MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

COUNCIL MEETING AGENDA

Tuesday, September 8, 2026, 7:30pm

Council Chambers
Municipal Administration Building
285 Beech Hill Road
Beech Hill, NS B2G 0B4

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1. Call to Order – Chair Nicholas MacInnis
2. Approval of Agenda
3. Consideration of August 25, 2026 Municipal Council Minutes
4. Business Arising from the Minutes
5. Delegations
   a. There are no scheduled delegations
6. Correspondence
7. Committee Reports
   a. September 8, 2026 Committee of the Whole Report
8. Reports from Individual Council Members on Outside Boards, Conferences, and Community Activities
9. Motions
   a. Development Agreement – Church Street Extension

   The Council of the Municipality of the County of Antigonish intends to consider and, if deemed advisable, approve an application on behalf of Riavan Investments Limited to) enter into a Development Agreement for a 40–60-unit apartment complex on Lots 1A (PID 01248673) and 2 (PID 01286475) Lands of Riavan Investments Limited, 21 Church Street Extension, West River, Antigonish County and
10. Miscellaneous Business
11. Adjournment

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

Special Municipal Council Meeting- Minutes

Tuesday, August 25, 2026
Following Committee of the Whole
Council Chambers
Municipal Administration Building
285 Beech Hill Road
Beech Hill, NS B2G 0B4

Councillors Present:
Warden Nicholas MacInnis
Deputy Warden John Dunbar
Councillor Mary MacLellan
Councillor Adam Baden-Clay (by Zoom)
Councillor Shawn Brophy
Councillor Wayne Melanson
Councillor Gary Mattie
Councillor Harris McNamara
Councillor Sterling Garvie

Regrets:
Councillor Richelle MacLaughlin

Staff Present:
Shirlyn Donovan, CAO
Beth Schumacher, Municipal Clerk

Also Present:
Corey LeBlanc (by Zoom)
Gallery (by Zoom)

Call to Order- Warden MacInnis

Warden MacInnis called the meeting to order at 6:41pm.

Approval of Agenda

Warden MacInnis called for approval of the Council meeting agenda.

Min # 2026-111
Moved and Seconded

That the agenda be approved as presented.

Motion Carried

Consideration of the July 9, 2026 Special Municipal Council Minutes

Warden MacInnis called for any errors or omissions in the minutes of July 9, 2026. Hearing no concerns, the minutes were considered accepted as presented.

Consideration of the July 13, 2026 Special Municipal Council Minutes

Warden MacInnis called for any errors or omissions in the minutes of July 13, 2026. Hearing no concerns, the minutes were considered accepted as presented.

Business Arising from the Minutes

There was no business arising from the minutes.

Committee Reports

August 25, 2026 Committee of the Whole Report

Min # 2026-112
Moved and Seconded

That Municipal Council award the tender for the Wastewater Treatment Facility – System Assessment and Pre-Design to RVA in the Amount of $99,100 + HST.

Motion Carried

Min # 2026-113
Moved and Seconded

That Municipal Council support the funding request for the Eastern Nova Scotia Exhibition Barn Rebuilding Capital Project in the amount of $20,000 as a platinum sponsor.

Motion Carried

Min # 2026-114
Moved and Seconded

That Municipal Council sign the Memorandum of Understanding between the Town of Antigonish, the County of Antigonish, and the Hospital Foundation regarding Helping Healthcare Antigonish.

Motion Carried

Min # 2026-115
Moved and Seconded

That Municipal Council send a letter to Minister Thompson, Minister Morrow, and Minister Tilley regarding the need for brush cutting through the County, specifically on the Heatherton Guysborough Road.

Motion Carried

Min # 2026-116
Moved and Seconded

That Municipal Council reserve the 2026 Freightliner 114SD Tandem Axle Chassis and the LaBrie Expert Manual Comingle Side Loader 35 yard mounted on approved chassis plus the safety add-ons for a total of $496,130 + HST.

Motion Carried

Miscellaneous Business

There was no miscellaneous business.

Adjournment

Min # 2026-117
Moved and Seconded

That the Municipal Council meeting adjourns at 6:45pm.

Motion Carried

Warden Nicholas MacInnis

Shirlyn Donovan, CAO

To: **Antigonish County Council**

From: **Planning Staff (EDPC)**

Date: **September 8, 2026**

Reference: **Addendum Report - File No. AT-DA2025-008**

1) **Application on behalf of Riavan Investments Limited to enter into a Development Agreement for a 40–60-unit apartment complex on Lots 1A (PID 01248673) and 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County and**

2) **Application to rezone a portion of Lot 1A (PID 01248673) and Lot 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County from the Residential (R-1) Zone to the Local Commercial (C-1) Zone.**

Recommendation:

Planning Staff recommend that Antigonish County Council enter into a Development Agreement for a Medium Density Residential Apartment building at the corner of Church Street Extension and Highway 4, (PID 01248673 and 01286475), West River, Antigonish County; in accordance with Council's Policy L-2.12 to consider approval of multiple unit dwellings within the Residential Designation according to the development agreement provisions of the Municipal Government Act and further that Lot 2 be rezoned from the Residential (R-1) Zone to the Local Commercial (C-2) Zone in accordance with Council's Policy L-2.15 to consider rezonings to the Local Commercial (C-1) Zone in areas designated Residential.

Information:

Staff received an application from representatives of Riavan Investments Ltd seeking a Development Agreement to allow for a residential apartment building with a maximum of sixty (60) dwelling units as well as a rezoning request for a portion of Lot 1A (PID 01248673) and Lot 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River.

A staff report recommending in favour of the rezoning was presented to Planning Advisory Committee at their May 5, 2026, meeting. PAC recommended Council give first reading approval to the development agreement and rezoning amendments and set a public hearing date. The Public Hearing was held June 1, 2026, and given the issues raised by members of Council and the public the item was tabled, and staff were asked to provide further information regarding the application. The following are staff's responses to the various issues raised at the hearing:

1) **Sewer and Water Capacity –** Questions were raised with respect to the availability and sufficiency of water and sewer services for the development. This issue was addressed in the original staff report in response to the requirement for Council to consider this matter as part of the general implementation policy. Nevertheless, to reiterate, in correspondence dated October 8, 2025, the Director of Public Works for the Municipality of the County of Antigonish was asked three questions relative to this development:

    a. Are the municipal sewer and water services adequate to support the proposed development?

    b. Are the municipal water services adequate for fire protection? And

    c. Are there any upgrades required as a result of this development?

    These three questions were then again asked in correspondence dated November 17, 2025, to the Director of Infrastructure and Engineering for the Town of Antigonish.

    With respect to the first question, we received written confirmation from the Town Engineer that there is adequate municipal water and sewer services to provide potable water to the building as well as sewer services. It was also noted with respect to the third question that new sewer connections were installed for this development to the property line in conjunction with the construction of the roundabout.

    With respect to the second question, in addition to a written response we received a "Fire-Flow Calculation Report" which examined three different construction type scenarios, completed a Water Supply Analysis, and presented professional recommendations from the Director of Infrastructure and Engineering for the Town of Antigonish who is qualified as a Professional Engineer. The proposed development agreement requires the developer to meet the fire protection requirements of the Municipality and the National Building Code.

2) **Access from the Site to Highway 4 –** There was some concern regarding a second exit from the property which could be used in case of an emergency. The site plan shows a right-turn-exit-only access to the old Trans-Canada Highway but at the time of the Public Hearing no approvals had been obtained from the Provincial Department of Public Works.

    For the staff report, correspondence was sent to the Department October 8, 2025, asking "…whether the proposal is premature or inappropriate by reason of the adequacy of the street or road networks adjacent to and leading to the development or any upgrades that may be required as a result of the proposal…" Staff received a preliminary response October 17, 2025 with no concerns raised. A follow-up email was sent November 10, 2025, with a copy of the site plan providing more information for review. A second response was received

December 4, 2025, again concluding: "The Department does not have any concerns currently with the surrounding road networks nor public street access."

