



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Will Hong, Planner

Date: September 23, 2025

Subject: Development Agreement: PID 45053220, King Street, Windsor; File#25-15A

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

To allow the requested development, staff recommend that the Council forward a positive recommendation by passing the following motions:

... Council gives First Reading and holds a Public Hearing to consider entering into a development agreement to allow for a new multiple unit residential building at PID 45053220 on King Street, Windsor in a manner substantively the same as the draft set out in Attachment C of the report File #25-15 to the Planning and Heritage Advisory Committee report dated September 11, 2025; and

... that Council requires that the development agreement with Matthew Moore 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 ☐
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A completed application was received from UPLAND Planning Design Studio on behalf of Pinnacle Construction Ltd. on April 3, 2025. The application was to consider permitting a new apartment building on a vacant property at PID 45053220 on King Street, Windsor.

The subject lot PID 45053220 is a 1.67-acre of land designated Residential on the Windsor Generalized Future Land Use Map (GFLUM) and zoned General Commercial (GC) on Schedule A of the Windsor Land Use By-law (WLUB). This parcel is currently a vacant lot with road frontage on King Street.

This property is surrounded by a mix of commercial and residential uses, with zoning ranging from Single Unit Residential (R-1) to High Density Residential (R-4) under the former WLUB. One adjacent property, designated Community Use and zoned Institutional (I), is the Dykeland Lodge long-term care facility, which directly borders the rear of the subject lot. There is also a one-storey, 12-unit grouped dwelling located directly across from the subject lot. In addition, a separate developer recently completed a three-storey, 24-unit apartment building on the opposite side of King Street, also across from the subject property.

The proposed development is part of the provincial Land for Housing program, through which the land was provided by the province at a discounted price to a selected developer in exchange for a commitment to include a certain number of affordable housing units within the development. The major aspects of the proposal are as follows:

- Apply a development agreement to allow an apartment building containing 72 dwelling units;
- A total of 4-storey above grade with one additional basement level;
- A minimum of 72 outdoor parking spaces; and
- 25 percent of 72 dwelling units will be offered as affordable housing for a 25-year period in agreement with the Province of Nova Scotia under the Provincial Land for Housing Program.

DISCUSSION

A Public Information Meeting was held on June 4, 2025. During the meeting, members of the public asked detailed questions regarding the proposal and shared concerns about traffic

congestion, compatibility with the surrounding neighborhoods, and potential loss of natural green space and trees.

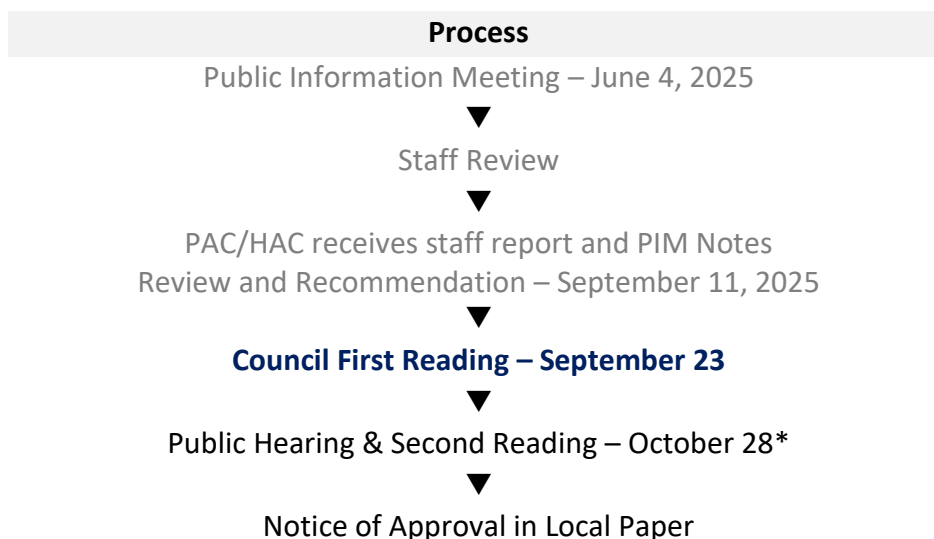
On September 11, 2025, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The PAC/HAC provided both positive and constructive feedback. A primary concern was the adequacy of accessible parking, with several members suggesting that a single space may be insufficient compared to the requirements outlined in the Nova Scotia Built Environment Accessibility Standard Regulations or the Canadian Standards Association, which recommend 2–4 accessible parking spaces for this type of development. The PAC/HAC also sought some clarifications and discussed tree replacement clause in the draft development agreement. During the meeting the PAC/HAC recommended in favour of the application.

Following the PAC/HAC meeting, staff confirmed a discrepancy between the Windsor Land Use By-law and the Nova Scotia Building Code regarding accessible parking space requirements. Under the current WLUB, one accessible parking space is required for every 100 parking spaces provided, whereas the Nova Scotia Building Code mandates four accessible parking spaces for the development of this type. Since the development agreement will not exempt the developer from complying with any Provincial regulations in force, the developer will be required to meet the higher standard set by the Nova Scotia Building Code. Accordingly, four accessible parking spaces must be accommodated at the permitting stage.

Staff are working with the developer to update the final draft development agreement to reflect this change.

NEXT STEPS

The anticipated 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:

- 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.

APPDENIX

Appendix A 2025-09-11 Staff Report - Development Agreement: PID 45053220, King Street, Windsor; File#25-15

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____

Will Hong, Planner

Report Approved by: _____

Kari Fougere, Acting Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

**Appendix A – 2025-09-11 Staff Report - Development Agreement: PID 45053220, King Street,
Windsor; File#25-15**



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Will Hong, Planner

Date: September 11, 2025

Subject: File#25-15 Development Agreement: PID 45053220, King Street, Windsor

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommend 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 for a new multiple unit residential building at PID 45053220 on King Street, Windsor in a manner substantively the same as the draft set out in Attachment C of the report File #25-15 to the Planning and Heritage Advisory Committee report dated September 11, 2025.

...that PAC/HAC recommends that Council require that the development agreement with Pinnacle Construction Ltd. 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 ☐
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A completed application was received from UPLAND Planning Design Studio on behalf of Pinnacle Construction Ltd. on April 3, 2025. The application was to consider permitting a new apartment building on a vacant property at PID 45053220 on King Street, Windsor.

The subject lot PID 45053220 is a 1.67-acre of land designated Residential on the Windsor Generalized Future Land Use Map (GFLUM) (Figure 1) and zoned General Commercial (GC) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2). This parcel is currently a vacant lot with road frontage on King Street.

It is worth noting that the subject lot is currently owned by the Province of Nova Scotia, and the Developer is in the process of acquiring the subject property under the Provincial Land for Housing program to build a portion of affordable housing units within the Development. Staff have confirmed with the province that obtaining municipal approval would be considered an important step towards the transfer of ownership between the province and the Developer.

This property is surrounded by a mix of commercial and residential uses, with zoning ranging from Single Unit Residential (R-1) to High Density Residential (R-4) under the former WLUB. One adjacent property, designated Community Use and zoned Institutional (I), is the Dykeland Lodge long-term care facility, which directly borders the rear of the subject lot. There is also a one-storey, 12-unit grouped dwelling located directly across from the subject lot. In addition, a separate developer recently completed a three-storey, 24-unit apartment building on the opposite side of King Street, also across from the subject property.

The applicant proposes to construct a multiple unit residential building on the noted land. The major aspects of the proposal are as follows:

- Apply a development agreement to allow an apartment building containing 72 dwelling units;
- A total of 4-storey above grade with one additional basement level;
- A minimum of 72 outdoor parking spaces; and
- 25 percent of the 72 dwelling units will be offered as affordable housing for a 25-year period in agreement with the Province of Nova Scotia under the Provincial Land for Housing Program.

DISCUSSION

Staff have reviewed the proposal in relation to all applicable policies and advise that it is reasonably consistent with the intent of the Windsor Municipal Planning Strategy (WMPS). Attachment A and B provides an evaluation of the proposed development against the applicable WMPS policies.

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

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.

Proposed Development Agreement

It is worth noting that this application was received before the official provincial approval of Council's adoption of the HAF amendments to the Planning Documents in March 2025.

Therefore, the application is measured against the policies and general criteria in the former Windsor Municipal Planning Strategy and former Windsor Land Use By-law.

The applicant proposes to develop one (1), four (4) storey, 72-unit apartment building which include 15,300 sq ft of recreational spaces. The permitted uses on the lot are outlined in Section 2.1, Use, of the draft development agreement. Attachment C contains the draft development agreement for the subject lot and listed conditions under which the development may occur.

Section 1.4, Condition Precedent, of the draft development agreement requires the developer to enter into an agreement with the Province respecting the conveyance of the subject lot regarding the proposed development with affordable housing units by July 30, 2026. The rest of the agreement is contingent on the satisfaction of this condition. This section ensures that the proposed development shall only be developed under the provincial Land for Housing program to include a portion of affordable housing units within the Development.

