West Hants
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WEST HANTS REGIONAL MUNICIPALITY REPORT

Information☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Will Hong, Senior Planner

Date: October 27, 2026

Subject: Development Agreement: 172, 184 and 194 King St, Windsor (PIDs 45057817, 45057825, and 45057833); File # 26-11A

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommend that Council forward a positive recommendation by passing the following motions:

… that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow the adaptive reuse of the existing buildings as a place of worship and for associated institutional uses on King Street (PIDs 45057817, 45057825, and 45057833), which is substantively the same as the draft set out in Attachment B of the report File #26-11 to the Planning and Heritage Advisory Committee dated October 8, 2026.

… that Council require that the development agreement with New Hope Wesleyan Church 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 ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received from Jason Parker of New Hope Wesleyan Church on June 15, 2026. The application is to consider entering into a development agreement on 172, 184 and 194 King St (PIDs 45057817, 45057825, and 45057833) in Windsor to allow the adaptive reuse of the existing buildings as a place of worship and for associated institutional uses. The subject lots were previously occupied by Lindsay Windsor Funeral Home, which closed in 2024. The existing buildings have remained vacant since then.

DISCUSSION

Staff held a Public Information Meeting (PIM) on July 7 to introduce the proposal and receive comments. Following the PIM, the comment period was open until July 21, and during this period staff received one written submission who shared concerns around traffic, parking, and pedestrian safety.

On October 8, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). During the meeting, the Committee sought clarification regarding the buffering requirements and discussed potential traffic impacts, future parking needs associated with potential congregation growth, and the benefits of building adaptations and incorporating residential units into the development. During the meeting the PAC/HAC recommended in favour of the application.

NEXT STEPS

The process for this application is as follows:

Process

Public Information Meeting – July 7

▼

Staff Review

▼

PAC/HAC Review and Recommendation – October 8

▼

Regional Council First Reading – October 27

▼

Public Hearing & Second Reading – November 24*

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*Final dates are set by Council

FINANCIAL IMPLICATIONS

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

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

In the review of the proposed development agreement staff identified the following aspects:

- The conversion of existing building on 184 King Street into dedicated housing for disabled families help promote equity and accessibility by addressing housing needs for vulnerable population within the community.
- The adaptive reuse of 194 King Street as a place of worship provides an opportunity to enhance the building to modern building code standard for accessibility improvement.

ENVIRONMENTAL CONSIDERATIONS

The Municipal Climate Change Action Plan Costal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lots. Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

ALTERNATIVES

In response to this application, Council may:

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

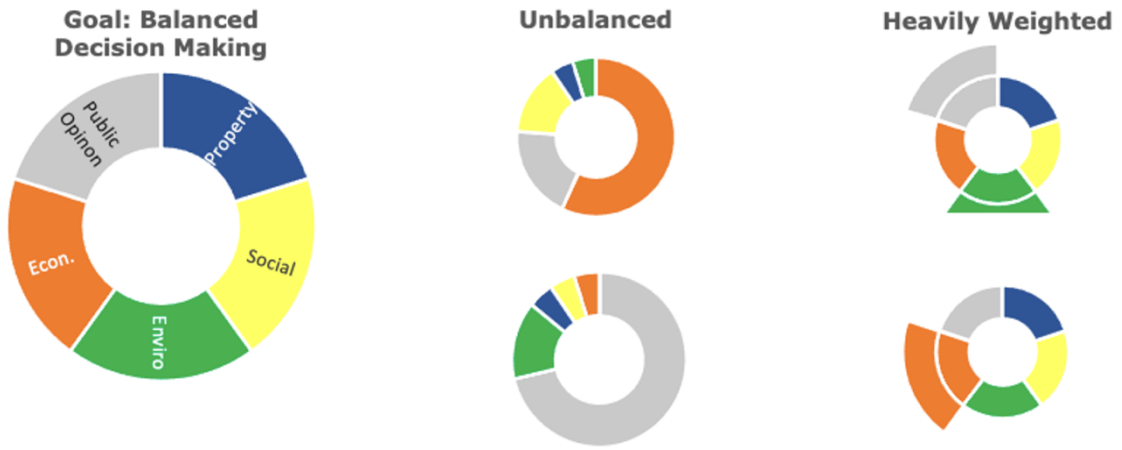
ATTACHMENTS

Appendix A 2026-10-08 Staff Report - Development Agreement: 172, 184 and 194 King St, Windsor (PIDs 45057817, 45057825, and 45057833); File # 26-11

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Council has been provided with a reference taken from the Meeting and Committee Procedural Policy , Appendix C "Decision Making by Council and Committee of the Whole" as a reminder of the principles highlighted for good decision making.