In response to the concerns regarding a second proposed exit, staff reached out again to the Area Manager for the Department June 3, 2026. Staff were informed by the Department that an application had just been made June 2, 2026, for the access. On June 12, 2026, planning staff were informed that the proposed exit from the property to the Controlled Access portion of Trunk 4 had been reviewed with the Access Engineer. They considered that there was no operational need for this exit as the roundabout has adequate capacity and provides a safer location without potential for wrong way traffic movements. Therefore, we were informed that access to Trunk 4 would not be approved.

In response the developer has asked the Department of Public Works to further consider the viability of a gated emergency only access to Highway 4 but as of the writing of this report we have not heard the outcome of that second review.

Nevertheless, staff would not recommend against approving the Development Agreement based on this comment. The overall response from the Department is that the proposal is neither premature nor inappropriate by reason of the adequacy of the street or road networks adjacent to and leading to the development.

3) **Scale of the Development –** There was some concern regarding the development being out-of-scale from the surrounding area. One comment made was that this would be the only four storey building in the County and that the Maples Apartment building in the Mount Cameon subdivision is only three storeys. Municipal Council approved the development agreement for the Maples Apartment March 14, 2023, and it was signed May 9, 2023. That development agreement is for a "4-storey apartment with approximately 60 units…" Similar to this agreement, it allowed for flexibility depending on the mix of apartment sizes to a maximum of sixty. The developer constructed a fifty-nine (59) unit four storey building.

   The scale of this development is something which was extensively reviewed in the original staff report. Policy L-2.12 sets out six primary criteria for Council's consideration when approving a development agreement. Overall, these policies guide council with respect to a development being compatible with the surrounding neighbourhood. At the same time the staff report does acknowledge this intersection of Highway No. 4 and Church Street Extension is a designated "Commercial Node" the viability of which has been enhanced by the development of a roundabout. Part of the staff analysis for the development agreement took into consideration the as-of-right commercial development permitted on the site as well as the larger developments in the immediate neighbourhood.

4) **Public Hearting Notice –** It was suggested that there was insufficient notice to members of the Public Regarding the public hearing.

   The *Municipal Government Act* has two requirements for notification of public hearings. The Act states: 206 (1) Prior to holding a public hearing required under this Part, the clerk shall provide notice of the public hearing at least fourteen days before the date of the public hearing by either (a) **placing the notice in a newspaper** circulating in the municipality, inserted at least once a week, for two successive weeks; **or (b) posting the notice on the municipality's website.** The Municipality does both. In addition, the notice and copies of the staff report are posted on the Commission's website. Finally, it was also posted to the County's Facebook page on May 15, May 26, May 29 and June 1, 2026.

   Also, Section 2.13 of the West River Antigonish Harbour Land Use By-law states: "When an application has been received to amend the By-law, all affected property owners on abutting lots to the subject property shall be notified by the Commission of the public hearing."

   Planning staff interpret "abutting lots" to be immediately adjacent to the property so properties across the road did not receive notification. Therefore, three notifications including staff reports were hand delivered prior to the hearing in accordance with Municipal Policy. Staff had conversations regarding the proposals with two members of the public when delivering the packages.

Conclusion:

Planning Staff have reviewed the issues raised at the public hearing and still are providing the following two recommendations for consideration by Municipal Council:

> That Municipal Council give second reading approval of the proposed rezoning of the portion of Lot 1A (PID 01248673) and Lot 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County from the Residential (R-1) Zone to the Local Commercial (C-1) Zone, and
>
> That Municipal Council give second reading approval to entering into a Development Agreement for a 40–60-unit apartment complex on Lots 1A (PID 01248673) and 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County.

These recommendations are based on meeting the requirements of the relevant polices found in the West River Antigonish Harbour Secondary Planning Strategy and after consideration of presentations made by members of the public at a Public Hearing held June 1, 2026.

To: **Antigonish County Planning Advisory Committee**
Antigonish County Council

From: **Planning Staff (EDPC)**

Date: **May 5th, 2026**

Reference: **File No. AT-DA2025-008**

1) **Application on behalf of Riavan Investments Limited to enter into a Development Agreement for a 40–60-unit apartment complex on Lots 1A (PID 01248673) and 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County and**

2) **Application to rezone a portion of Lot 1A (PID 01248673) and Lot 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County from the Residential (R-1) Zone to the Local Commercial (C-1) Zone.**

Staff Recommendation:

Staff recommend that Council on behalf of the Municipality of the County of Antigonish enter into a Development Agreement for a Medium Density Residential Apartment building at the corner of Church Street Extension and Highway 4, (PID 01248673 and 01286475), West River, Antigonish County; in accordance with Council's Policy L-2.12 to consider approval of multiple unit dwellings within the Residential Designation according to the development agreement provisions of the *Municipal Government Act* and further that Lot 2 be rezoned from the Residential (R-1) Zone to the Local Commercial (C-2) Zone in accordance with Council's Policy L-2.15 to consider rezonings to the Local Commercial (C-1) Zone in areas designated Residential .

Description	
Designation:	Residential
Current Zoning:	Residential (R-1) and Local Commercial (C-1)
Requests:	Development Agreement Rezoning R-1 to C-1
Identification No:	Lot 1A PID 01248673 (1.86 acres) and Lot 2 PID 01286475 (0.65 acres)
Total Lot Area:	2.51 Acres
Site Visit:	September 19, 2025 April 22, 2026

Background Information:

On August 1, 2025, staff received an application from representatives of Riavan Investments Ltd seeking a Development Agreement to allow for a maximum of 60-unit residential apartment building. Currently the properties are located within the Residential Designation and zoned Residential (R-1) and Local Commercial (C-1) (See zoning Map). Part 5.1. subsection of the West

River Antigonish Land Use By-Law states: "*The following developments shall be permitted only by development agreement, in accordance with the Municipal Government Act and the Municipal Planning Strategy… multiple unit residential uses with six (6) or more dwelling units Policy L-2.12"*



Figure 1: Subject Site (outlined red) Proposed Phase 1 Development

Riavan Investment Limited has therefore requested to enter into a development agreement to build a multi-unit apartment building (more than six units) as a first phase of a two-part development. The developer has indicated that Phase 1 will consist of a fully residential 4-storey apartment with a building footprint of approximately 1,400-1,500 square metres containing 40 to 60 residential units. The units will vary in size and orientation with a mix of 1 bedroom, 1 bedroom + den, 2 bedroom, and 2 bedroom + den plans. The final mix of units will determine the total number of apartments in the building, but the architectural design will remain similar. The first floor of the apartment building will include accessible units and will focus on providing attainable rental options to the community. The second and third floors will be market for-rent units, and the fourth-floor units will be slightly enhanced to appeal to an older demographic. Each unit will have amenity space in the form of a patio or deck space.