Section 2.3, *Site Requirements*, of the draft development agreement requires the proposal to be generally consistent with the development standard in the former High Density Residential (R-4) zone. The site plan shows that the development complies with rear and side yard setback requirements, with the exception of the front yard. The applicant is proposing a four-storey (excluding basement level) main building with an approximate height of 58 feet. Following consultation with the Development Officers, no concerns were identified regarding the reduced front yard setback from 35 feet to 25 feet and the proposed building height. These variations are permitted through the development agreement process, which provides flexibility in meeting standard zoning requirements, provided they are satisfactory to the Development Officers.

The applicable WLUB requires 1.5 parking spaces per dwelling unit for dwellings with three or more units. Due to the location of the lot in a Growth Centre and the proximity of the lot to surrounding services as well as Council's intention to reduce parking requirements within the Growth Centres, staff determined that it would be appropriate to reduce the amount of parking required per dwelling unit. As outlined in Section 2.5, *Parking*, of the draft development agreement, a minimum of one (1) parking space will be required per dwelling unit. The minimum size of each parking space will be 9 ft. x 20 ft. (2.7 m. x 6.1 m.). As depicted in the site plan in Schedule B of the draft development agreement, the developer also plan to include seven (7) bicycle parking spaces near the western entrance. This parking ratio has also been applied to other recently approved multi-unit developments in Windsor.

Section 2.9, *Landscaping*, of the draft development agreement requires the developer to retain as many existing trees as possible during the construction. It further requires that any trees that are removed shall be replaced on a one-to-one basis with the same species. To provide some flexibility and encourage low impact development features, the required number of tree replacements may reduce by 50% if one of the listed low impact features under Section 2.9 (d) is incorporated into the subject lot.

As per the draft development agreement the developer will be required to provide certain plans, studies to the Development Officer and Municipal Engineer prior to a development permit being issued for the proposed uses. These include:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge balance pre- and post- construction flows to ensure there will not have a negative impact on downstream properties as outlined in Section 2.7, *Site Drainage*;

- design plans of the water and sewer servicing connections and layout as outlined in Section 2.8, *Servicing*.

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:

- the uses permitted on the Property as listed in Section 2.1, *Use*;
- the maximum number of units permitted within the apartment building;
- maximum building height of the apartment building;
- the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.7, *Site Drainage*;
- the requirements for the number of tree replacements as listed in Section 2.9, *Landscaping*.

The draft development agreement can be found in Appendix C.

Windsor Land Use By-law Review

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

- (b) multiple unit residential development consisting of three or more units in a Residential designation in accordance with Policy 5.4.6 of the Municipal Planning Strategy;

Windsor Municipal Planning Strategy Review

WMPS Specific Criteria

Policy 5.4.6 of the former WMPS establishes Council’s intention to consider new multiple unit residential development in a Residential designation. This policy also outlines the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- The development is generally consistent with the former High Density Residential (R-4) zone standards;

- the development is compatible with adjacent land uses with respect to the height, bulk, lot coverage and architectural style of the building;
- the development is compatible with the residential character of the area with respect to traffic generation and population density;
- consideration has been given to the provision of landscaping as part of the residential development to minimize effects on adjacent land uses;
- the development provides adequate on-site parking and parking areas are well designed;
- the development provides adequate on-site recreational open space suitable in extent and design to the nature of the development; and
- the development abuts an arterial street that is compatible with the level of traffic generation from this development.

WMPS General Criteria

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

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

West Hants Regional Municipality Housing Action Plan Review

Adopted by Council on January 30, 2024, the Housing Action Plan recognizes the need to increase affordable housing in the Municipality. In addition, the Housing Accelerator Fund contribution agreement with CMHC also outlined Municipality's commitment to meet the target of six (6) affordable housing units by the end of funding period in 2027. As noted, the proposed development is part of the provincial Land for Housing program, through which the land was provided by the province at a discounted price to a selected developer in exchange for a commitment to include a certain number of affordable housing units within the development. The developer has indicated that 25 percent of the total units will be designated as affordable, resulting in 18 affordable housing units. This is the first development application that the Municipality has received through this provincial program. Once completed, the project will make a significant contribution to the affordable housing supply in West Hants and help the Municipality meet its CMHC contribution target for affordable housing units.

Public Engagement

A public information meeting was held on June 4, 2025. A total of 17 members of the public joined the meeting, with 13 members participated in person and 4 members joined via Zoom.

There were 12 members of the public asked question and provided comments during the meeting. Following the meeting, there was also a public comments period that concluded at noon of June 18, 2025. During this time, staff received one phone call and seven written submissions. A detailed summary of the public information meeting, along with all written correspondence, is included in Attachment D.

Staff summarized the following main concerns and have provided a more in-depth analysis with reference to applicable policies and responses from other subject matter experts.

Compatibility

Criteria of Policy 5.4.6 place emphasis on the topic of compatibility. Specifically, subclause (a) (i) of Policy 5.4.6 states *“in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards”*. Comments from the Development Officer indicate that the subject lot has a total area of 72,745 sq ft and the High Density Residential (R-4) zone would require a total lot area of 112,000 sq ft, if built as-of-right. However, the Development Officer also commented that the development agreement process allows for flexibility in meeting standard zone requirements and expressed no concerns about the proposed use conflicting with surrounding land uses. In addition to this, the proposal is of a similar bulk and scale to other buildings that would be permitted in the former High Density Residential (R-4) zone and would be considered compatible. With regard to traffic generation, the Manager of Operations stated they have no concerns about the impact of the development with respect to the adequacy of road networks adjacent to or leading to the development.

Existing Green Space

Members of the public advocated, both at the public information meeting and in writing correspondence, for the preservation of green space including mature trees. Staff note that the current WMPS policy does not include criteria to evaluate the application from the perspective of green space or trees preservation, nor does it restrict the removal of existing mature trees from the site. However, staff shared this concern with the developer during the negotiating process and managed to include provisions in the draft development agreement to protect mature trees and require replacements where removal is necessary for construction as outlined in Section 2.9, *Landscaping*, of the draft development agreement.

Nova Scotia Power Capacity

One member of the public raised concerns over the adequacy of electrical capacity from Nova Scotia Power to support this development at the public information meeting. Electrical capacity is not evaluated by the Municipality however in response to this concern, staff reached out to Nova Scotia Power and received a formal response stated, *“there are no issues from our side from a service capacity perspective for a building of this size”*.

Nova Scotia Health Helicopter Flight Paths and Service Capacity

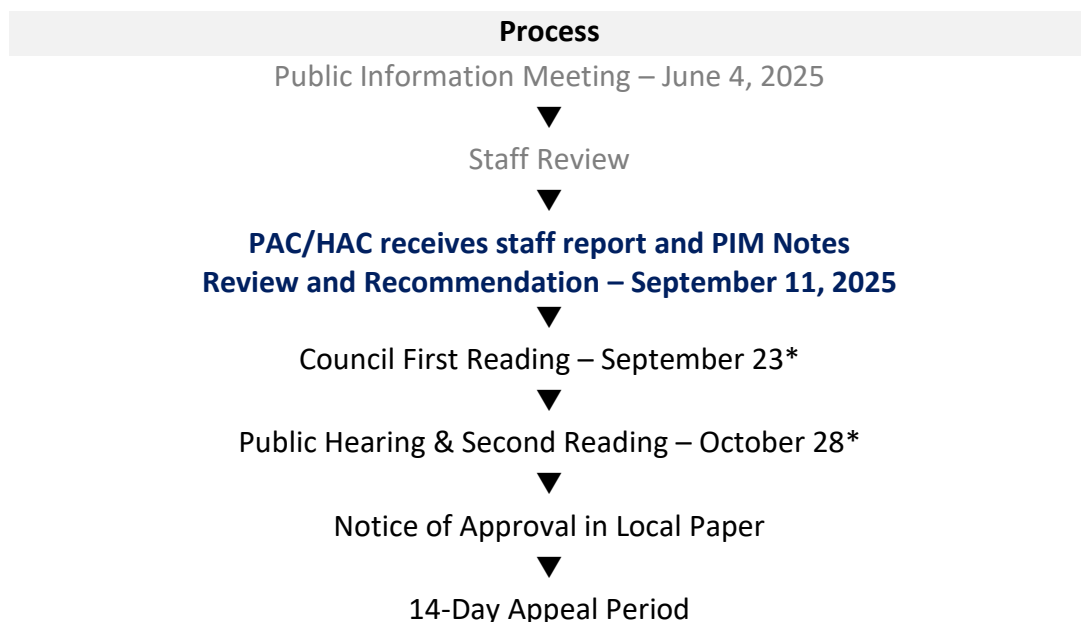
One member of the public raised concerns over potential cranes interference with the adjacent hospital helicopter flight paths during the construction phase. In response to this concern, staff reached out to Nova Scotia Health to inquire about flight path and potential impact on hospital operation capacity from this development. In response to this inquiry, Nova Scotia Health commented that this development will not impact on the LifeFlight helicopter due to its distance from the hospital and there are no concerns from the operational perspective.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan Coastal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lot. 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 an development agreement to allow an apartment building containing 72 dwelling units on PID 45053220 on King street.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- 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	Specific Criteria for a Development Agreement
Attachment B	General Criteria for a Development Agreement
Attachment C	Draft Development Agreement
Attachment D	Public Information Meeting Notes