Report Prepared by: _____

Will Hong, Senior Planner

Report Reviewed by: _____

Sara Poirier, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A 2026-10-08 Staff Report - Development Agreement: 172, 184 and 194 King St, Windsor (PIDs 45057817, 45057825, and 45057833); File # 26-11

West Hants
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WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Will Hong, Senior Planner

Date: October 8, 2026

Subject: Development Agreement: 172, 184 and 194 King St, Windsor (PIDs 45057817, 45057825, and 45057833); File # 26-11

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

…that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow the adaptive reuse of the existing buildings as a place of worship and for associated institutional uses on King Street (PIDs 45057817, 45057825, and 45057833), which is substantively the same as the draft set out in Attachment B of the report File #26-11 to the Planning and Heritage Advisory Committee dated October 8, 2026.

…that PAC/HAC recommends that Council require that the development agreement with New Hope Wesleyan Church 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 ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received from Jason Parker of New Hope Wesleyan Church on June 15, 2026. The application is to consider entering into a development agreement on 172, 184 and 194 King St (PIDs 45057817, 45057825, and 45057833) in Windsor to allow the adaptive reuse of the existing buildings as a place of worship and for associated institutional uses. The subject lots were previously occupied by Lindsay Windsor Funeral Home, which has been closed in 2024. The existing buildings have remained vacant since then.

DISCUSSION

This application encompasses three individual parcels and has a combined lot area of 2057 sq.m (22,142 sq ft), which all abut King Street in Windsor. The subject lots are designated Town Centre on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS), and zoned Town Centre (TC) on the Zoning Map of the Windsor Land Use By-law (WLUB). They are also located within the Windsor Architectural Control District, which requires any new structures and additions to meet architectural guidelines provided in the Architectural Design Manual.

Surrounding Context

Surrounding properties along the south side of King Street are primarily designated Town Centre and zoned Town Centre (TC). Neighbouring properties to the north are predominantly designed Residential and zoned Medium Density Residential (R-2). Uses on surrounding properties consist of various commercial uses, residential, institutional buildings, and open field.

Proposed Development

New Hope Wesleyan Church proposes to adaptively reuse of the existing buildings as a place of worship and for related institutional uses, relocating their Windsor campus at this new location. Major aspects of the proposal are as follows:

1. Adaptively reuse the existing building at 194 King Street as a place of worship with associated office space;
2. Adaptively reuse the existing building at 184 King Street as residences operated by the church for two disabled families in the community; and
3. The existing parking lot at 172 King Street will remain unchanged and will continue to be accessed via the existing driveway via King Street.

Summary of the Draft Development Agreement

The draft development agreement has been attached as Appendix B to this report. The main contents of the draft development agreement are as follows:

- Enables the adaptive reuse of the buildings as a place of worship and associated institutional uses;
- Establishes hours of operation for the Institutional uses;
- Establishes vegetive buffer or opaque fence along the lot lines abutting residential properties; and
- Establishes architectural design requirements for any future additions or building alterations.

Planning Documents Review

For Council to be able to consider a development agreement, the Municipal Government Act (MGA) requires that this ability be set out in both Municipal Planning Strategy and Land Use By-law.

Section 6.1 of the WLUB states that:

> *6.1 The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*
>
> *(n)* ***new institutional uses in any designation*** *in accordance with Policy 11.1.4 of the Municipal Planning Strategy;*

Windsor Municipal Planning Strategy establishes Council's long-term vision to guide the future development within the community. Specifically, Policy 11.1.4 allows Council to consider new institutional uses in any designation by development agreement. This policy also outlines the criteria that Council must be satisfied, which are examined in detail in Attachment A.

In summary, the proposal meets the criteria contained in Policy 11.1.4 as:

- The proposed use does not conflict with neighbouring uses;
- No new structures are being proposed, as the subject lots are within the Windsor Architectural Control District; and
- The subject lots front on King Street, which is classified as an arterial road under the WMPS.

The proposed development must also meet the general criteria for development agreements set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment A. In summary, the proposal meets the criteria as:

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

Public Engagement

A public information meeting was held on July 7, 2026. A total of eight members of the public joined the meeting, with three members of the public spoke in the meeting and provided comments regarding traffic concerns and sought clarification on hours of operation. Following the meeting, there was also a public comments period that concluded at noon of July 21, 2026. During this time, staff received one written submission who shared concerns around traffic, parking, and pedestrian safety. A detailed response to these concerns can be found in Policy Summary section in Attachment A. The summary of the public information meeting, along with received correspondence, is included in Attachment C.

