mile Plains

Greetings,

Due to the fact that none of the comments or statements made at the Public Information Meeting were recorded as a matter of public record, we would at this time like to express our opinions on the Development being proposed on MacLeod Court.

We found out about the proposed development completely by accident because of a concerned resident's social media post. Having recently relocated some 1800 kilometres from a major metropolitan area, we chose this area because it was in a generally rural setting.

Given the size and scope of this proposal it will affect far more residents than those who reside within the 500-foot radius of the notification. We're sure the developers are well aware of the local bylaws concerning the notification area. Such a project by its very nature deserves a wider scope of public notification and input. This proposal if approved would greatly affect the community at large by the pressure placed on public roadways, schools and infrastructure in general. With the changes in climate and the more frequent heavier than normal rain events, paving over such a large area will affect storm run off into the local brooks and creeks.

The proposal doesn't seem to fit the area. The sitemap of the area in question doesn't show exactly where this new project would be placed. Being situated off a single road that is already heavily burdened by truck traffic to and from the quarries one can only imagine to increased traffic that a multi-year project like this would inflict on the area.

Once again, the developer's spokesperson seemed woefully ill-prepared for the presentation and the developer didn't seem to want to answer any direct questions. We fail to understand how someone, or a company would not have done much more of the groundwork and necessary research before coming to council with yet another absurd proposal.

There seems to be a great lack of foresight in approving these developments.

Sincerely yours,

Michael Forrester and Lynda Gradt

Three Mile Plains, NS

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From: Mark Fredericks
To: Michael Forrester and Lynda Gradt
Sept 19, 2023

Thanks Michael and Lynda,

The Municipality is in the process of establishing larger notification areas for planning applications. It's expected to increase to 1000 ft around a subject property. The traffic issues in this case are also being investigated and the developers may be required to pave MacLeod Court to improve surrounding road conditions. Site drainage is another aspect that will be a requirement of any future development.

We have captured your comments and will include them in the report to the Planning Advisory Committee.

Thanks for reaching out. Please let me know if you have any further comments or questions.

From: Keith Pottie
To: Mark Fredericks
Sept 20, 2023

Hello,

As a resident of Macleod court I have many concerns with the development which someone is looking to have move forward. The community is a small, and quiet country setting which will be destroyed by this development moving forward. We have a gravel road which already needs to be repaired 2-3 times a year from traffic of 17 homes. We have no street lights or sidewalks. We do not have basic community amenities which I assumed I am being taxed for. The water pressure is decreased and I have already had Public works tell me the system cannot handle the homes it has and someone thinks it's a good idea to vastly increase the population of the area. There's 99 homes between Macleod court and Panuke road. This developer wants to put in 26 residential properties along with 27 townhouses. We do not have the infrastructure for the population to grow by 50 percent or more. All this is going to do is drive up taxes in a low income area which already has taxes far higher than amenities which are being supplied. You also need to look at the school system and area in general. TMPDS is at capacity already and cannot handle the increase. Panuke road homes several commercial quarries which sees several hundred trucks a day which damage the roads, bridge and is unsafe for people to walk on without sidewalks. I have witness busses, vehicles and pedestrians almost hit several times.

MacLeod is not a place where this development should be and someone's greed is going to ruin a peaceful home for many. Someone from the council needs to step up and look at what is not in place and not allow this to move forward without proper planning. In the Public Information Meeting it was made clear that things were going to evaluate but greed should not supersede current residents well being and safety. Fix the roads properly (paving and grading), replace the bridge with steel/concrete and not wood, replace the old water lines, install sidewalks, install street lights and give the current residents the items they deserve before moving forward with a greedy developer. This is not the place and the community does not support this. Thank you.

Keith Pottie

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From: Mark Fredericks
To: Keith Pottie
Sept 28, 2023

Hi Keith,

Thanks for reaching out. We are working with the provincial road authorities and municipal public works who will both need to have their requirements met. This includes paving of MacLeod Court and ensuring the adequate supply of water and sewer services with any system upgrades if necessary.

We have captured your comments and will include them in the report to the Planning Advisory Committee who will make a recommendation to Municipal Council on this decision in the coming months.

Thanks again