Report Prepared by: _____
Will Hong, Planner

Report Approved by: _____
Kari Fougere, Acting Director of Planning and Development

Figure 1 – Windsor GFLUM Extract

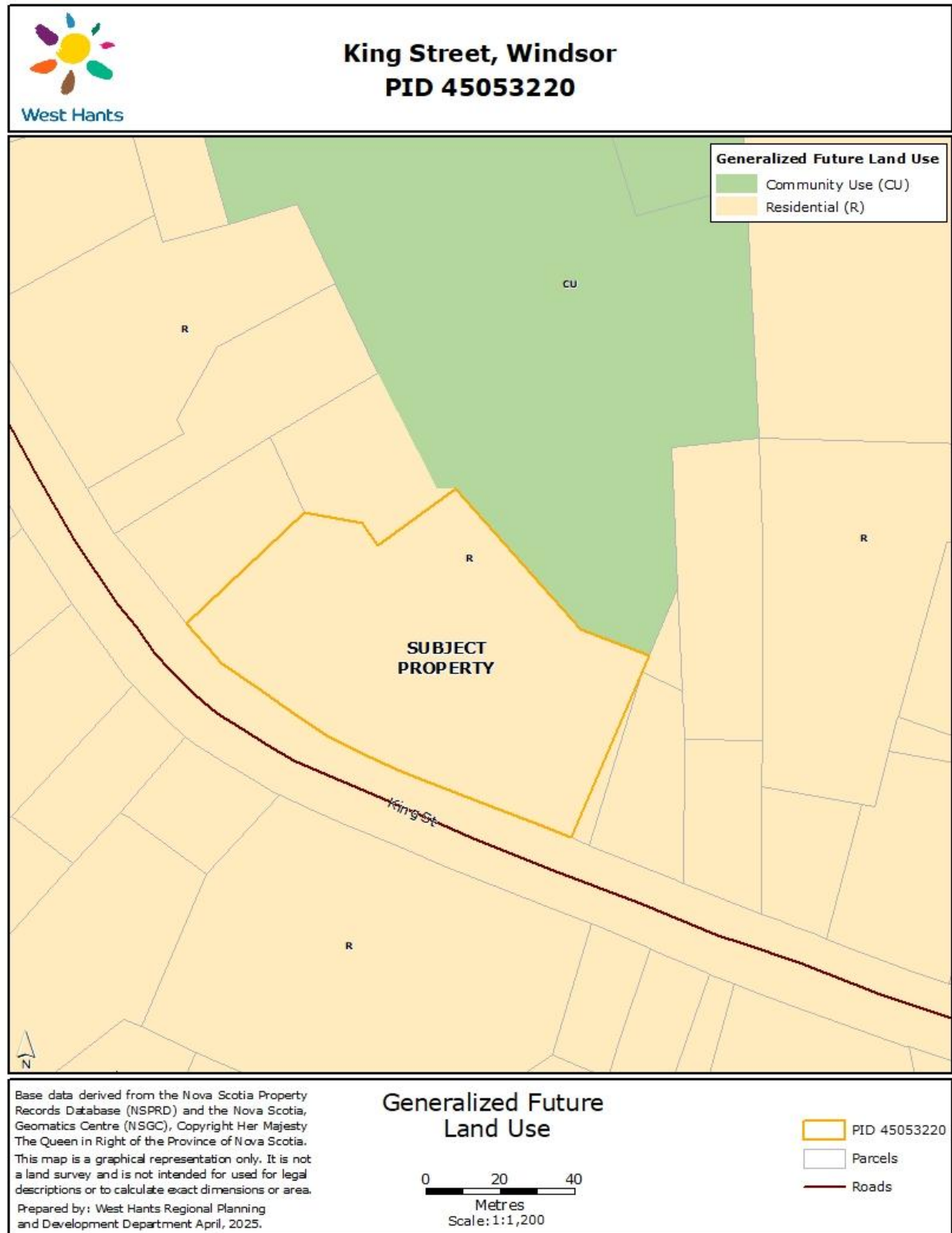
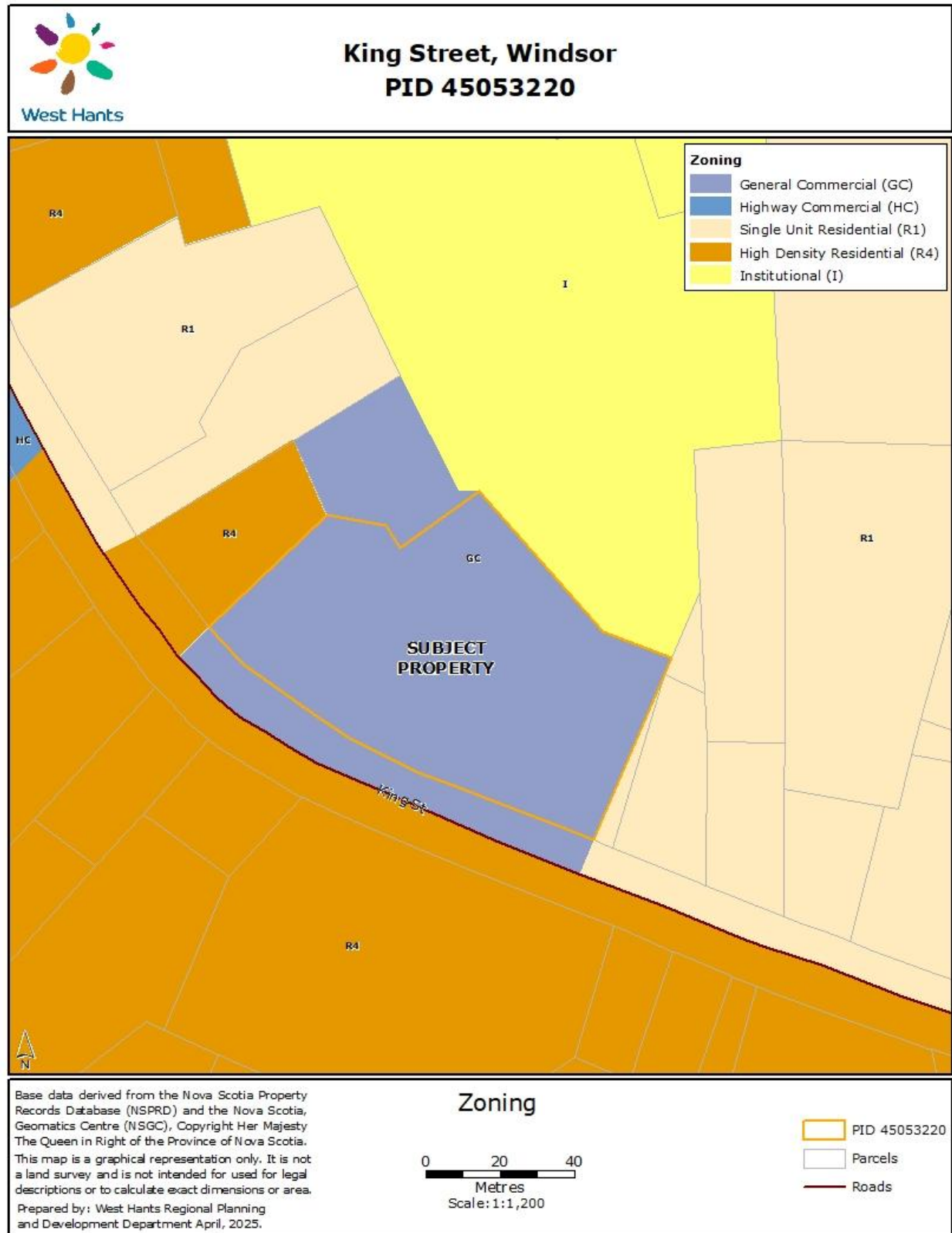


Figure 2 – Windsor Zoning Map Extract



Attachment A
Specific Criteria for Development Agreements

Windsor Municipal Planning Strategy

Policy 5.4.6 It shall be the policy of Council to consider entering into a development agreement to allow, in the Residential designation, new multiple unit residential development consisting of three or more units, grouped dwellings, boarding houses and residential care facilities, as well as the conversion of existing buildings to three or more units, subject to the following:

CRITERIA	COMMENT
(a) the proposed use meets one of the following:	
(i) in the case of a new building or the conversion of an existing non-residential building, that the development is generally consistent with the High Density Residential (R-4) zone standards; or	The developer is proposing to construct a 72-unit apartment building on the subject lot through the draft development agreement. The former High Density Residential (R-4) zone requires a minimum 35 ft for both front and rear yard setbacks, and a minimum 15 ft or ½ the height of the main building, whichever is greater on both side yard. The draft development agreement requires slightly less minimum front yard for this proposed development as the development meets the average front yard setbacks of the neighbouring properties. The draft development agreement also enables higher maximum building height at 60 ft (4 storey, excluding basement level), which will maximize the potential of the subject lots while maintaining compatibility through a greater side yard requirement. The minimum rear yard and side yard, as well as the maximum height of accessory buildings, is consistent with the High Density Residential (R-4) zone.
(ii) in the case of a conversion of an existing residential building, that any addition or enlargement to the building meets the	Not applicable as the subject lot is currently sitting vacant.

setback requirements of the zone in which it is located, or that any undersized setbacks are not further reduced by the addition or enlargement;	
(b) the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	In response to an inquiry, the Development Officer responded that the proposal is considered compatible in relation to the height, bulk, lot coverage and appearance as the adjacent land uses, including the existing group dwellings on PID 45052503 and a newly constructed apartment building on PID 45052578. Notably, the subject lot is immediately adjacent to both Low Density Residential and High Density Residential zones. Surrounding properties include a mix of Low Density Residential, High Density Residential, and Highway Commercial uses.
(c) the development is considered compatible with the residential character of the area with respect to traffic generation and population density;	The applicant is proposing a total of 72 units on an approximately 1.67-acre lot; a density of about 43 units per acre. If the former High Density Residential (R-4) zone is used as a guide, a density of 28 units per acre would be permitted on the subject lot as-of-right. However, the former High Density Residential (R-4) zone was limited to three storeys in height. With this proposal being for a four-storey building with one additional basement level, the additional storey and basement level on the building increases the number of units and the density on the subject lot respectively. In addition, the subject lot is situated in an area mainly comprised of a mix residential density, including group dwellings, small to medium size apartments, as well as single-unit

	dwellings. The subject lot is also close to the Crossing development where population density is 522 people per sq. km. (Statistics Canada Census for 2021). Since this application is considered by development agreement and does not have to be an exact match with the former High Density Residential (R-4) zone standards , staff feel that this development is compatible with the residential character in this area with respect to population density while also adding more housing stock, particularly affordable housing units for the community of West Hants. With respect to traffic generation, the Municipal Traffic Authority commented that they had no concerns regarding the compatibility of the proposed development.
(d) consideration is given to the provision of fences and/or landscaping as part of the residential development to minimize effects on adjacent land uses;	Provisions for landscaping have been written in the draft development agreement to require any undeveloped area to be landscaped, and emphasis has been given to retain as many existing trees as possible and further require tree replacements when removed during the construction.
(e) adequate on-site parking is provided and parking areas are well designed;	The applicant proposes to provide one (1) parking space per dwelling unit. The municipal Development Officer has stated that they have no concerns with respect to the adequacy of on-site parking.
(f) there is adequate on-site recreational open space suitable in extent and design to the nature of the development; for conversion of existing buildings, nearby public parks may be deemed sufficient;	The site plan shows a 15,300 sq ft. recreational space. The municipal Development Officer indicated such space can include individual balconies, green/landscaped spaces, and common

	rooms. The subject lot is also within the proximity to nearby public parks such as the Tregothic Trail which would be sufficient to serve the residents of this development.
(g) the development abuts an arterial or collector street as shown on the Transportation Map (Map 2) if the development consists of 12 or more units, unless a traffic impact study indicates there will be minimal impact on traffic and an emergency access is provided if the site only has one road access. In circumstances where these parameters can be met, more than 12 units can be considered without abutting an arterial or collector street.	The subject lot fronts on King street, which is shown as an arterial on the Windsor Municipal Planning Strategy Transportation Map (Map 2).
(h) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual if the proposed development is located in an Architectural Control District;	Not applicable as the subject lots are not within an Architectural Control District. However, the architects used the Architectural Design Manual as a guide to blend historic architectural elements in their design.
(i) in the case of the conversion of an existing structure, renovations can be made to ensure the safety of residents in case of fire;	Not applicable as the subject lot is currently sitting vacant.
(j) any other matter which may be addressed in a development agreement; and	All other matters are addressed elsewhere in this report.
(k) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.	Please see Attachment B for further details.

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
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	In response to an inquiry, the Municipal Engineer stated that the subject lot has access to water and sewer services and that they do not foresee issues with the adequacy of either service for the proposed uses. The Director of Public Works further commented that “this area of King Street is not a combined sewer system. The area has a separate storm system, through a combination of open ditches and a piped storm collection system. However, given the age and condition of the sanitary system we do experience Inflow and Infiltration (I&I) during heavy rain events. Thus, one of the reasons for the proposed capital project for replacing the underground linear infrastructure to meet our future requirements along with required improvements.” The Municipal Engineer stated that “the stormwater management plan will require flow rates leaving the proposed development to be equal or less than existing. This will ensure that stormwater flows entering our system are not increased.”

<i>(ii) the adequacy of school facilities;</i>	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated previously that they will accommodate all students.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager of Building and Fire Inspection Services noted that the buildings will require sprinkler systems as per the National Building Code requirements. The Windsor Fire Chief has stated that the West Hants Fire Service is capable of providing adequate fire protection for this structure. The Fire Chief also recommended any new construction adhere to FireSmart Canada recommendations for building construction and landscaping.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	King Street is an arterial road as shown on the Transportation Map (Map 2) of the Windsor Municipal Planning Strategy. The definition in the Windsor Land Use By-law of an arterial street is “a street designed to move large volumes of vehicular traffic between major centres”. The Manager of Operations has stated that “no major infrastructure improvement will be needed to support the development. The driveway is sufficient.” They also stated they have no concerns about the impact of the development with respect to the adequacy of road networks adjacent to or leading to the development.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.

<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	As noted in 16.3.1 (a) (iv), King Street would be suitable to handle the anticipated traffic associated with the proposed development. The Traffic Authority has no concerns regarding movement suitability on the subject lot.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The draft development agreement reduces the required minimum setbacks for the front yard, as well as the minimum lot area for 72 units building by referencing the former High Density Residential (R-4) standard as a guide. The requirements of the proposed development agreement are similar to other development agreements for residential uses in Windsor. The Development Officer commented that the subject lot is suitable in terms of dimension and shape for this proposal.
<i>(d) the pattern of development which the proposal might create;</i>	The Development Officer commented that the proposed development is not anticipated to create or change the pattern of development in the area. The Surrounding properties include a mix of Low Density Residential, High Density Residential, and Highway Commercial uses.
<i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses and wetlands, and susceptibility of flooding;</i>	The subject lot is not located within the Dykeland Overlay or the Environmental Constraints Overlay. A site visit was made to the property on June 4, 2025, and staff noted that the lot slopes from front to rear of the property; with no visible signs of watercourses identified on the property. The Municipal Engineer has requested that a stormwater management plan for the site be required prior to development permits being

	issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.7 (a), Site Drainage, of the draft development agreement. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
<i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i>	All Municipal, Provincial and Federal regulations will have to be met. In addition, Nova Scotia Power and Nova Scotia Health has stated that they have no concerns with this development.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	There are no other relevant policies of this Strategy.

Attachment C – Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 20XX.

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 -

PINNACLE CONSTRUCTION LTD., a body corporate, with a head office at 19 Hamlet Lane, Dartmouth, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Developer”)

OF THE SECOND PART

WHEREAS the Developer has entered into a Conditional Land Contribution Agreement with the Province of Nova Scotia (“Province”) for a parcel of land located on King Street, Windsor (PID 45053220) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Residential on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned General Commercial (GC) on the Zoning Map of the Windsor Land Use By-law (the “Land Use By-law”);

WHEREAS the Developer, with consent of the Province, has requested that the Municipality enter into a development agreement to permit up one (1) apartment building including up to 72 residential units on the Property (the “Development”);

WHEREAS the former Policy 5.4.6 of the Municipal Planning Strategy and the former Section 6.1 (b) of the Land Use By-law enabled Council to consider entering into a development agreement to allow new multiple unit residential development consisting of three or more units in the Residential designation; and

WHEREAS the Council of the Municipality, at a meeting held on **Month xx, 2025** 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; and

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) “Commencement” means the date the Developer begins Active Construction on the apartment buildings within this Agreement as permitted by an issued development and building permit; and
- (b) “Apartment building” means a building containing three or more dwelling units that shares common areas like hallways, entrances, and exits.

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

1.4 Condition Precedent

Notwithstanding any other provision hereof, this Agreement is subject to the following condition precedent being satisfied, or waived by the Municipality, on or before July 30, 2026, which is acknowledged to be inserted for the exclusive benefit of the Municipality and may be waived by the Municipality, in its sole discretion:

- (a) The Developer entering into an agreement with the Province respecting the conveyance of ownership of PID 45053220, satisfactory in form to the Municipality for the purpose of constructing an apartment building with a designated portion reserved for new affordable dwelling units within the Development for a specified term.