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

In the review of the proposed amendments staff identified the following aspects:

- The coversion of existing building on 184 King Street into dedicated housing for disabled familes help promote equity and accessibility by addressing housing needs for vulnerable population within the communty.
- The adaptive reuse of 194 King Street as a place of worship provides an opportunity to enhance the building to modern building code standard for accessibility improvement.

ENVIRONMENTAL CONSIDERATIONS

The Municipal Climate Change Action Plan Costal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lots. 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 WMPS and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to enter into a development agreement to allow the adaptive reuse of the existing buildings as a place of worship and for associated institutional uses on PIDs 45057817, 45057825, and 45057833.

Process

Public Information Meeting – July 7

▼

Staff Review

▼

PAC/HAC Review and Recommendation – October 8

▼

Regional Council First Reading – October 27*

▼

Public Hearing & Second Reading – November 24*

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*final dates are set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to this application, PAC/HAC may:

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

ATTACHMENTS

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

Report Prepared by: _____

Will Hong, Senior Planner

Report Approved by: _____

Alex Dunphy, Manager of Planning

Figure 1 **Windsor GFLUM Extract**

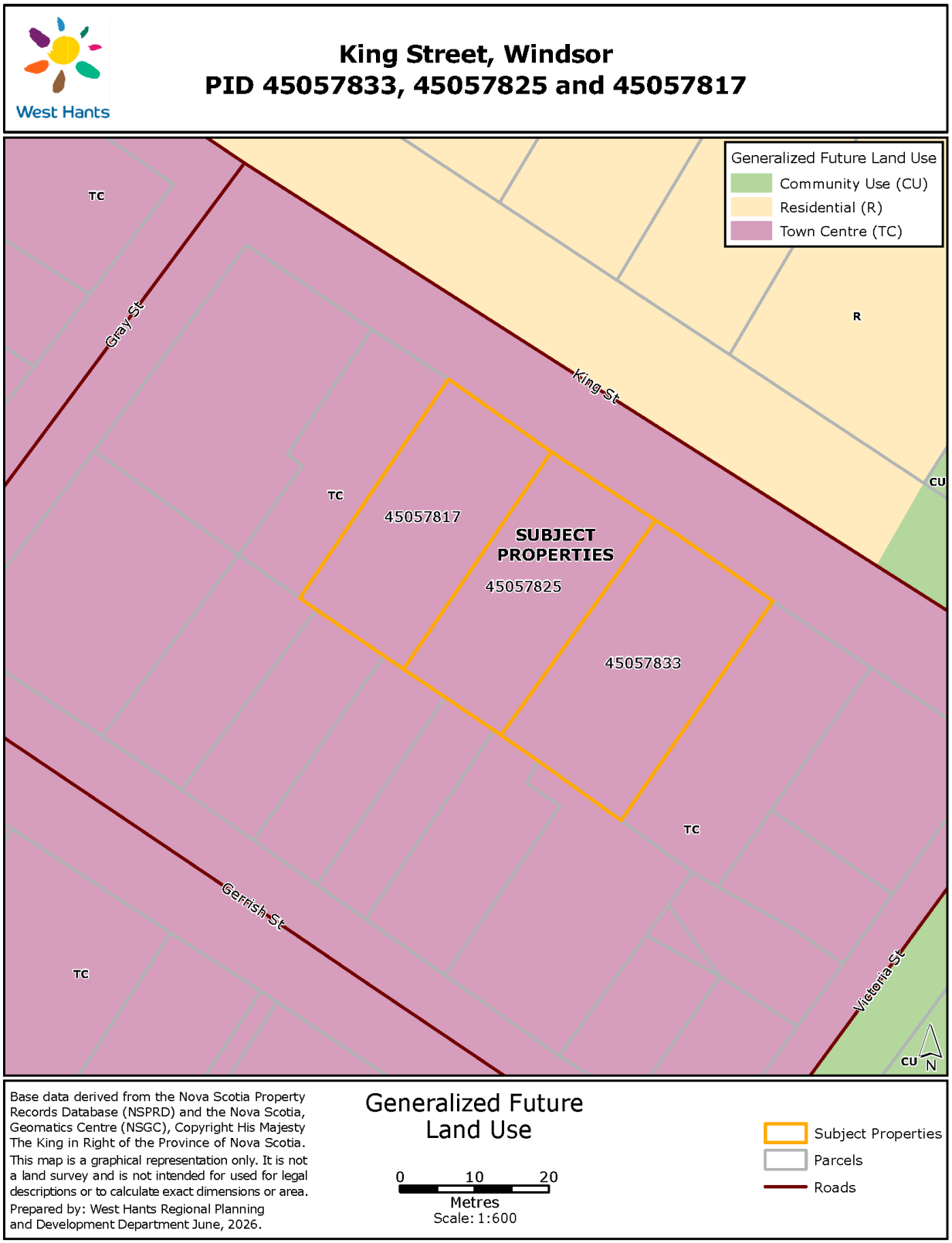
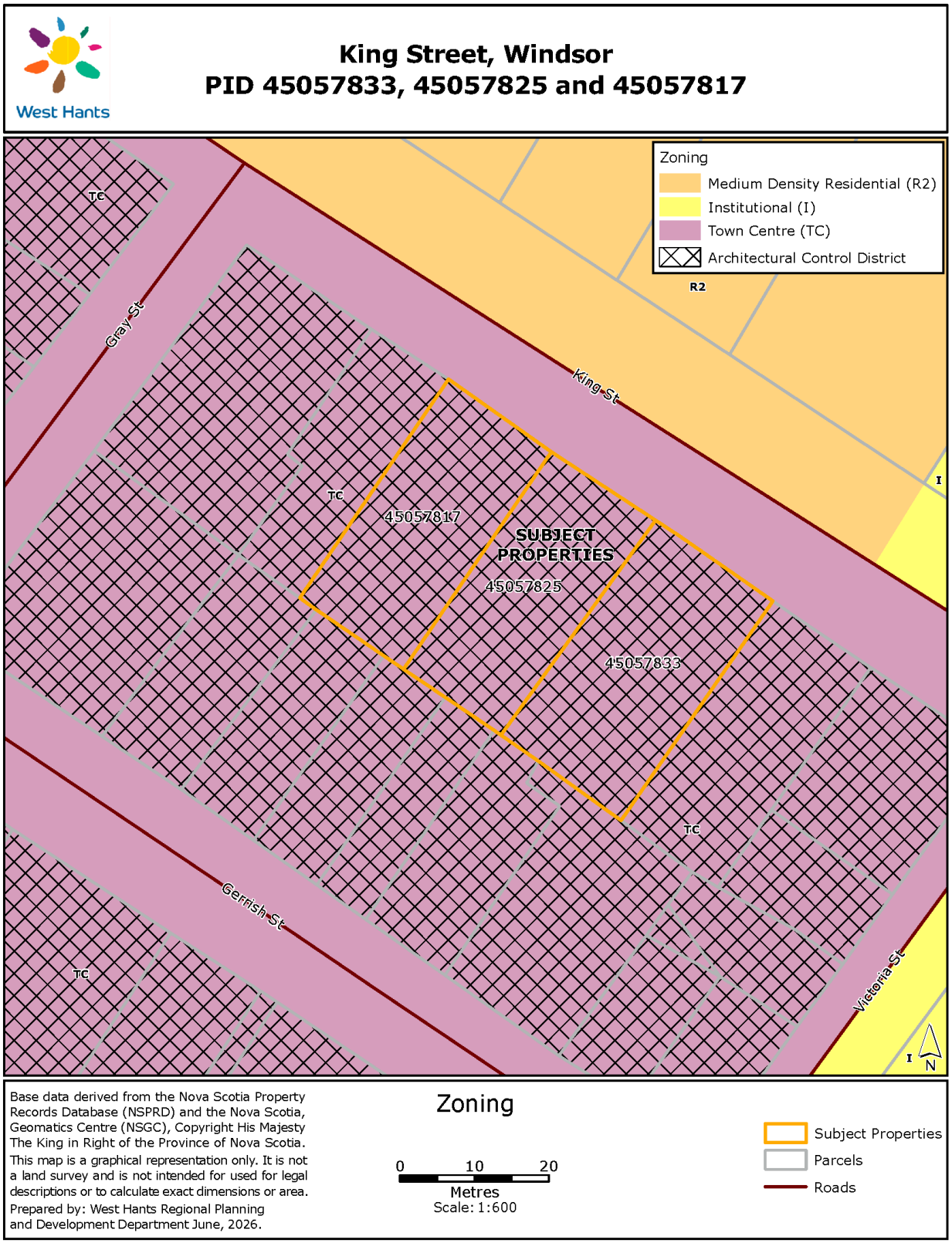