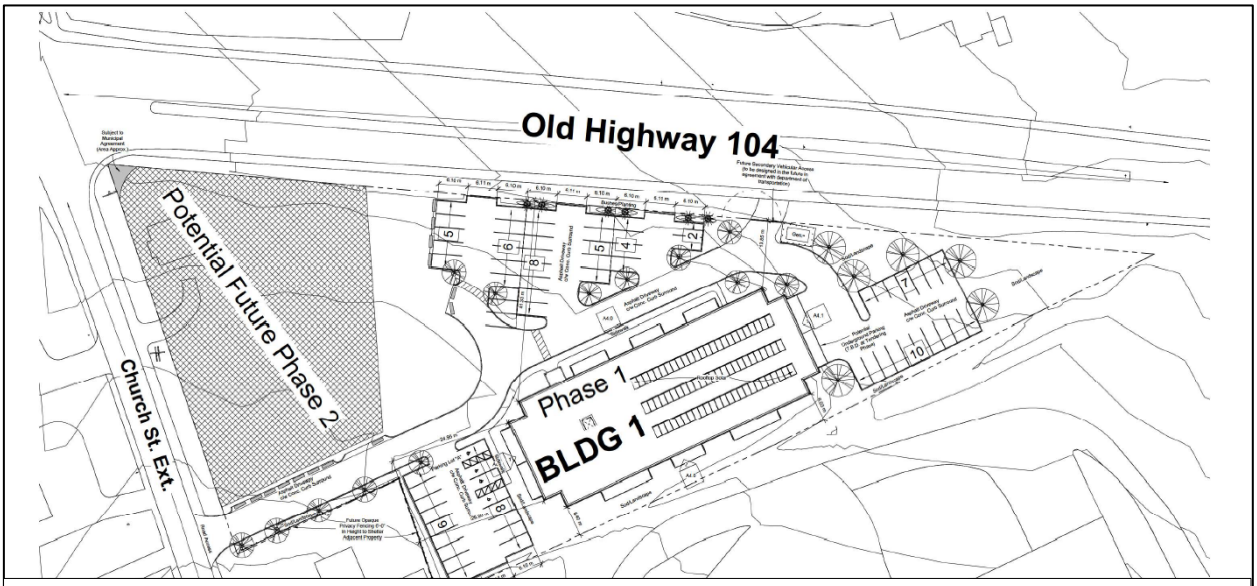


Figure 2: Proposed Site Plan - Underground Parking Option

The site allows for all parking requirements to be met through surface parking; however, the applicant requested the development agreement to allow an option including underground parking with fewer surface spaces. While the land use by-law requires 1.5 parking spaces per apartment unit, recent bylaw parking requirements in the region have been reducing these requirements in keeping with industry standards. Many Canadian multifamily developments aim for 0.5–1.0 spaces per unit overall, with lower ratios (0.3–0.7) in transit-served urban areas and higher (0.8–1.2) in car-dependent suburban/rural zones. Even with the close location to the Active Transportation trail a 1.2 units per apartment would be more appropriate for a development of this nature. At a maximum unit count of 60 this would require 72 spaces as opposed to 90 spaces. The developer would still be required to meet the 50% hard surface requirement. Figure 2 with the underground parking and Parking Area "A" eliminated has 84 parking spaces.

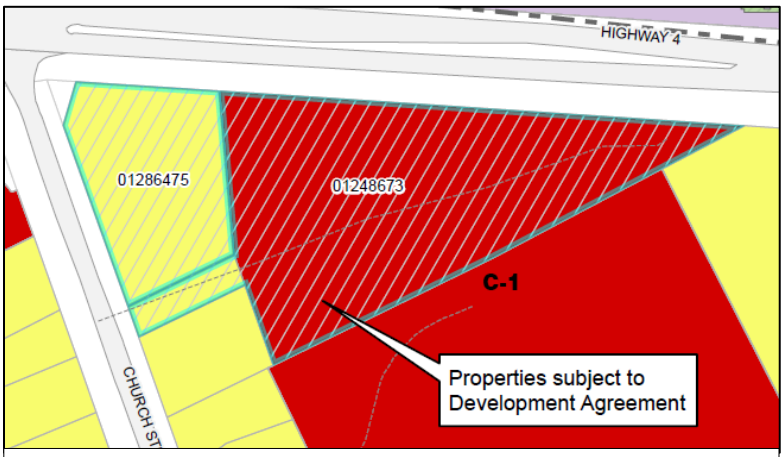


Figure 3: Area Subject to Proposed Development Agreement

Phase 2 of this property is intended to be developed in the future and would be subject to the zone requirements of the Local Commercial (C-1) Zone. The intended use of this portion of the site is to construct a small-medium size commercial space to be rented/leased. The tentative size of the footprint of this future building is no more than 800-1,000 square meters.


Figure 4: Western Elevation as Seen from Church Street Extension

There have been two significant developments in this area over the last few years. The first is the recent completion of the roundabout at the intersection of Church Street Extension and the Old Trans-Canada Highway (Highway 4) which replaced a traffic-light-controlled intersection. This significantly increased the capacity of this intersection, especially with respect to traffic exiting Church Street Extension. Studies, including those done by the US Federal Highway Administration, show roundabouts can increase intersection capacity by 30–50% compared to traditional signalized intersections. One analysis found a 67.8% capacity increase, with average delay

dropping 72% and queues reduced dramatically.

The second major development in the area was the commencement of construction of the new RK MacDonald Nursing home which is a three-storey (13.5 metre high) 144-bed long-term care home at 61 Church Street, South of this proposed development.

Site Visit - Context:

The subject properties, PID 01248673 and PID 01286475, are located on Church Street Extension (Figure 2). The site is currently flat and contains little vegetation. There are, however, narrow strips of short brush and vegetation between the subject properties and the adjacent properties to the East. The three abutting properties include one residential property located at the road and two larger properties owned by Dandarden Enterprises Inc. The Dandarden properties are the location of the former Atlantic Co-op Grocery store constructed in the 1980s and now used for a warehousing and light manufacturing facility. A small buffer of trees exists between the properties and Riavan Investment Ltd.'s property; however, the business is visible from the subject property. Across the Church Street Extension is a furniture store and across Highway 4 are two restaurants, one with a drive through and a regional shopping centre.

Analysis (Development Agreement):

Development agreements allow a municipality to review and consider a development proposal for certain uses that are not permitted as-of-right by the Land Use By-law. A development agreement is a legal contract which is negotiated between Municipal Council and the Applicant. The agreement is registered and runs with the title of the land. Subsequent owners of the property are bound by the terms of the development agreement. Policy L-2.12 of the West River Antigonish Harbour Municipal Planning Strategy (MPS) sets out that: "*It shall be the policy of Council to consider approval of… multiple-unit dwellings… within the Residential Designation according to the development agreement provisions of the Municipal Government Act"*

Policy L-2.12 then sets out six primary criteria for Council's consideration when approving a development agreement. These are summarized in Appendix A of this report. Overall, these policies guide council with respect to a development being compatible with the surrounding neighbourhood. As part of this review staff considered the existing commercial nature of the intersection as well as the changing character of the area as a result of recent developments. For example, the policy speaks to whether the height, bulk, lot coverage and appearance of any building is compatible with adjacent land-uses. Using a former grocery store, an existing furniture store, a shopping mall and now the new long term care facility under construction as "adjacent land uses" the proposed apartment building is seen to be compatible with this mix. Further the C-1 zone, which is the zone on the majority of the property, allows for higher density uses as of right. Nevertheless, with respect to the single unit dwelling abutting the site there are buffering provisions in the zone which take the form of landscaping and fencing which are therefore also

incorporated into the development agreement.

Does the Proposal Meet the Requirements of the Zoning?

Policy L-2.12(a) requires that the proposal meet the requirements of the R-2 Zone. With the exception of the building height, which has been addressed through the Development Agreement by permitting an additional one storey (approximately 5 feet), the proposal conforms to the R-2 Zone requirements. One of the requirements of the zone which is reflected in the development agreement is a maximum of 50% Hard surface. While the appendices presently show more than 50% hard surface the agreement states the following: *"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.*" Further to meet the hard surface requirements will mean an elimination of surface parking. Therefore, the agreement requires that no parking be permitted in the area identified as "Parking Lot A". This will allow for enhanced buffering between the proposed building and the homes along the East Side of Church Street Extension (See Figure 5B).



Figure 5A: Proposed Church St. Ext. Elevation of the New Nursing Home Facility (under construction)

How Does the Proposed Development Relate to Neighbouring Uses?

Policy L-2.12 (b) considers whether the height, bulk, lot coverage, and appearance of a building are compatible with adjacent land uses. The proposed development is significantly larger in scale than the surrounding single-unit dwellings, which comprise much of the immediate neighbourhood. However, the subject site is in close proximity to an established commercial area. Commercial uses including grocery, retail, and several dining establishments are located directly across Highway 4 and are accessible via the existing roundabout and pedestrian routes. In addition, a long-term care home is being constructed on the same street as the proposed apartment complex, introducing a higher-density residential form within the immediate streetscape.