In the event that the foregoing condition precedent is not satisfied or waived by the Municipality by July 30, 2026, this Agreement may be terminated by the Municipality or the Developer by written notice to the other Party hereto.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) an apartment building consisting of a maximum of 72 dwelling units.
 - (iii) surface parking for the uses within the building.

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 Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan.

2.3 Site Requirements

- (a) The Building shown on the Site Plan in Schedule B shall be limited to a maximum of 72 dwelling units and shall conform to the following requirements:

Minimum Front Yard	25 ft. (7.62 m.)
Minimum Rear Yard	35 ft. (10.67 m.)
Minimum Side Yard	15 ft (4.57 m) or ½ the height of the main building, whichever is greater
Maximum Storey of Main Building	4 storeys*
Maximum Building Height	60 ft (17.68 m.)
Maximum Height of Accessory Building	20 ft (6.1 m.)

*Maximum storey of the main building shall not include the basement level.

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures* provided that the Development Officer approves a non-substantive amendment to the Site Plan.
- (c) Recreational space shall be regulated under Section 9.5 of the Land Use By-law, *Recreational Space*, and may include:
- (i) individual balconies;
 - (ii) dedicated indoor amenity space; and
 - (iii) common use landscaped areas.

2.4 Access and Egress

- (a) The Developer shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.
- (c) no development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods to an extent that a loading space would be required.

2.5 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.

- (b) The Developer shall provide a minimum of one (1) parking space per dwelling unit on the Property including a minimum of one (1) accessible parking space.
- (c) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Developer. They may be constructed using permeable construction materials to assist with stormwater retention.
- (d) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and maneuvering 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 Developer to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Site Drainage

- (a) No development permit shall be issued until the Developer provides to the Development Officer a stormwater management plan (Plan) in accordance with the WHRM Municipal Service Systems Specifications Manual. The Plan must satisfy 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. Following construction, if the Municipal Engineer determines that the pre-and post-construction flows have not been sufficiently balanced through the implementation of the Plan (or for any other performance issues related to the implementation of the Plan), the Developer shall undertake such remediation as the Municipal Engineer may reasonably require. The Developer will be responsible for future adherence to the Plan, including ongoing maintenance of the stormwater management features included in the Plan. Nothing in this

development agreement relieves the Developer or their stormwater engineer from any liability they would otherwise have to owners or occupants of other properties for post-construction stormwater flows, and neither the Municipality or the Municipal Engineer is liable in any way for acceptance of stormwater management plans stamped by a professional engineer accredited with Engineers Nova Scotia.

2.8 Servicing

(a) Waste Collection

- (i) The Developer shall make provisions for private waste collection for the Property.
- (ii) The Developer 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 Development 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 Developer shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

The Developer shall have sole responsibility for snow plowing on the Property.

2.9 Landscaping

- (a) The Developer shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.
- (b) The Developer shall retain as many trees as feasible when grading or building the Development.

- (c) Any trees that are not feasible to retain shall be replaced at a ratio of one new tree for each tree removed. Replacement trees must be of the same species, have a minimum caliper size of 60 mm, and shall be planted on the Property.
- (d) Notwithstanding section 2.9 (c), with the consent of the Development Officer which shall not be unreasonably refused, the required number of replacement trees may reduce by 50% if any one of the following low impact development features are incorporated into the Property:
 - (a) Rain gardens;
 - (b) Permeable pavements used on the parking lots as shown on Schedule B;
 - (c) Green roofs; or
 - (d) Other low impact development features deemed satisfactory by the Municipal Engineer.

2.10 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.

2.11 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*:

- (a) minimum required yard dimensions;
- (b) number of parking spaces required; and
- (c) height and area of a sign.

2.12 Subdivision

No alterations to the lot configuration are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

2.13 Maintenance

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

PART 3 CHANGES AND DISCHARGE

- 3.1** The Developer 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, *Use*;
 - (b) the maximum number of units permitted within the building on the Property as listed in Section 2.1, *Use*;
 - (c) maximum building height as listed in Section 2.3, *Site Requirements*;
 - (d) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.7, *Site Drainage*;
 - (e) the requirements for the number of tree replacements as listed in Section 2.9, *Landscaping*.
- 3.4** 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*.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Developer 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 Developer, 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 Developer, provided the use of the Property is in accordance with the applicable Land Use By-law or a new agreement has been entered into.

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

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Developer may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than 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's Chief Administrative Officer in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Developer. Upon the written request of the Developer, the Municipality 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 Developers are bona fide delayed from commencing the development for reasons which are beyond the Developers' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Developers is excused for the period of the delay and the time period for the Developers 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 Developer 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 Developer 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 Developer from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force (other than from the Land Use By-law to the extent varied by this agreement) or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-laws to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

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

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Developer about the suitability of the Property for the Development proposed by this Agreement. The Developer 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 Developer in writing. In the event that the Developer 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 Developer 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 Developer 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 Developer personally or by ordinary mail which shall be deemed to have been received within three (3) business days of

mailing, addressed to Pinnacle Construction Limited, 19 Hamlet Lane, Dartmouth, Nova Scotia, B2Y 0E7 or at any other address provided by the Developer.

- (b) The Developer 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 Developer.

5.10 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Developer. 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:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

)

) **PINNACLE CONSTRUCTION LIMITED**

)

)

Per: _____

) xxxx, Title

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20**25**, 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. 20**XX**, 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, **Name**, 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 _____, 20XX
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 **PINNACLE CONSTRUCTION LIMITED** the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this _____, 2025
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE

Name, Title

Schedule A
Legal Description

PID 45053220

Parcel Description

ALL that certain lot, piece or parcel of land situate in the Town of Windsor, in the County of Hants, Province of Nova Scotia and shown on a Plan of Survey certified by Eric J. Morse, N.S.L.S., dated February 1, 2010, and revised February 25, 2010, Plan No. 2010-013RevFeb25, and bounded and described as follows:

COMMENCING at N.S.C.M. No. 8627;

THENCE South 86 degrees 50 minutes 53 seconds East 188.74 feet to a survey marker on the north boundary of King Street, said survey marker being the POINT OF BEGINNING;

THENCE North 70 degrees 02 minutes 03 seconds West 182.25 feet along the north boundary of King Street to a calculated point;

THENCE westerly along the north boundary of King Street following a curve to the right of radius 470.00 feet an arc distance of 221.07 feet to a survey marker, said survey marker being North 56 degrees 33 minutes 34 seconds West 219.04 feet from the aforesaid calculated point;

THENCE North 47 degrees 43 minutes 24 seconds East 153.67 feet along the south boundary of lands now or formerly of R & D Dunham Holdings Limited to a survey marker;

THENCE South 80 degrees 43 minutes 11 seconds East 52.84 feet along the west boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a survey marker;

THENCE South 33 degrees 49 minutes 40 seconds East 23.35 feet along the west boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a survey marker;

THENCE North 53 degrees 25 minutes 08 seconds East 83.69 feet along the south boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a survey marker;

THENCE North 81 degrees 08 minutes 16 seconds East 17.23 feet along the south boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a calculated point;

THENCE South 39 degrees 31 minutes 07 seconds East 3.00 feet along the west boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a witness survey marker;

THENCE continuing South 39 degrees 31 minutes 07 seconds East 151.00 feet along the west boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a survey marker;

THENCE South 66 degrees 41 minutes 03 seconds East 60.00 feet along the south boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a survey marker;

THENCE South 22 degrees 06 minutes 32 seconds West 20.00 feet along the west boundary of lands now or formerly of A. Edward Lyons and Audrey K. Lyons to a survey marker;

THENCE South 20 degrees 00 minutes 30 seconds West 159.47 feet along the west boundary of lands now or formerly of A. Edward Lyons and Audrey K. Lyons to a survey marker, said survey marker being the POINT OF BEGINNING.

A tract of land containing an area of 1.6674 acres.

BEING AND INTENDED to be the remaining lands of The Family and Children's Services of Hants County as described in Book 262 at Page 53.

SUBJECT TO a right of way for all manner of traffic across the lands being retained by the Family and Children's Services which right of way may be more particularly described as follows and shown of the aforementioned plan of survey.

COMMENCING at N.S.C.M. No. 8627;

THENCE South 86 degrees 50 minutes 53 seconds East 188.74 feet to a survey marker on the north boundary of King Street;

THENCE North 70 degrees 02 minutes 03 seconds West 182.25 feet along the north boundary of King Street to a calculated point;

THENCE westerly along the north boundary of King Street following a curve to the right of radius 470.00 feet an arc distance of 170.40 feet to a calculated point, said calculated point being North 59 degrees 38 minutes 52 seconds West 169.47 feet from the aforesaid calculated point, said calculated point also being the POINT OF BEGINNING;

THENCE continuing westerly along the north boundary of King Street following a curve to the right of radius 470.00 feet an arc distance of 20.17 feet to a calculated point; said calculated point being North 48 degrees 01 minutes 54 seconds West 20.17 feet from the aforesaid calculated point;

THENCE North 44 degrees 33 minutes 03 seconds East 169.25 feet to a calculated point;

THENCE South 80 degrees 43 minutes 11 seconds East 24.68 feet along the south boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a calculated point;

THENCE South 44 degrees 33 minutes 03 seconds West 182.60 feet to a calculated point, said calculated point being the POINT OF BEGINNING.