Figure 2 **Windsor Zoning Map Extract**



Attachment A – Policy Summary for Development Agreement

Policy 11.1.4 *It shall be the policy of Council to consider new institutional uses in any designation by development agreement subject to the following:*	
(a) the proposed use will not conflict with neighbouring uses;	Neighboring uses are primarily residential on King Street with some commercial to the rear on Gerrish Street. Institutional uses are also present in the neighborhood. The Manager of Development Control Services had no concerns regarding conflict with neighboring uses.
(b) the noise and traffic generation of the proposed use is not excessive in relation to the existing development pattern of the area;	The Municipal Traffic Authority had no concerns regarding the noise and traffic generation of the proposed use in relation to the existing development pattern of the area.
(c) the use fronts on an arterial or collector road or on a street which has direct access to an arterial or collector road;	According to the Map 2 Transportation of the Windsor Municipal Planning Strategy, King Street is classified as an arterial road.
(d) the development is served by municipal water and sewer services;	The Municipal Project Engineer had confirmed that the subject lots are served by both municipal water and sewer services.
(e) any structure will be architecturally compatible with neighbouring structures and if the proposed development is located in an Architectural Design Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;	As noted in the report, the subject lots are within the Windsor Architectural Control District; however, there are no new buildings or structures as part of this application. The applicant intends to adaptively reuse the existing structures without altering the exterior appearance. The proposed development agreement also addresses the compliance of Architectural Design Manual in the event of building expansion or new structures.
(f) adequate open space, landscaping, buffering and separation distances will be provided;	The proposed development agreement establishes requirements regarding buffering/screening to satisfy this criterion.
(g) any other matter which may be addressed by development agreement; and	The proposed development also addresses other matters such as hours of operation.
(h) the provisions of Policy 16.3.1.	See below.

Policy 16.3.1 *In considering development agreements and amendments to the Town of Windsor Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*	
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer had no concerns with the adequacy of sewer and water services based on the proposed use.
(ii) the adequacy of school facilities;	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated they "have capacity for growth in the area noted", adding that they "would always make more space available if needed."
(iii) the adequacy of fire protection;	The Manager of Building and Fire Inspection Services and local Fire Chief had no concerns regarding the adequacy of fire protection.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Municipal Traffic Authority had no concerns regarding the adequacy of road networks adjacent to or leading to the development, based on the proposed amendments.
(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding the proposed development.
(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Municipal Traffic Authority had no concerns regarding the suitability with of vehicle traffic, based on the proposed amendments. There is no active rail transportation in the vicinity. In terms of pedestrian traffic movement, there are sidewalks on both sides of King Street.

(c) the adequacy of the dimensions and shape of the lot for the intended use;	The Manager of Development Control Services had no concerns regarding the adequacy of the dimensions and shape of the lot, based on the proposed amendments.
(d) the pattern of development which the proposal might create;	The Manager of Development Control Services had no concerns regarding the pattern of development, based on the proposed use shares some similarity with the previous use and given another existing place of worship is present in the area.
(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;	The subject lots are relatively flat. Since the proposed development reuses the existing buildings, the Municipal Project Engineer commented that no stormwater management plan is required. In addition, the Municipal Climate Change Action Plan Costal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lots. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and	All Municipal, Provincial, and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	All relevant matters have been addressed in this report.

Attachment B – Draft Amending Development Agreement

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2026.

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 -

NEW HOPE WESLEYAN CHURCH, a registered charity, with its head office at 7054 Highway 12, Kentville, in Kings County, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands located at 172 King Street (PID 45057817), 184 King Street (PID 45057825), and 194 King Street (PID 45057833), hereinafter referred to as the "Property", which said lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Town Centre on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy and zoned Town Centre (TC) on the Zoning Map of the Windsor Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit the adaptive reuse of the existing buildings as a place of worship and for associated institutional and residential uses on the Property (the "Development"); and

WHEREAS Policy 11.1.4 of the Windsor Municipal Planning Strategy and Section 6.1 (n) of the Windsor Land Use By-law enable Council to consider entering into a development agreement to allow new institutional uses in any designation; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2026, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

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

(a) "Commencement" means the date the Owner begins construction or renovation on the Development within this Agreement as permitted by an issued development and building permit.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A – Legal Description

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

(a) *Windsor Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;

(b) *Windsor Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;

(c) *Windsor Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

(i) those uses permitted by the underlying zoning in the applicable Land Use By-law; and

(ii) Places of worship and associated accessory use; and

(iii) Residential dwelling operated by the places of worship;

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

2.2 Development Location and Design

(a) The Development shall adaptively re-use the existing buildings or structures on the Property for uses in accordance with Section 2.1.

(b) In the event that the Development involves the alteration of exterior appearance of existing buildings, construction of new additions or buildings on the Property, the architectural design shall comply with Schedule D of the Windsor Land Use By-law - Windsor Architectural Design Manual, as may be amended from time to time.

(c) For the purposes of this section (b), the siting and built form requirements applicable to new buildings dedicated to the uses listed in Section 2.1(ii) shall be in accordance with the Institutional (I) zone provisions of the Windsor Land Use By-law. All other uses listed in Section 2.1 shall be subject to the requirements of the underlying zone.