Staff acknowledge that the height and massing of the proposed development will have a visual impact on nearby residential properties. Nevertheless, the proposed building is set back from the houses on Church Street Extension and relates more to Trunk 4, establishing a street wall which would shield those homes from traffic noise as well as noise associated with the proposed parking lot. Also, the massing of the building is concentrated back where the existing commercial zoning is which would allow an as-of-right building of similar massing. Finally, given the site's immediate

proximity to established commercial and institutional uses, the proposal is considered contextually appropriate. The West River Antigonish Harbour Municipal Planning Strategy supports the provision of a range of housing types and densities to meet community needs. For these reasons, staff are satisfied that the proposal fulfills the intent of Policy L-2.12 (b).

What consideration has been Given to Landscaping and Parking?

The proposal satisfies the landscaping requirement by exceeding the visual barrier zoning requirement of a fence with a minimum height of 1.5 metres (5.0 feet) between the development and abutting residential properties zoned Residential (R-1). The development agreement requires opaque fencing with a minimum height of 1.85 metres (6.0 feet) to be established and maintained in perpetuity along the southern property boundary where the subject property abuts lands zoned Residential (R-1). Also, the agreement requires refuse containers, located outside of the building to be buffered from adjacent properties and from streets by means of opaque fencing, masonry walls, landscaping or building elements of a combination of these and specifically excludes them from being located the area defined as Parking Lot "A". Also, this area is prohibited from being used for parking. These provisions address the intent of Policy L-2.12(c) with respect to landscaping and Policy L-2.12(d) with respect to parking.



Figure 5B: Neighbouring Properties South Along the Church Street Extension

What consideration has been Given to Amenity Space?

With respect to Policy L-2.12(e), which evaluates whether adequate on-site amenity space is provided in extent and design relative to the nature of the development, staff are satisfied that



Figure 6: Proposed Northern Elevation as Seen from Trunk 4

the policy is met. The proposal includes private balcony space for each dwelling unit, providing functional outdoor amenity space appropriate for an apartment-style residential development.

Conclusions: Policy L2.12

Staff are of the opinion that there will be an impact on neighboring properties due to the scale of the development though the development is deemed to be compatible with the surrounding community. The development helps create a community offering a mix of different housing types and densities which appears to be in line with the West River Antigonish Harbour MPS reflected in the paragraph below taken from Section 3.2.4: "*Changing demographics particularly an aging population, may bring on a greater demand for a variety of housing types to meet changing needs, such as an increase in the number of residents wishing to remain independent in their communities, but in smaller, clustered accommodations with shared amenities. Higher-density residential uses are also more efficient in terms of land, water and sewer service consumption. Council is supportive of multiple-unit residential developments and will establish the Residential Multi-Unit Zone within the Residential Designation in order to accommodate new and future developments.*"

Analysis of the General Implementation of a Development Agreement

The final criterion in Policy L-2.12 refers to the General implementation policy for development agreements. These are also summarized in Appendix A of this report.

The first general implementation policy for development agreements has two parts. First, it relates to conformity with the intent of the Municipal Planning Strategy which looks back to the main enabling policy for multi-unit developments by development agreements: Policy L-2.12. Secondly it requires that the agreement meets the requirements of all other applicable municipal by-laws and regulations, that is, ensure the development is not premature or inappropriate.

Council shall consider whether the proposal is premature or inappropriate because of Policy I-1.12 (b), which directs the evaluation of the following factors:

i) the financial capability of the Municipality to absorb any costs relating to the development,
ii) the adequacy of sewer and water services to support the proposed development,
iii) the adequacy and proximity of school, recreation and other community facilities,
iv) adequacy of road networks adjacent to, or leading to the development and
v) the potential for the contamination of watercourses or the creation of erosion and sedimentation.

The Financial Capability of the Municipality to Absorb any Costs Relating to the Development

On January 24, 2026, Staff received input from the Municipality of Antigonish County's Department of finance regarding Policy I-1.12 (b)(i) the financial capability of the Municipality to

absorb any costs relating to the development. In the official letter received, the Chief Administrative Officer confirmed that this proposal is not premature or inappropriate by reason of the financial capability of the Municipality to absorb any cost relating to the development. The proposed development meets Policy I-1.12 (b)(i) based on the above comment received.

The Adequacy of Sewer and Water Services to Support the Proposed Development

Policy I.1.12 (b)(ii) refers to the adequacy of sewer and water services to support the proposed development. These services are provided by the County via a connection to the Town utilities on the other side of Trunk 4. Therefore, additional consultation was done with the Town to ensure capacity. Staff obtained comment on April 21, 2026, from the Town of Antigonish Engineer that municipal sewer and water services were adequate to support the proposed development and did not require any upgrades because of the development. The Town Engineer also provided a full report March 23, 2026 on municipal water services for fire protection regarding the development and while no municipal upgrades are required due to the development the report concluded *"Type V (wood-frame) construction exceeds the available municipal fire flow and is not feasible without significant changes to building design or municipal infrastructure upgrades. Based on available site information and surrounding development, no significant external exposures requiring additional fire flow have been identified at this stage."* The development agreement requires the developer to comply with these requirements for fire protection and therefore the proposal complies with Policy I.1.12 (b)(ii).

Further, Section 2.5 "Cost, Expenses, Liabilities, and Obligations" of the Development agreement, require the developer to be is liable and obligated to meet all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property. This includes the fire protection requirements of the Municipality and the National Building Code. These requirements shall be met prior to the issuance of a building permit.

The Adequacy and Proximity of Schools, Recreation, and Other Community Facilities

Regarding Policy I-1.12 (b)(iii), which considers the adequacy and proximity of schools, recreation, and other community facilities, staff are satisfied that the proposed development meets this criterion. The apartment complex is in close proximity to St. Francis Xavier University and a major commercial node that includes grocery, retail, and restaurant services such as Sobeys, Canadian Tire, the Antigonish Mall, and several dining establishments. The site is also well served by active transportation routes, including Highway 4, nearby access to Highway 104, and established walking paths. Staff are of the opinion that future residents will have convenient access to a wide range of recreational opportunities and community facilities, thereby satisfying Policy I-1.12 (b)(iii).

The property fronts on Church Street Extension which is a provincially owned road and connects to the Highway 4. On October 17, 2025, Staff received comment from the Provincial Department

of Public Works. The Department noted the road network adjacent to or leading to the proposed development is adequate and does not require upgrades due to the development. The Department does not have any concerns currently with the surrounding road networks nor public street access. Based on these comments, the proposal satisfies the criteria for Policy I.1.12 (b)(iv) adequacy of road networks adjacent to or leading to the development. It should be noted that the right-turn-only exit on to the Highway 4 is an option which would require approval from the Nova Scotia Department of Public Works.

Potential for the Contamination of Watercourses or the Creation of Erosion and Sedimentation

Policy I-1.12 (b)(v) references the potential for the contamination of watercourses or the creation of erosion and sedimentation. The proposed development site is located several lots away from the nearest water body, the West River. The lot itself is relatively flat and situated uphill from the closest watercourse. The Developer will also be required to follow the Erosion and Sedimentation Control section of the Development Agreement. Also, provisions have been included within the Development Agreement requiring that the developer provide an erosion and sedimentation control plan (as required by Policy I.1.12(d)) and a storm water management plan (as required by Policy I.1.12(e) before a Development Permit can be granted. For these reasons the proposal complies with Policy I-1.12 (b)(v).

Potential for Damage to or Destruction of Historical Buildings and Sites

Policy I.1.12 (c) Whether the development has potential for damage to or destruction of historical buildings and sites, is not applicable to this development given the site is vacant and staff confirmed that there are no heritage resources in the area of the proposed development. Since the proposal complies with all of Policy I.1.12, the proposal also meets Policy L-2.12 (f), whether the proposal is consistent with the criteria for development agreements found in Policy I-1.12.