ALSO SUBJECT TO an easement for the right, at any time, to enter upon the lands hereinafter described, for the purpose of laying down and constructing sewers, drains, pipes for water and conduits for wires of all kinds, in, under and upon the said lands, and of keeping and maintaining them at all times in good condition and repair; and for ever such purpose the grantee shall have access to the said lands at all time, by its servants, employees and workmen. The lands affected by this easement are shown on the aforementioned plan, and described as follows:

COMMENCING at a survey marker at the intersection of the south boundary of lands now or formerly of R & D Dunham Holdings Limited and the east boundary of King Street;

THENCE southerly along the east boundary of King Street following a curve to the left of radius 470.00 feet an arc distance of 10.50 feet to a calculated point, said calculated point being South

43 degrees 43 minutes 50 seconds East 10.50 feet from the aforesaid survey marker; said calculated point also being the POINT OF BEGINNING;

THENCE North 48 degrees 52 minutes 55 seconds East 164.41 feet to a calculated point;

THENCE South 80 degrees 43 minutes 11 seconds East 9.29 feet along the south boundary of Lot 1XA lands now or formerly of Hants County Residence for Senior Citizens to a calculated point;

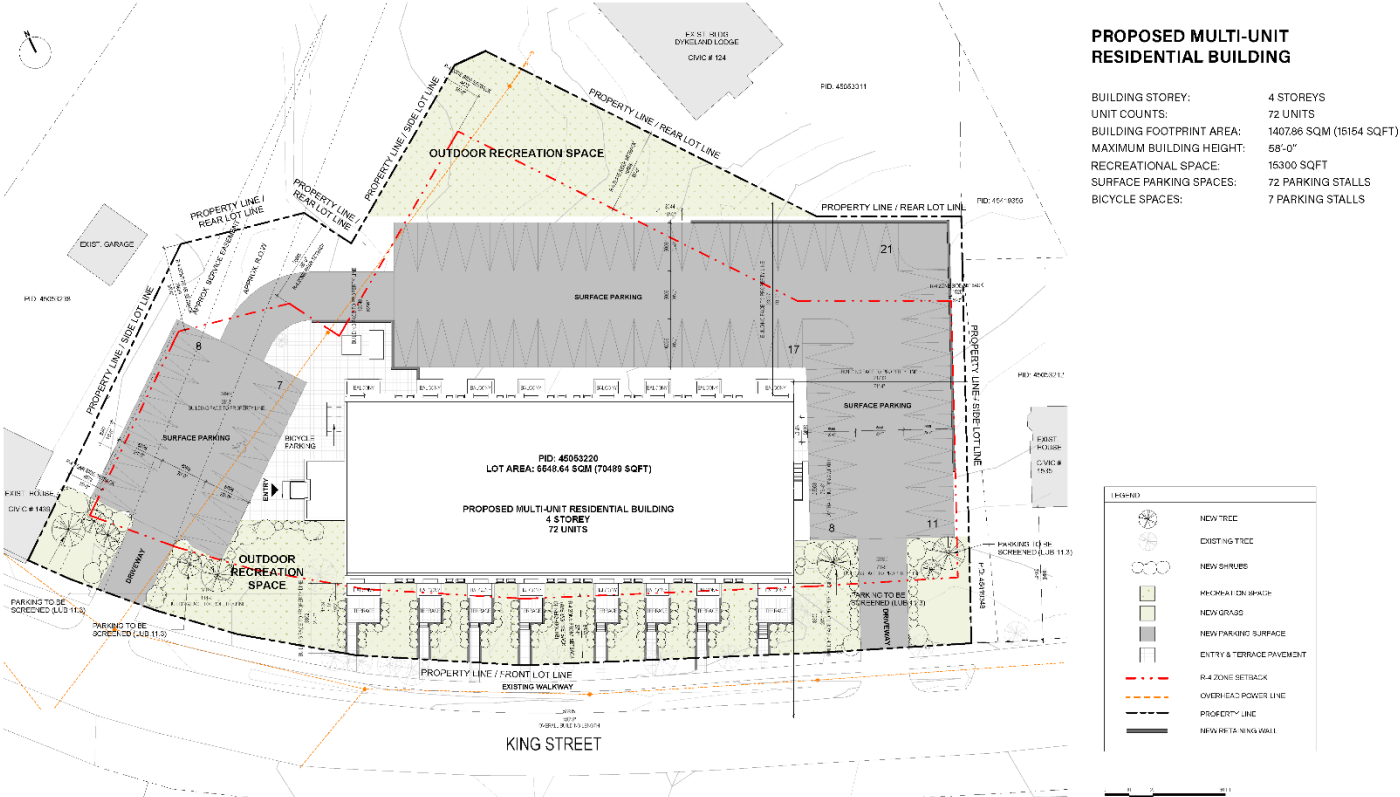
THENCE South 44 degrees 33 minutes 03 seconds West 169.25 feet to a calculated point on the north boundary of King Street;

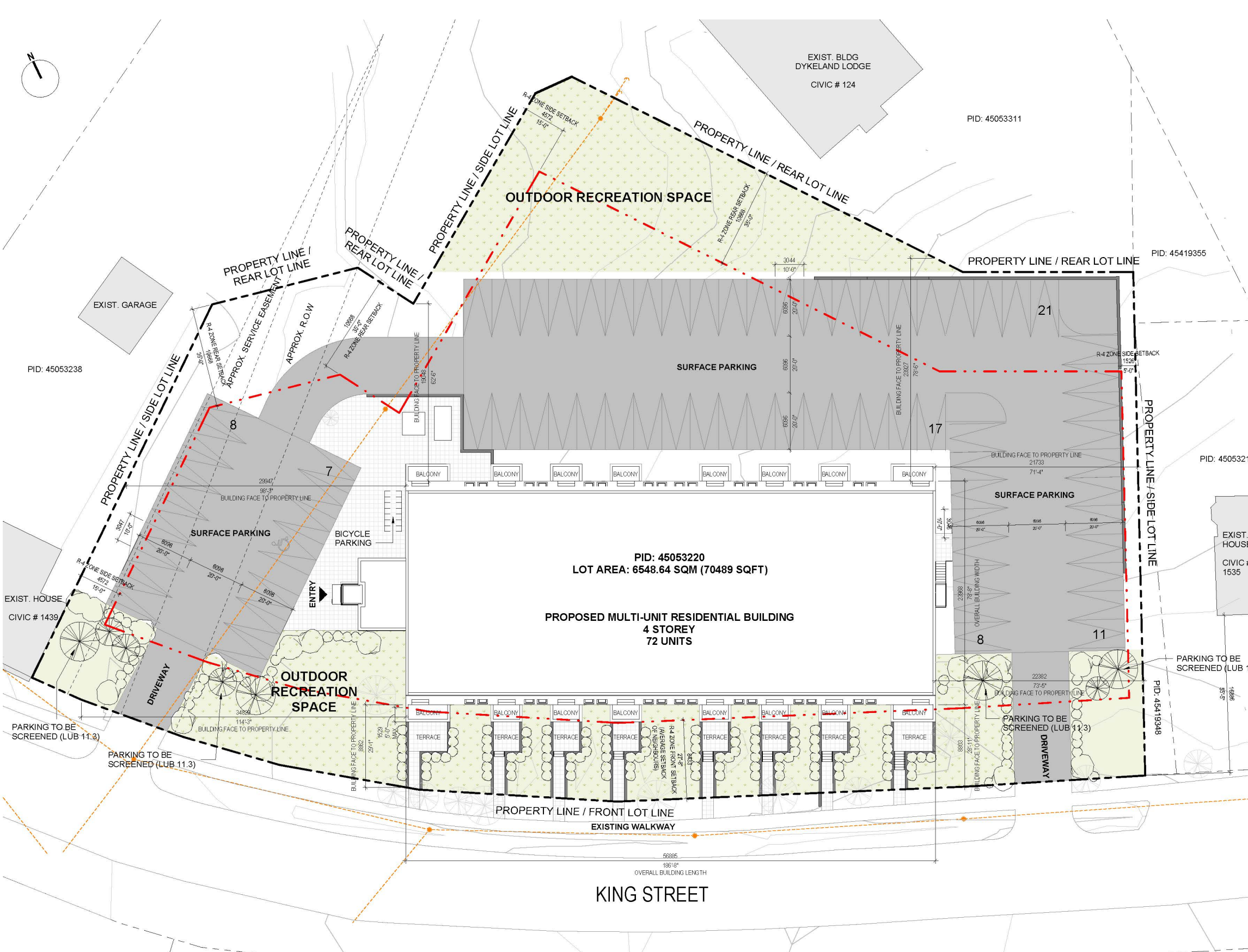
THENCE northerly along the east boundary of King Street following a curve to the right of radius 470.00 feet an arc distance of 20.00 feet to a calculated point, said calculated point being North 45 degrees 34 minutes 59 seconds West 20.00 feet from the aforesaid calculated point, said calculated point also being the POINT OF BEGINNING.