(d) The Owner shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Hours of Operation

The hours of operation for the institutional uses within this Development shall be limited to between 6:00 a.m. and 9:00 p.m. daily. Occasional special events, worship services, youth events, prayer initiatives, conferences, and other church-related activities may occur outside these hours, provided that such activities are occasional in nature and do not create unreasonable noise, traffic, lighting, or other nuisance impacts on neighbouring properties.

2.4 Access and Egress

(a) The Owner shall maintain the existing driveways in the Development.

(b) The vehicular entrance and exit shall be clearly demarcated and paved.

(c) The Owner agrees that it will seek and obtain approval in writing from the applicable municipal road authority before any other driveways from the Development are connected to King Street or any other public road.

2.5 Parking Requirements

(a) Parking shall be provided in accordance with the requirements of Section 5.25 of the Windsor Land Use By-law.

(b) Each required parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.10 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m.) wide.

(c) The parking spaces and aisles 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) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.17, *Variance*, of this Agreement.

2.6 Fire Safety

All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 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) Snow Plowing

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

2.8 Buffering

(a) A buffer strip shall be provided along any lot line abutting an existing residential use for the purpose of being a visual buffer from the parking areas, traffic movement, garbage areas, and loading areas.

(b) The buffer required in (a) shall contain:

(i) a mix of local species of coniferous trees a minimum of 20 ft. wide. At planting, each tree shall have a diameter of at least 2 in. measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft.; or

(ii) a hedge of a variety of coniferous shrubs a minimum of 20 ft. wide, each of which will reach over 6 ft. in height at maturity; or

(iii) a berm which is a minimum of 6 ft. in height to buffer the abutting property; or

(iv) a wall or an opaque fence which is a minimum of 5 ft. in height to provide a visual buffer to the abutting property; or

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

(c) Pedestrian walkways or permitted driveways are permitted to cross buffer strips.

2.9 Open Storage

No open storage shall be permitted on the Property. Open Display is permitted.

2.10 Maintenance

The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, pedestrian walkways, emergency access routes, recreation space, fences, lawns, trees, shrubs, and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

2.11 Signs and Lighting

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

2.12 Subdivision

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

2.13 Variance

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

(i) minimum lot area and frontage;
(ii) minimum required yard dimensions; and
(iii) number of parking spaces required.

PART 3 CHANGES AND DISCHARGE

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

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be approved in writing by the Development Officer without a public hearing, in accordance with Section 230 of the *Municipal Government Act*, provided that the Development Officer determines that the changes do not significantly alter the intended effect of this Agreement.

3.3 The following matters are substantive matters:

(a) the uses permitted on the Property as listed in Section 2.1;
(b) the architectural design requirements as listed in Section 2.2 (b); and
(c) the fire safety requirements listed in Section 2.6.

3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act.*

3.6 Notice of Intent to Discharge this Agreement in whole or in part may be given by the Municipality to the Owner following a resolution of Council to give such Notice:

(a) as provided for in this Agreement; or

(b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

(c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.7 Council may discharge this Agreement in whole or in part 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Owner begins renovation on the Development within this Agreement as permitted by an issued development and/or building permit.

4.2 Material to be Provided

(a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.

(b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Windsor Land Use By-laws and Subdivision By-laws to the extent expressly varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

(a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

(b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

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

5.4 Municipal Responsibility

(a) The Municipality does not make any representations to the Owner about the suitability of the Property for the Development proposed by this Agreement. The Owner assumes all risks and must ensure that any proposed Development complies with this Agreement and all other laws pertaining to the Development.

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

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner have 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 Navid Saberi at 51 Supreme Court, Unit 2, Halifax, Nova Scotia, B3N 0G1, or at any other address provided in writing or email 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, Nova Scotia, B0N 2T0, or at any successor address provided in writing or email 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	**) WEST HANTS REGIONAL**
In the presence of:	**) MUNICIPALITY**
	)
	)
	)
_____	Per: _____
Witness	) Mark Phillips, Chief Administrative Officer
	)

	)
	)
_____	) Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)
	)
	)
	) NEW HOPE WESLEYAN CHURCH
	)
	)
	)
_____	Per:_____
Witness	) Name, Title

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2026, 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. 2026, 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, Navid Saberi, 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 _____, 2026
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, Name, Nova Scotia, make oath and say that:

1. I, Name, of **NEW HOPE WESLEYAN CHURCH** 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 _____, 2026
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

Name, Title

Schedule A

Legal Description – PID 45057817

ALL that lot of land in Windsor, in the County of Hants and bounded and described as follows:

BEGINNING at a stake on the south side of King Street in the Town of Windsor at the north-eastern corner of lands of J.C. Shand;

THENCE running in a southerly direction along a board fence 114 feet and 8 inches along said J.C. Shands line to a stake at the corner of a fence;

THENCE easterly along a board fence 55 feet and 4 inches more or less;

THENCE north along a fence at the west side of the alley-way 115 feet and 4 inches more or less to King Street;

THENCE westerly along King Street 56 feet and 8 inches more or less to the place of beginning, being the western part of property belonging to the late John M. Card.