Analysis (Rezoning):

This portion of the development is located at the corner of Highway 4, and the Church Street Extension is zoned Residential (R-1) Zone. Immediately behind and abutting this property as well as across the street to the West the properties are zoned Local Commercial (C-1)



Figure 7: Subject Site (outlined red) Proposed Phase 2 Development

Zone. The developer is proposing to rezone the corner lot as well as the driveway to Phase 1, from the Residential (R-1) Zone to the Local Commercial (C-1) Zone (Figures 7 and 8).

The main purpose of this rezoning is to bring this corner piece of property into conformity with the zoning on the rest of the development site and thus allow for that portion of the development to be developed in accordance with the provisions of the Local Commercial (C-1) Zone.

The West River Antigonish Harbour Secondary Planning Strategy has specific policies relating to a potential rezoning from the Residential (R-1) to the Local Commercial (C-1) zone within the Residential Designation. Policy L-2.15 states that, *"It shall be the policy of Council to permit rezonings to the Local Commercial (C-1) Zone in areas designated Residential subject to the following criteria:*

a) The proposed development is compatible with adjacent residential uses with respect to scale and use;
b) The location of the proposed development does not create any major traffic problems;
c) The lot on which the proposed development is situated is adequately served by a centralized sewer system and/or centralized water system or if on-site services are to be used, these services are adequate for the C-1 Zone; and
d) The proposal meets the implementation criteria listed in Policy I-1.10."

The detailed analysis of these criteria is felt to be covered by the analysis provided in the discussion regarding the proposed Development Agreement, although the one separate issue raised in the circulation of the proposed rezoning was by the Nova Scotia Department of Public Works in their October 17, 2025 correspondence, noting that "Potential future Phase 2 must have access shared with Phase 1." These criteria are also summarized in Appendix A of this report.

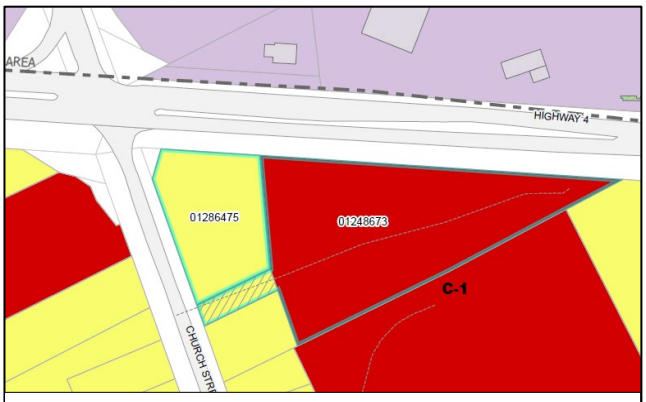


Figure 8: Area of Proposed Rezoning from Residential (R-1) to Local Commercial (C-1)

The implementation Policy I-1.10 is similar to the development agreement implementation policy I-1.12 and is summarized in Appendix A of this report.

Statements of Provincial Interest:

The purpose of the Statements of Provincial Interest (SPI) is to protect the common public interest and encourage sustainable development in municipalities. SPI are policy statements adopted by the provincial government under the powers of the *Municipal Government Act*. They are set out in Schedule "B" of the MGA and came into effect on April 1, 1999. Legislation requires that

municipal planning documents are “reasonably consistent” with the SPI. As such, the following comments are offered with respect to consistency of the proposal with the SPI:

1. Drinking Water: The proposed development does not impact the provision of drinking water. The property is not located within a well field or an area covered by a Source Water Protection Plan.
2. Flood Risk Areas: Not in an identified flood risk area.
3. Agricultural Land: Not considered agricultural land or impacting agricultural lands.
4. Infrastructure: Makes use of existing municipal water with no demand for new municipal infrastructure subject to caveats identified by staff.
5. Housing: The proposed development provides housing for up to 60 units.

The proposed development is reasonably consistent with the Statements of Provincial Interest.

Conclusion:

Analysis of the site and proposal, completed through a review of relevant policies the Municipal Planning Strategy indicate that the draft development agreement is in keeping with the intent of policy as set by the Municipality of Antigonish County for the West River Antigonish Harbour Plan Area. Further, the rezoning application for Lot 1A (PID 01248673) and a small portion of Lot 2 (PID 01286475) Church Street Extension also meets the intent of the Municipal Planning Strategy. The proposed rezoning from R-1 to C-1 is consistent with the relevant rezoning policies.

Therefore, staff are providing the following recommendations for consideration by the Planning Advisory Committee:

> That the Planning Advisory Committee recommends that Municipal Council give first reading and schedule a Public Hearing for the proposed rezoning of the portion of Lot 1A (PID 01248673) and Lot 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County from the Residential (R-1) Zone to the Local Commercial (C-1) Zone.
>
> And further the Planning Advisory Committee recommends that Municipal Council give first reading and schedule a Public Hearing to consider entering into a Development Agreement for a 40–60-unit apartment complex on Lots 1A (PID 01248673) and 2 (PID 01286475) Lands of Riavan Investments Limited, Church Street Extension, West River, Antigonish County.

Appendices:

Appendix A: Summary of Policies

Appendix B: Development Agreement Map

Appendix C: Rezoning Map

Appendix D: Proposed Development Agreement

Appendix A: Summary of Policies

Development Agreement Policy – Multi-unit Residential Developments

Policy L-2.12 It shall be the policy of Council to consider approval of… multiple unit dwellings… within the Residential Designation according to the development agreement provisions of the *Municipal Government Act*. In considering such an agreement, Council shall have regard to the following	
(a) whether the proposal meets R-2 zone requirements;	Complies – See Staff Report
(b) whether the height, bulk, lot coverage and appearance of any building is compatible with adjacent land-uses	Complies - See Staff Report
(c) whether consideration has been given to building design and the provision of barriers, berms, fences and/or landscaping as part of the residential development to minimize the effects on adjacent land uses	Complies - See Staff Report
(d) whether the parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed, and is properly related to any buildings, landscaped areas and adjacent public streets;	Complies – See Staff Report
(e) whether there is adequate on-site amenity space, suitable in extent and design to the nature of the development;	Complies – See Staff Report
(f) whether the proposal is consistent with the evaluation criteria for development agreements, found in Policy I-1.12.	Complies – See Staff Report

Rezoning Policy – Local Commercial Zone

Policy L-2.15 It shall be the policy of Council to permit rezonings to the Local Commercial (C-1) Zone in areas designated Residential subject to the following criteria:	
(a) The proposed development is compatible with adjacent residential uses with respect to scale and use;	Complies – See Staff Report
(b) The location of the proposed development does not create any major traffic problems	Complies: Proposed Access for Phase 2 is required to be shared with Phase 1.
(c) The lot on which the proposed development is situated is adequately served by a centralized sewer system and/or centralized water system or if on-site services are to be used, these services are adequate for the C-1 Zone;	Complies - See Staff Report
(d) The proposal meets the implementation criteria listed in Policy I-1.10.	Complies – See Staff Report

Implementation Policy – Rezonings

Policy I.1.10 In considering amendments to the Land Use By-law, in addition to all other criteria as set out in various policies… Council shall have regard for the following matters:	
(a) Whether the proposal is in conformance with the intent of this Strategy and with the requirements of all other applicable municipal by-laws and regulations;	Conforms with intent. No known conflict with other By-laws or regulations.
(b) Whether the proposal is premature or inappropriate by reason of:	
i) the financial capability of the Municipality to absorb any costs relating to the development;	Complies - See Staff Report
ii) the adequacy of sewer and water services to support the proposed development;	Complies - See Staff Report
iii) the adequacy and proximity of school, recreation and other community facilities;	Complies - See Staff Report
iv) adequacy of road networks adjacent to, or leading to the development;	Complies – See Staff Report
v) the potential for the contamination of watercourses or the creation of erosion and sedimentation; and	Complies – See Staff Report
vi) the potential for damage to or destruction of historical buildings and sites	N/A
(c) Whether the proposal conforms to the requirements contained in the Land Use By-law relating to the following.	
i) the type of use;	Subject to Zone
ii) setbacks, height, bulk, and lot coverage of a proposed building or expansion to an existing structure;	Subject to Zone
iii) traffic generation, access to and egress from the site, and parking;	Complies - See Staff Report

iv) open storage;	Zone Requirement
v) Signs;	Zone Requirement
vi) provisions for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Zone Requirement
vii) the location of the development so as not to obstruct any natural drainage channels or watercourses;	Zone Requirement
viii) sufficient building separations to permit access to firefighting equipment and to prevent the spread of fire.	Building Code Requirements
(d) Suitability and costs of the proposed development in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors.	Complies – See Staff Report