Being an area of land lying immediately to the north of the right of way aforementioned.

This parcel is not subject to the subdivision provisions of Part IX of the Municipal Government Act because the subject parcel was created in 1966 and is exempted from subdivision requirements by virtue of an act to validate the transfer of certain real property.

Schedule B
Site Plan





PROPOSED MULTI-UNIT RESIDENTIAL BUILDING

BUILDING STOREY:	4 STOREYS
UNIT COUNTS:	72 UNITS
BUILDING FOOTPRINT AREA:	1407.86 SQM (15154 SQFT)
MAXIMUM BUILDING HEIGHT:	58'-0"
RECREATIONAL SPACE:	15300 SQFT
SURFACE PARKING SPACES:	72 PARKING STALLS
BICYCLE SPACES:	7 PARKING STALLS

LEGEND	
	NEW TREE
	EXISTING TREE
	NEW SHRUBS
	RECREATION SPACE
	NEW GRASS
	NEW PARKING SURFACE
	ENTRY & TERRACE PAVEMENT
	R-4 ZONE SETBACK
	OVERHEAD POWER LINE
	PROPERTY LINE
	NEW RETAINING WALL

Attachment D – Public Information Meeting Notes

June 4, 2025

Development Agreement: PID 45053220, King Street, Windsor; File # 25-15

Meeting date and time	A Public Information Meeting was held on June 4, 2025 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube Channel.
Attending	In attendance for the meeting: One (1) Chair: • Councillor Jim Ivey Three (3) members of staff: • Acting Director Fougere • Planner Hong • Planning Assistant Lake Approximately 13 members of the public joined in-person with 4 members of the public joined via Zoom
Applicant UPLAND Planning + Design Studio on behalf of Pinnacle Construction Ltd Property PID 45053220, King Street, Windsor	Planner Hong outlined the application is for a development agreement to permit a multi-unit building on the vacant property with 72 units.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between June 4 – June 18, 2025 Staff received one phone call and seven written submissions during the comment period. The following comments and questions were made at the Public Information Meeting. Staff and applicant responses are included in purple text. One PAC/HAC member asked the following questions and made the following comments: • Guido Furlani asked if it is possible to better camouflage the building (make it fit in better)? Regarding the apartment building already in the area, has the compound effect on traffic been considered?

	Councillor Ivy mentioned that the traffic authority will look into it. 12 members of the public asked the following questions: • Richard Poole asked whether a traffic study has been conducted? Arnav responded no. Will further mentioned that impact on traffic generation is part of the policy criteria and will seek advice from the traffic authority. • Ken Rippey stated concerns about the sewer capacity in the area. Will replied that Policy 16.3.1 speaks to water/sewer capacity and it will look at servicing as part of staff review. Further information will be included in the staff report. • Krista Beeler from Dykeland Lodge asked if there is a timeline for this project. Arnav responded still very early in the process and will provide more information as it becomes available. • Peter Murraray from Dykeland Lodge asked if this development is specific for seniors. Arnav responded no. • Peter Murraray stated concerns about noise for Dykeland residents, as the project is close to their resident rooms and the project is not limited to senior living and asked about the turnaround time. Arnav responded it is too early in the process, and he is happy to stay in touch with Dykeland. • Richard Poole asked whether the questions should be directed to Council or to planning staff. Councillor Ivy responded that it should direct planning staff, specifically the planner of the file; everything that goes to planning will go to Council in the future. • Justin Haynes asked if there has been consideration for cranes interference with the adjacent hospital helicopter flight paths? Arnav responded that it has not yet been considered but will likely during construction phase. • Justin Haynes stated concerns about traffic impact to/from Chester Road and asked if there will be any
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	lane closures. Arnav answered it is too early to say, as the development agreement process may have changes in the final result. • Theresa Newcombe stated concerns about losing green space and asked if there are any criteria that may protect it. Will stated that there are no criteria in the existing policy that protect the on-site green space/tress from being removed, but there are regulations for setbacks, landscaping, and required recreation space, which Development Officers will review. • Maya Renvig asked whether an NSP study has been done and raised concerns about lights flicker and power supply in Windsor and wanted to know if the new development will exacerbate the problem. Will replied that power has not come up as an issue before, but he will reach out to the relevant department and include any comments in his staff report. • Tom Samuel raised concerns about the aesthetic of the building and compatibility and asked why it is four storeys. Arnav replied DA Policy standards in the R-4 zone cap buildings at 3 stories. The mansard roof hopefully reduces the impact of the building's height. Need the extra units because of the 25% affordable housing requirement and need to have more units to make it viable due to the lower rents of some units. • Janet Lowe raised concerns about other multi-unit buildings being constructed in Windsor and raised questions about whether these buildings will be filled with enough tenants once they are built. Councillor Ivy commented that developers are responsible for doing front-end research and there is a demand for housing in our region. • Mike Lyons stated concerns about water run-off and potential water coming down the driveways. He also asked who the developer is and whether they are Nova Scotia based. Arnav replied Pinnacle is a Nova
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	Scotia company and it will be all rentals. Will further explained that stormwater management is part of the DA requirement and criteria will be looked at by subject matter experts. • Paul Beazley via Zoom asked if there was any opportunity to have the front setback moved to the minimum 35 feet. Arnav replied that 27.7 ft setback is based on the average, which is generally consistent with the Windsor Municipal Planning Strategy. Ian further explained that lot grade also needs to be taken into consideration, if the front setback were increased, the building would sit further up the hill, making it appear taller. • Joni Airisto via Zoom asked whether the residents of the Dykeland Lodge have been considered. Councillor Ivy responded that representatives from Dykeland Lodge were present tonight and offered preliminary input, which shows that they were aware of the development that was about to occur.
Adjournment	The Public Information Meeting was adjourned at approximately 7:20 p.m.

Public Email Responses Submitted for the Application PIM

June 4, 2025

From: Justin Haynes

To: Will Hong

Hi Will,

As I mentioned in the meeting tonight, I am biased towards this as a Technical Committee member for CSA Group, but I would encourage your team to consider either in part or in whole, the following CSA Standard for ICT related infrastructure. As we all know more devices are becoming network connected which requires infrastructure and introduces risk to the owner and associated tenants.

<https://www.csagroup.org/store/product/2431684/>

If you have any questions, please reach out anytime, I'm happy to discuss in general or as it relates to this development.

Thanks,
Justin Haynes

June 6, 2025

From: Ken Rippey

To: Will Hong

Good day,

I just want to put into writing the concerns to myself and other residents within close proximity of this new development on King Street. Under 16.3.1 Water and Sewage Policy and Procedure at this time the water is not so concerning other than numerous breaks and shut downs in the very old system. Currently the sewage infrastructure in place is not adequate to handle the number of residents tied into the system, along with some modification done in front of the Clock Maker's Inn. I'm not sure of the year, but I am sure these modifications would be on file. Prior to the modifications we had no problems like we have now with raw sewage ending up in our backyards and also causing basement flooding. The rains do not need to be torrential to cause the overflow out of the manhole cover and flooding of raw sewage.

Before there is approval to add 72 more units to an already over loaded system, let's be smart for a change and do the proper ground work first. Not to mention the 24 unit that is being built just up the street and is tied into the same system.

I know this is in the very early stages of approval, so all bases have to be covered before approval is granted. Could you please send me a copy of the approval process and a copy of the 16.3.1 Water and Sewage Policy and Procedure.

Thank you for your considerations, I look forward to hearing from you!

Best Regards,

June 8, 2025

From: Richard Poole

To: Will Hong

Good day, I hope this email finds you well. My name is Richard Poole and I am a resident on King Street. I attended the meeting on June 4th in regards to the proposed 5 storey, 72 unit building on King street and had made several inquiries. I would like to take the time to touch on those points a little further in this email. There were also several of my neighbours, some of who were in attendance and some that were not that echo the concerns I am about to address.

The first point that I would like to address is the traffic on King street. King street is extremely busy from early morning until late evening. Traffic also gets congested on Chester road feeding onto King street. These vehicles not only slow down traffic on King street but they also create a lot of noise and pollution. Adding another 72 units on this street will only create more of a traffic burden along with more noise and pollution. King street and the sidewalks are also in poor condition and having the additional traffic will only make it worse. I would also like to point out that another apartment building is almost done construction in close proximity from this proposed site. This building will already be adding to the concerns I have just raised.