*** 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: 1924
Book: 138 Page: 540 Document Number: 277

Legal Description – PID 45057825

ALL that certain lot of land and premises situate, lying and being at on the Windsor, in the County of Hants, Province of Nova Scotia, said lands being more particularly bounded and described as follows:

BEGINNING at the southeastern boundary line of a lot of land belonging to W. Arthur Smith of Windsor, aforesaid, Blacksmith, and running along King Street in a southeasterly direction 54 feet 6 inches to the land owned by Jane T. Graham;

THENCE in a southwesterly direction along Jane T. Grahams land until it reaches the boundary line of a lot of land owned by Joshua H. Smith;

THENCE northwesterly along the line of Joshua H. Smiths land 54 feet and 6 inches to the line of W. Arthur Smiths lot to King Street aforesaid;

THENCE along the line of W. Arthur Smiths lot to King Street aforesaid, the place of beginning.

SUBJECT TO an Easement Agreement from R. Dewar Lindsay and Helen L. Lindsay to R.D. Lindsay Windsor Funeral Homes Limited dated February 28, 1997 and recorded at the Registry of Deeds for the County of Hants on the 17th day of March, 1997 in Book 803, at Page 221, as Document #: 1652.

SUBJECT TO a Boundary Agreement between R.D. Lindsay Windsor Funeral Homes Limited, R. Dewar Lindsay and Helen Lindsay, R.D. Holmes (1976) Limited, Norman Bruce Regan and Debra Lynn Regan and Michael Lydon and Eileen Lydon dated the 12th day of October, 1993 and recorded at the Registry of Deeds for the County of Hants on the 19th day of October, 1993 in Book 710, at Page 705, as Document #: 5768.

*** 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: 1972
Book: 300 Page: 200 Document Number: 3950

Legal Description – PID 45057833

ALL the following described lot of land and premises; situate, lying and being on the Southwestern side of King Street in the Town of Windsor, bounded and described as follows:

BEGINNING on said King Street at the Northwestern side line of the Methodist Mission House property (so called);

THENCE running Northwesterly along said King Street 64 feet;

THENCE Southwesterly 119 feet or to the rear line of the lot under description to a point 57 feet 02 inches from the said side line of the said Mission House property;

THENCE Southeasterly long the rear line of the property therein described 57 feet 02 inches to the line of the said Mission House;

THENCE Northeasterly along the said line of the Mission House property 119 feet to the place of beginning (The above property being so described in a Deed from Mary M. Graham to B. Stuart Barns dated October A.D., 1928 and recorded at the office of the Registrar of Deeds at Windsor in Book 146 page 543.

TOGETHER WITH an Easement Agreement from R.D. Lindsay Windsor Funeral Homes Limited to R. Dewar Lindsay and Helen L. Lindsay dated February 28, 1997 and recorded at the Registry of Deeds for the County of Hants on the 17th day of March, 1997 in Book 803, at Page 221, as Document Number 1652.

SUBJECT TO a Boundary Agreement between R.D. Lindsay Windsor Funeral Homes Limited, R. Dewar Lindsay and Helen Lindsay, R.D. Holmes (1976) Limited, Norman Bruce Regan and Debra Lynn Regan and Michael Lydon and Eileen Lydon dated the 12th day of October, 1993 and

recorded at the Registry of Deeds for the County of Hants on the 19th day of October, 1993 in Book 710, at Page 705, as Document #: 5768.

*** 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: 1982

Book: 433 Page: 388 Document Number: 500885211

Attachment C – Public Information Meeting Notes

July 7, 2026

Development Agreement Application: 172, 184, and 194 King Street, Windsor (PIDs 45057817, 45057825 and 45057833); File # 26-11

Meeting date and time	A Public Information Meeting was held on July 7, 2026, beginning at 6:07 p.m. The meeting was broadcast live on the Municipal YouTube Channel.
Attending	In attendance for the meeting: One (1) Chair: • Councillor Jim Ivey (District 11) Two (2) Councillors: • Councillor Paul Wheadon (District 4) • Councillor Bonnie Smith (District 10) Four (4) members of staff: • CAO Mark Phillips • Senior Planner Alex Dunphy • Planner Will Hong • Planning Assistant Vanessa Lake Approximately 21 members of the public.
Applicant Jason Parker and Carolina Parker, New Hope Windsor **Property** 172, 184, and 194 King Street, Windsor (PIDs 45057817, 45057825 and 45057833)	Planner Hong outlined the application to consider a development agreement to permit the adaptive reuse of the existing buildings as a place of worship and associated institutional uses. The applicant, Jason Parker, made a presentation on the proposal.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between July 7-21, 2026. Staff receive one email submission during the comment period. 3 members of the public spoke during the Public Information Meeting. Applicant and staff responses are shown in purple. • Mike Haverstock asked about the planning process and cumulative traffic impact as he hopes to maintain the feel of the neighbourhood.