Implementation Policy – Development Agreements

Policy I.1.12 In considering Development Agreements (DA), in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard to the following matters:	
(a) Whether the proposal is in conformance with the intent of this Strategy and with the requirements of all other applicable municipal by-laws and regulations;	Conforms with intent. No known conflict with other By-laws or regulations.
(b) Whether the proposal is premature or inappropriate by reason of:	
i) the financial capability of the Municipality to absorb any costs relating to the development;	Complies - See Staff Report
ii) the adequacy of sewer and water services to support the proposed development;	Complies - See Staff Report
iii) the adequacy and proximity of school, recreation and other community facilities;	Complies - See Staff Report

iv) adequacy of road networks adjacent to, or leading to the development;	Complies – See Staff Report
v) the potential for the contamination of watercourses or the creation of erosion and sedimentation; and	Complies – See Staff Report
(c) Whether the development has potential for damage to or destruction of historical buildings and sites.	N/A
(d) An erosion and sedimentation control plan prepared by a qualified individual or company;	Complies – See Staff Report Provisions in DA
(e) A storm water management plan prepared by a qualified individual or company.	Complies – See Staff Report Provisions in DA

Implementation Policy – Development Agreements (Discretionary Content)

Policy I.1.13 It shall be the policy of Council that, when considering an application for a development agreement…, the agreement may include but not be limited to the following:	
(a) he specified use and size of the structure or an expansion to an existing structure, and the maximum floor area of additional or accessory uses;	Sections 2.1 and 3.1
(b) the location of any structures within the development;	Section 3.1
(c) the percentage of land area that may be built upon and the size of yards, courts or other open spaces;	Section 3.1
(d) the external appearance of any proposed buildings, the compatibility with adjacent structures;	Section 3.1
(e) access to streets and parking;	Section 3.1
(f) the landscaping or buffering of development, including fencing, trees, shrubs, walkways and outdoor lighting;	Section 3.1
(g) signs;	Section 3.5

(h) the location of any open storage and the screening of any open storage areas from adjacent roadways and sensitive land uses;	Section 3.5
(i) hours of operation;	Section 3.7
(j) the on-going maintenance of the development	Section 3.6
(k) minimum lot sizes	Section 3.2
(l) the minimum area of land required for any class of use or size of structure;	Section 3.1
(m) regulating or prohibiting the use of land or the erection or use of structures except for such purposes as may be set out;	Sections 2.1 and 2.2
(n) the maximum density of the population within the development; and	Section 3.4.1
(o) any other similar matter that may be addressed in a Land Use By-law that Council feels is necessary to ensure the general compatibility of the use and structures with adjacent areas	None Identified

This is to certify that the resolution to adopt this development agreement, of which this is a true copy, was passed at a duly called meeting of the Municipal Council of the Municipality of the County of Antigonish:

_____ day of _____ 2026.

Given under the hand of the Chief Administrative Officer and under the corporate seal of the Municipality this:

_____ day of _____ 2026.

_____

Mrs. Shirlyn Donovan,
Chief Administrative Officer

THIS DEVELOPMENT AGREEMENT made this _____ day of _____ AD 2026, BETWEEN:

RIAVAN INVESTMENTS LTD., a body corporate, with registered offices in Antigonish, the Town of Antigonish, Province of Nova Scotia (hereinafter called the "Developer").

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate, in the County of Antigonish, Province of Nova Scotia (hereinafter call the "Municipality").

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as PID 01248673 and 01286475 located on Church Street Extension, Antigonish County in the Municipality of the County of Antigonish, Nova Scotia, and which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement; and

WHEREAS pursuant to Chapter 2 of the *West River Antigonish Harbour Plan Area* the Developer has requested permission to develop an apartment building containing up to a total of 60 units by Development Agreement on the Property;

WHEREAS the Property is situated within an area designated Residential on the Generalized Future Land Use Map of the *West River Antigonish Harbour Plan Area*, and Residential (R-1) and Local Commercial (C-1) on the *West River Antigonish Harbour Land Use By-law* Zoning Map; and

WHEREAS Policy L-2.12 of the *West River Antigonish Harbour Municipal Planning Strategy* provides that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Developer has requested that the Municipality of the County of Antigonish enter into this development agreement pursuant to Section 255 of the *Municipal Government Act* so that the Developer may develop and use the Property in the manner specified;

WITNESS that in consideration of the sum of One Dollar ($1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

1.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the *West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish*, as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

1.2 Definitions Specific to this Agreement

Notwithstanding Section 1.1, the following words used in this Agreement shall be defined as follows:

Parking Space shall refer to an area of not less than 13.75 square metres, measuring 2.5 meters (8.2 feet) by 5.5 metres (18.0 feet) exclusive of driveways or aisles, for the temporary parking or storage of motor vehicles.

Amenity Space shall refer to an area capable of being used for active or passive recreation and enjoyment of the occupants of a residential development. An amenity area may include landscaped areas, patios, verandahs, balconies, communal lounges, swimming pools, sport courts, play areas, and other similar features, and does not include the building's service areas, parking lots, aisles, or access driveways.

PART 2: GENERAL REQUIREMENTS

2.1 Applicability of Agreement

The Developer agrees that the area of the Property shown on Schedules B.1 and B.2 or B.3 shall be generally developed and used only in accordance with and subject to the terms and conditions of this Agreement.

2.2 Applicability of Land Use By-law

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the *West River Antigonish Harbour Land Use By-law* of the Municipality of the County of Antigonish and the Land Use By-law for the Municipality of the County of Antigonish (Concerning the Regulation of Wind Turbine Development).

2.3 Applicability of Other By-laws, Statutes, and Regulations

2.3.1 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia and the Government of Canada;

2.3.2 Further to Subsection 2.3.1, the Developer shall receive any necessary approval from the Municipality with respect to water and sewage and fire connections prior to any development or building permits being issued.

2.3.3 Further to Subsection 2.3.1, the Developer shall receive any necessary approval from the Provincial Department of Public Works with respect to access to the site prior to any development or building permits being issued;

2.3.4 Further to Subsection 2.3.1, the Developer shall receive any necessary approval from the Provincial Department of Environment with respect to any potential infilling of wetlands located on the site prior to any development or building permits being issued.

2.4 Conflict

2.4.1 Where the provisions of this Agreement conflict with those of any other applicable Municipal by-law (other than the *Subdivision* or *Land Use By-law* to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

2.4.2 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.

2.5 Cost, Expenses, Liabilities, and Obligations

2.5.1 The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property.

2.5.2 The Developer shall be responsible for all costs, expenses, liabilities and obligations necessary to meet the fire protection requirements of the National Building Code.

2.6 Provisions Severable

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.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Property in a manner which, in the opinion of the Development Officer, generally conforms to this agreement and the following Schedules attached to this Agreement.

Schedule A	Parcel Description
Schedule B.1	Site Plan A (With Underground Parking)
Schedule B.2	Parking Garage Plan
Schedule B.3	Site Plan B (Without Underground Parking)
Schedule C.1	Elevations (North and South)
Schedule C.2	Elevation East
Schedule C.3	Elevation West

3.2 Future Subdivision of Land

3.2.1 Alterations to the Property are permitted and subject to the municipality's subdivision bylaw without a substantive amendment to this Agreement or the discharge of this Agreement.

3.2.2 Specifically, the lands known as 01248673, and 01286475 may be consolidated into one lot to which this Development Agreement will apply.