Secondly, and this hits hard with a lot of residence here. King street is a well established, aging community with Century old homes. This area has a beautiful atmosphere with the older homes and large trees. Adding a 5 story apartment building in this area will be devastating for the residence. Not only will this building look out of place, it will also infringe on people's privacy. Imagine living here for years and now having to worry about people looking at them while they relax in their backyard or by the pool. With 72 units there will also be an increase in noise, not only by the residents but by their vehicles and multiple HVAC systems heating and cooling the units.

We all understand that there is a housing crisis in our province but the development has to be done not only strategically but keeping in mind the maturity of the community, its residence, traffic, and overall appearance.

I (we) are wondering why so many apartment buildings have to be placed within Windsor? This is a beautiful town but it does not have the infrastructure or the ability to have the roads widened to handle the influx of traffic that will be created.

Windsor is the type of town that people want to come to avoiding the city type atmosphere as well as large buildings and traffic.

Unfortunately if we keep this kind of development going forward we are going to end up like Sackville. Ongoing traffic and congestion, noise and pollution. These types of multi unit buildings will also put a big strain on our already strained health care system.

We are not opposed to some type of development here, our concern is that it needs to represent the area and taking into account neighbouring properties, traffic congestion and noise.

I look forward to hearing back from you and would appreciate if you could keep me apprised of any upcoming meetings or developments on the property.

Please feel free to contact me with any questions you may have and I thank you for your time.

Richard Poole

June 11, 2025

From: Jamie Bird

To: Will Hong

Good morning Mr Hong,

Please find attached my letter concerning the proposed project plan for the land on King St in Windsor.

I am the resident in the house directly facing this proposed building, and I have included all my thoughts and concerns in the attached PDF for your review.

I would also like to mention that my husband and I both virtually attended the information session about this project last week. We both agreed with the rest of the citizen that spoke about their concerns regarding this project, and, like them, do not understand why a project of this scale is being considered for this area.

I thank you for taking the time to read through my concerns and remain at your disposal should you have any additional information that could address my concerns.

Warm regards,

Jamie

See Attached Letter

Jamie Bird

1470 King St

Windsor, NS, B0N 2T0

jb-xx@hotmail.com

581-991-3970

Date: June 11th 2025

Dear Mr. Hong,

I am writing to express my concerns regarding the proposed apartment building project **PID 45053220, King St, Windsor** currently under discussion in our community. While I understand and support the need for development, I believe it is essential that such projects are approached with a comprehensive view that goes beyond zoning and density considerations.

I am not opposed to development on this site; however, the scale of the proposed building raises several concerns:

- **Traffic Congestion:** The location is already situated on a very busy road. Adding at least 72 additional vehicles will significantly increase congestion and could pose safety risks for both drivers and pedestrians.
- **Environmental Impact:** The site currently hosts many mature trees that provide shade, support local wildlife, and help mitigate flooding. There is already an existing building footprint that could be used for a smaller-scale development, preserving more of the natural environment.
- **Wind and Microclimate Effects:** This area is known for being particularly windy, and the introduction of a large building could intensify wind gusts, making the environment less comfortable and potentially hazardous for pedestrians. Additionally, the removal of mature trees would have a significant impact on the local microclimate. These trees currently provide essential shade to nearby homes and to pedestrians using the sidewalk, helping to reduce heat during warmer months. Their root systems also play a critical role in absorbing rainwater and reducing runoff. As my home is located directly in front of the proposed building, I am particularly concerned that the loss of these trees could increase the risk of flooding—especially as our climate becomes more unpredictable. In times like these, we must work with nature, not against it, to build resilient communities.
- **Walkability and Car Dependency:** The site is not very walkable, which will likely make future residents heavily car dependent. The parking for this project is planned to be a 1:1 ratio, meaning 72 parking spaces for the residents, and the designated parking lot already is taking up most of the space on this land. How will people with more than one car, which is the case in most dual income households, park? This raises questions about sustainability and accessibility.
- **Impact on Dykeland Lodge Residents:** The proposed building would overlook Dykeland Lodge, replacing their current view with that of a parking lot. This change

could negatively affect the quality of life for those residents. Will the outdoor recreational space be a park with a lot of tall trees and greenery?

- **Loss of Green Space:** Across Windsor, we are seeing a concerning trend of diminishing green spaces. Most green spaces are in the town centre. As we consider the township's outward growth and expansion, it is important to recognize that sustainable development involves more than just housing and commercial infrastructure. To foster vibrant, livable communities, we must also prioritize the inclusion of green spaces and community amenities in these expanding areas. These elements are essential for supporting resident's well-being, encouraging social connection, and enhancing overall quality of life. This particular site would be ideal for a park, offering long-term benefits to the community.
- **Urban Planning Considerations:** If the goal is to develop Windsor in a way similar to Bedford, we must also consider the infrastructure that supports such growth—like public transportation and walkable amenities—which Windsor currently lacks.
- **Building Setbacks and Height:** I urge the municipality to respect the 35-foot setback from the road and the 3-story maximum height guideline. These standards help maintain the character and livability of our neighborhoods.
- **Privacy and Landscaping:** A large building so close to the road raises concerns about privacy for nearby residents. I would also like to know what kind of landscaping is planned—mere shrubs will not be sufficient to mitigate the visual and environmental impact.

While I appreciate the developer's intention to design a building that aligns aesthetically with the surrounding homes—such as incorporating a mansard roof and dormer-style windows—I am not convinced that these features alone will ensure compatibility with the neighborhood. A 4.5-storey complex set back only 27 feet from the road feels disproportionate to the area's character. Surely, a smaller, more appropriately scaled building with greater setback would better suit this location and allow for the preservation of mature trees and local wildlife.

Just because we *can* build something does not necessarily mean we *should*. While the zoning may permit it, the lot is vacant, and it may be part of the provincial land for housing program, that does not automatically justify placing a development of this scale in this space. I understand that development is important—and I fully agree that we need more housing—but density and zoning should not be the only considerations. We must also think about what makes a town worth living in. Do we want Windsor to become merely a bedroom community for Halifax, or do we want new residents to feel connected and invested in this town? Green and community spaces, services, and walkability are essential to that vision. I was pleased to see the inclusion of bike parking in the proposal—an excellent idea—but Windsor currently lacks bike lanes. With increased traffic from this and other developments, I worry that biking will not be a safe or practical option.

I hope these concerns will be taken into serious consideration as the project moves forward. I appreciate your time and commitment to ensuring that development in Windsor is thoughtful, sustainable, and community oriented.

Sincerely,

Jamie

June 17, 2025

From: Kelly Bingham

To: Will Hong

To Whom It May Concern,

Re: Protection of Green Space – PID 45053220 (King Street)

I am writing to express my deep concern regarding the potential development of the green space located at PID 45053220 on King Street. As a member of this community, I urge the municipality to reconsider any plans for dense urban development on this property, and instead protect and preserve it for current and future generations.

This parcel of land is not just another empty lot — it is a living piece of our community's heritage, home to heritage trees and rare species that deserve recognition and protection. The natural landscape provides beauty, biodiversity, and a unique sense of place that simply cannot be replaced once lost.

Just behind this property lies a seniors' home, whose residents benefit from the peace and natural surroundings. The presence of this green space contributes significantly to their quality of life. Losing it would not only affect the ecosystem but also the well-being of some of our most vulnerable citizens.

King Street is already a very busy road, and adding a dense housing development would exacerbate traffic congestion and safety concerns. Urban intensification should be thoughtfully placed — preferably in areas that already support it, such as vacant lots, underutilized spaces, or areas closer to groceries, services, and infrastructure already in development.

Every day, this space is quietly woven into the life of the community — children from local daycares, playschools, and high schools walk along its edges, often heading for a slice of pizza at Fred's or simply enjoying the outdoors. Imagine if this space was thoughtfully enhanced — with benches, paths, creating a small natural park, which already exists with mowing and maintenance. There's already a road and small parking area in place — the bones are there. All it needs is vision and stewardship.

Too many cities have grown too quickly and neglected to protect their natural assets. The result? Urban landscapes where murals and digital projections try to mimic what was once real. It is disheartening to see natural spaces sacrificed when we could be enriching what already exists.

I respectfully urge the municipality to preserve PID 45053220 as a natural green space, and consider more suitable locations for development that better align with infrastructure, traffic patterns, and access to amenities. Affordable housing is essential, but where we place it is equally important. Let us build a city that balances growth with the protection of nature — a city we can all be proud of.

Thank you for considering this important matter.

Sincerely,

June 18, 2025

From: Cara Sawka

To: Will Hong

Dear William Hong,

As with most beauty, it is a skill to recognize when and where to let it be.

PID 4505 3220, in Windsor, Nova Scotia, will hopefully be recognized and preserved.

Cara Sawka

June 18, 2025

From: Valerie Newcomb

To: Will Hong

This fine peaceful green area adds so much character to the neighbourhood.

Future development could bring noise pollution, light pollution, water runoff, increased volume for sewer line, and increased traffic.

I am opposed to this plan, Valerie Newcomb