	Will responded that planning staff will consult with the subject matter experts regarding traffic. This is the very first step and a thorough review has not been completed. Alex added that the Municipal traffic authority assesses traffic impact on a case-by-case basis, however the cumulative traffic impact is used for Public Works capital planning. • Mike Haverstock asked if there would be other uses similar to the Harvest House. Jason responded that the uses would be similar but distinctly different. The intent is for a church, not specific outreach like the Harvest House. • Joanna Gould-Thorpe asked about the 24/7 access mentioned in the applicants presentation and whether there was an intent to have any overnight uses such as a warming centre. Jason responded that there is no intent to operate a warming centre as major renovations would be needed for that. The main uses would be church on Sunday, youth groups on the weekdays, and there will be residence on site for specific tenants. • Holly Turner mentioned that King Street is very busy and there are already traffic safety and parking concerns as-is. She worries about the potential increases in these issues.
Adjournment	The Public Information Meeting was adjourned at approximately 6:31 p.m.

Public Email Responses Submitted for the PIM

Public email responses submitted during the comment period are listed below. Staff responses are included in purple.

July 21, 2026

From: Mike Haverstock

To: Sara Poirier

Hi Sara,

I participated in the Public Information Meeting re: Development Agreement Application: 172, 184, and 194 King Street, Windsor (PIDs 45057817, 45057825 and 45057833) and have been meaning to email you my detailed comments. Unfortunately, I've run out of time, so my main point is below. I could have articulated my comments better at the meeting but hopefully they are taken under consideration.

Main point: I am for responsible development to meet the community needs and to strengthen the Municipality but the Municipality needs to take a better individual and cumulative lense on development agreements such as this, particularly with respect to the impact on traffic, parking, pedestrian safety, and sewage and storm services. I've attended a few other development agreements and simply disagree with the Municipalities assessments based on my lived experience on King Street. Dangerous walking for my family and kids taking the bus (new crossing lights noted, thanks), flooding, sewage backups, obstructed driving, blocked driveways, speeding, delayed/dangerous exit King St. at times ... I've filed police complaints and spoken to my councillor. These developments will only exasperate the issues, so any agreement should be paired with short- and long-term mitigation measures communicated to the public. Some simple, low cost measures can be taken immediately - parking lines near crosswalks and select driveways, speed readers, increased enforcement. Using the development agreement as leverage to achieve some of these measures should be considered. Planning for large mitigation measures (traffic lights, turning lanes, one-way traffic, roundabout (or reserving land for future roundabouts)) should be considered.

For this development specifically, I'm not too concerned as it doesn't sound too different from the Funeral Home IF the bible school remains as small as proposed. I'd just want to make sure the agreement limits on-site outreach, as these activities are already undertaken at Harvest House and the POSSE project on King St. While the broader need for these services is recognized, additional institutional uses in this area could further impact residents, downtown, and surrounding areas used as encampments. Concerns regarding encampments, litter, broken glass, needles have been expressed to the Municipality - I just phoned the RCMP earlier this month to clean-up a bunch of needles and condoms at Pisiquid Park. Day-care outings have been regularly impacted. People stopped using public trails and spaces. I understand these developments might not all move forward at the same time or at all and that their tax revenue is needed to achieve the mitigation measures. There just needs to be a plan communicated to the public. I think the development meeting is the ideal place but staff were not able to communicate anything but the most general process.

I hope these comments aren't dismissed as "Not in my back yard (NIMBY)" comments. At the meeting it sometimes sounded like residents just venting, sometimes about minor events outside the Municipalities control. Further, I hope my comments aren't considered isolated. It is a challenge for young working families like mine to participate in the municipal process - I know there are lots of comments like mine out there.

Thank you,

Mike Haverstock

July 22, 2026

From: Sara Poirier

To: Mike Haverstock

Good morning, Mike,

Thank you for reaching out and providing your comments at the public information meeting and via email on this application. Your comments will be provided to the applicant as well as included in the file for consideration by staff, and added to the staff report for consideration by the Planning and Heritage Advisory Committee and Council.

All the best,

Sara