3.3 Requirements Prior to Approval

3.3.1 No development permit shall be granted for the development unless the Developer has provided:

a) proof that all requirements of Schedule(s) B.1 and B.2 or B.3 were complied with, except for modifications authorized in Subsections 3.4.2 and/or 3.4.6;

b) an updated Working Within Highway Right of Way Permit;

c) detailed signage and lighting plans as per Section 3.5;

d) proof Erosion and sedimentation control measures as per Section 4.2 have been implemented;

e) a copy of the 'Storm Water Management Plan' prepared by an adequately qualified professional as per Section 4.3.1; and

f) a copy of any necessary approvals from the Municipality, including but not limited to a County of Antigonish "Municipal Service Permit" for water (potable and fire) and sewer connections.

3.3.2 The Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless Building and Occupancy Permits have been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and

with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

3.4.1 The use of the Property permitted by this Agreement shall be an apartment building containing between 40 and 60 dwelling units based on one of two scenarios (with or without underground parking).

3.4.2 Parking shall be provided at a minimum ratio of 1.2 parking spaces per dwelling unit. Notwithstanding the schedules no parking shall be permitted in the area defined as Parking Lot "A".

3.4.3 The development shall not exceed a maximum hard surface coverage of 50 percent of the lot area.

3.4.4 Notwithstanding the maximum building height requirements of the Land Use By-law, the maximum height of the multi-unit apartment complex constructed pursuant to this Agreement shall not exceed 13.7 metres or 45 feet.

3.4.5 A visual barrier consisting of opaque fencing with a minimum height of 1.85 metres shall be established and maintained in perpetuity along the southern property boundary where the subject property abuts lands zoned Residential (R-1). The visual barrier shall be installed prior to the issuance of the first occupancy permit and shall thereafter be maintained in good repair.

3.4.6 The location of the building and parking lots shall be generally governed by Schedules B.1 and B.2 or B.3. Minor alterations to driveways that do not result in traffic circulation outside of the area subject to the development agreement shall be accepted by the Development Officer and do not require an amendment to this Agreement.

3.4.7 Refuse Containers, located outside of the building shall be buffered from adjacent properties and from streets by means of opaque fencing, masonry walls, landscaping or building elements of a combination of these and shall not be located in Parking Lot "A".

3.5 Site Lighting, Signage, and Storage,

3.5.1 Lighting, signage and storage shall adhere to the requirements of the *West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish.*

3.5.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.5.3 The Developer shall provide signage details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.6 Maintenance

3.6.1 The Developer shall maintain and keep in good repair all portions of the development on the Property, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.7 Hours of Operation

Hours of operation shall be 24 hours a day, seven days a week.

PART 4: STREETS, MUNICIPAL SERVICES, AND ENVIRONMENTAL PROTECTION

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.2 Erosion and Sedimentation Control

4.2.1 The Developer shall prepare an 'Erosion and Sedimentation Potential Assessment' that is prepared by an adequately qualified professional, analyzing the following aspects:

a) the composition of soils on the Property and the potential for erosion, especially during extreme weather events (rain, storm etc.)

b) technical and/or natural measures to mitigate identified risks, if any.

4.2.2 If any risks are identified pursuant to Subsection 4.2.1, the measures outlined in 4.2.1 b) shall be implemented prior to the development permit being issued.

4.2.3 During the commencement of on-site works, the Developer shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment.

4.3 Storm Water Management

4.3.1 The Developer shall prepare a 'Storm Water Management Plan' that is prepared by an adequately qualified professional

4.3.2 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

4.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of storm water.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

a) The granting of an extension to the date of commencement or completion of construction as identified in Section 6.3 of this Agreement;

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

5.3 Discharge

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

PART 6: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE

6.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Property that is the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within four (4) years and/or construction has not been completed within seven (7) years or the registration of the agreement.

6.3.2 For the purpose of this section, Council may consider granting an extension of the commencement or completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the Agreement.

PART 7: COMPLIANCE AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

b) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or,

c) The Municipality may, by resolution, discharge this Agreement whereupon this

Agreement shall have no further force or effect and henceforth the development of the Property shall conform with the provisions of the Land Use By-law.

7.3 Municipal Responsibility

The Municipality does not make any representation 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.

7.4 Warranties by the Developer

The Developer warrants as follows:

a) The Developer has good title in fee simple to the Property or good beneficial title subject to normal financing encumbrance, or is the sole holder of a Registered Interest in the Property. No other entity has an interest in the Property which would require their signature on this Agreement to validly bind the Property or Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developers to sign the Agreement to validly bind the Property.

b) The Developer has taken all steps necessary to, and it has full authority to, enter the Agreement.

7.5 Onus for Compliance on Developer

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in the Agreement shall not be deemed a waiver of any subsequent breach or default in the conditions or requirement contained in this Agreement.

7.6 Costs

The Developer is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable, and all costs of advertising for and recording any amendments.

7.7 Full Agreement

The 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.

7.8 Interpretation

7.8.1 Where context requires, the singular shall include the plural, and the use of words in one gender shall include the masculine, feminine, and neutral genders as circumstances warrant;

7.8.2 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.

7.8.3 References to particular sections of statutes and by-laws shall be deemed to the references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

THIS AGREEMENT shall ensure the benefit of and be binding upon the Parties hereto, their respective agents, successors, and assigns.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____day of _____ 2026.

SIGNED, SEALED and DELIVERED in the presence of	)	MUNICIPALITY OF THE COUNTY OF ANTIGONISH per:
	)	
	)	
	)	
	)	
	)	_____
	)	WARDEN
_____	)	
Witness	)	
	)	
	)	_____
	)	CHIEF ADMINISTRATIVE OFFICER
SIGNED, SEALED and DELIVERED in the presence of	)	DEVELOPER:
	)	
	)	
	)	
	)	
	)	
_____	)	
_____		
Witness	)	KYLE VAN DE SANDE
		PRESIDENT, RIAVAN INVESTMENTS LTD.

SCHEDULE “A”

PID: 01248673

Parcel Description
ALL AND SINGULAR that certain lot, piece, or parcel of land situate, lying, and being on the Eastern side of Church Street Extension and the Southern side of the Trans Canada Highway 104, in the County of Antigonish, Province of Nova Scotia, said Lot No. 1A being shown on a plan 90-42 signed by Hugh J. Sullivan, Nova Scotia Land Surveyor, dated the 27 day of November, 1990, and filed at the Registry of Deeds for Antigonish County as plan number 1585, being more particularly described as follows:

BEGINNING at a point marked by survey marker 8 as shown on aforementioned plan, said point being on the Southeast corner of Lot No. 2 and being reference to the Nova Scotia Grid System as shown on said plan;

THENCE 356 degrees 00 minutes 00 seconds along the Eastern boundary of Lot No. 2 a distance of 166.62 feet to a point marked by survey marker 9 on the Southern boundary of the Trans Canada Highway;

THENCE 94 degrees 52 minutes 05 seconds along the Southern boundary of the said TransCanada Highway a distance of 534.18 feet to a point marked by 2 on said plan;

THENCE Southwesterly along the Northern boundary of lands now or formerly of Co-op Atlantic a distance of 288.41 feet to a point marked by 3;

THENCE continuing Southwesterly and along the Northern boundary of said Co-op Atlantic a distance of 248.18 feet to a point marked by survey marker 4;

THENCE Northwesterly along the Eastern boundary of lands now or formerly of William J. and Helen Brown a distance of 86 feet more or less to a point marked by 5;

THENCE Southwesterly along the Northern boundary of said Brown property a distance of 120 feet more or less to a point marked by 6 on the Eastern boundary of said Church Street Extension;

THENCE Northwesterly along the Eastern boundary of said Church Street Extension a distance of 33 feet more or less to a point marked by survey marker 7 as shown on said plan;

THENCE 65 degrees 08 minutes 50 seconds along the Southern boundary of said Lot No. 2 a distance of 120.00 feet to the place of beginning.

CONTAINING 80,855 square feet or 1.856 acres.

BEING AND INTENDED TO BE the lands conveyed to Pleasant Valley Nurseries Ltd by deed registered at the Registry of Deeds for the County of Antigonish in Book 150 at page 86 and also includes Parcel A as conveyed to Pleasant Valley Nurseries Ltd. by deed registered in the Registry of Deeds for the County of Antigonish in Book 264 at page 522.

SCHEDULE “A”

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

Compliance:

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

Registration District: ANTIGONISH COUNTY
Registration Year: 1990
Plan or Document Number: 1585

“Schedule A”

PID: 01286475
Subdivision: Pleasant Valley Nurseries Ltd. & William J. & Lillian Westenenk
Approved: December 19, 1990
Registry Plan No. 1585
Notice Registered: Bk 264 Page 188
Lot No. 2

ALL AND SINGULAR that certain lot, piece or parcel of land situate, lying and being on the Southern side of the Trans Canada Highway and the Eastern side of Church Street Extension in the County of Antigonish, Province of Nova Scotia, said Lot No. 2 being shown on Plan No. 90-42, signed by Hugh J. Sullivan, Nova Scotia Land Surveyor, dated the 27th day of November 1990. Said Lot No. 2 being more particularly described as follows:

BEGINNING at a point marked by survey marker #7 as shown on aforementioned plan, said point being on the Eastern boundary of Church Street Extension and being 345 degrees 53 minutes 18 seconds a distance of 705.77 feet from Nova Scotia Co-ordinate monument #23071. Said point also being on the Northern boundary of lands of Pleasant Valley Nurseries Ltd.

THENCE 65 degrees 08 minutes 50 seconds along the Northern boundary of said lands of Pleasant Valley Nurseries Ltd. a distance of 120.00 feet to a point marked by survey marker #8.

THENCE 356 degrees 00 minutes 00 seconds along the Western boundary of said lands of Pleasant Valley Nurseries Ltd. a distance of 166.62 feet to a point marked by survey marker #9 on the Southern boundary of the Trans Canada Highway.

THENCE 274 degrees 52 minutes 05 seconds along the Southern boundary of said Trans Canada Highway a distance of 175.24 feet to a point marked by survey marker #1 on the Eastern boundary of Church Street Extension.

THENCE 161 degrees 31 minutes 35 seconds along the Eastern boundary of Church Street Extension a distance of 244.10 feet to the PLACE OF BEGINNING.

CONTAINING 28,980 square feet.

BEING AND INTENDED to be a portion of lands conveyed to William J. Westenenk and Lillian Westenenk by deed registered in the Registry of Deeds for the County of Antigonish in Book 141 Page 534.
This parcel originates with an approved plan of subdivision that has been filed under the Registry Act at the Land Registration Office for the registration district of Antigonish as Plan Number 1585.

SAVING AND EXCEPTING therefrom those lands identified as Parcel D on Plan No. 123915606 recorded in Antigonish County.

SUBJECT TO an easement recorded as Doc 125249137.

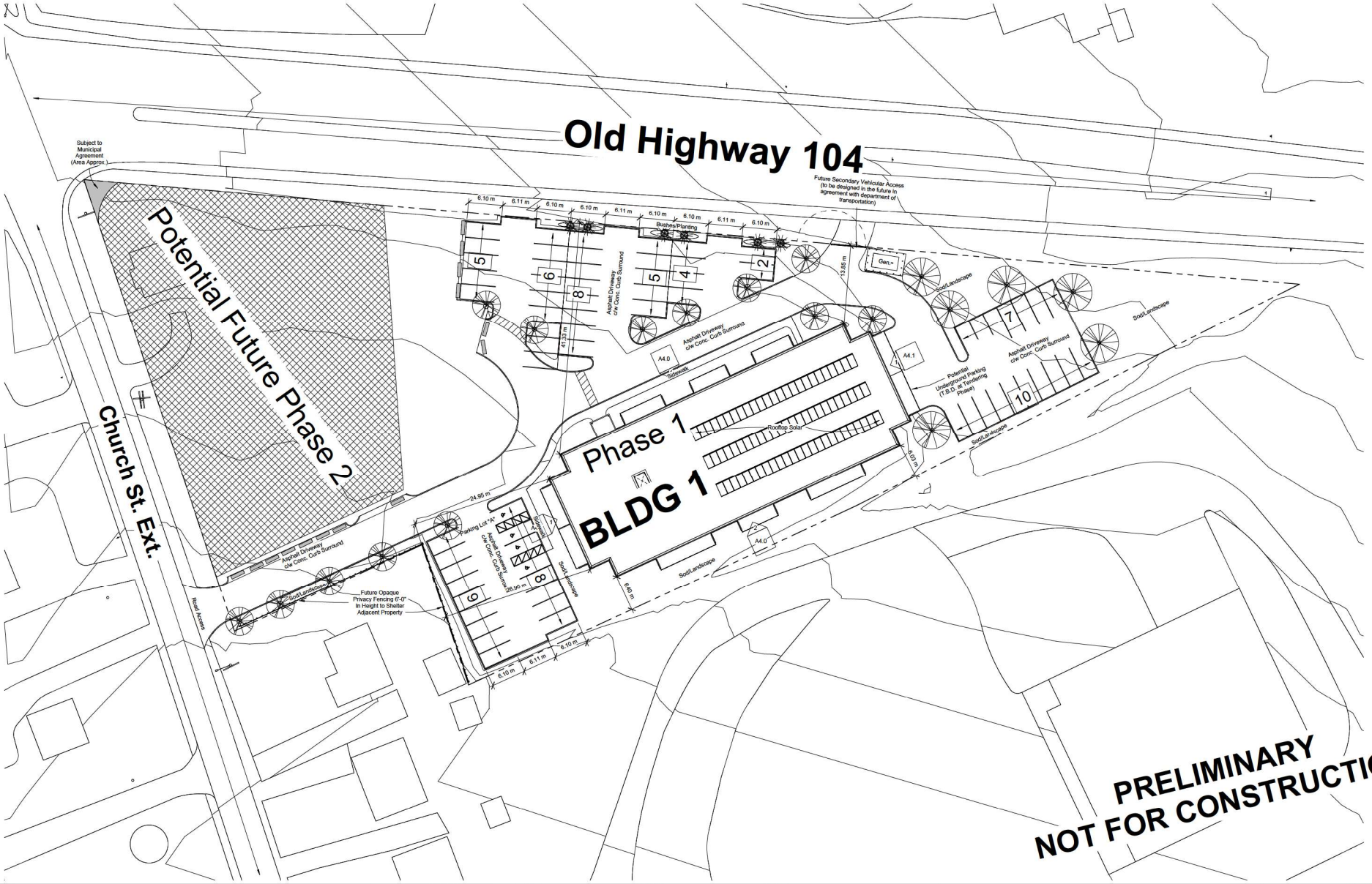
SCHEDULE “A”

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision
Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by His Majesty the King in right of the Province or in right of Canada or by an agency of His Majesty.



NOTES:

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2. Do not scale from drawings used figured dimensions.
3. Drawing representations maybe in variance w/ detailed specs. & schedules, in which case specs. & schedules override the drawings.
4. Changes from these plans & specs. must be agreed to in writing, & approved by the architect & owner, before proceeding.
5. Only those drawings marked approved for construction, are to be used for construction.
6. These drawings are to be read in conjunction w/ the specs.

Site Proposed - Phase A1

REGISTERED MEMBER PAUL F. SKERRY N.S. ASSOCIATION OF ARCHITECTS

No.	Description	Date

Paul Skerry Associates Ltd.
ARCHITECTS
5514 LIVINGSTONE PLACE
HALIFAX N.S. B3K 2B9
Phone: 902-455-4361
E-mail: pskerry@pskerry.ca

Site Plan - Proposed A1

Antigonish
Enter address here
For:Owner

Drawn by	CB
Date: Issue Date	Checked by: PS
Scale: 1 : 300	A1.1
Project number: 3240	

03-Nov-2025 3:06:37 PM

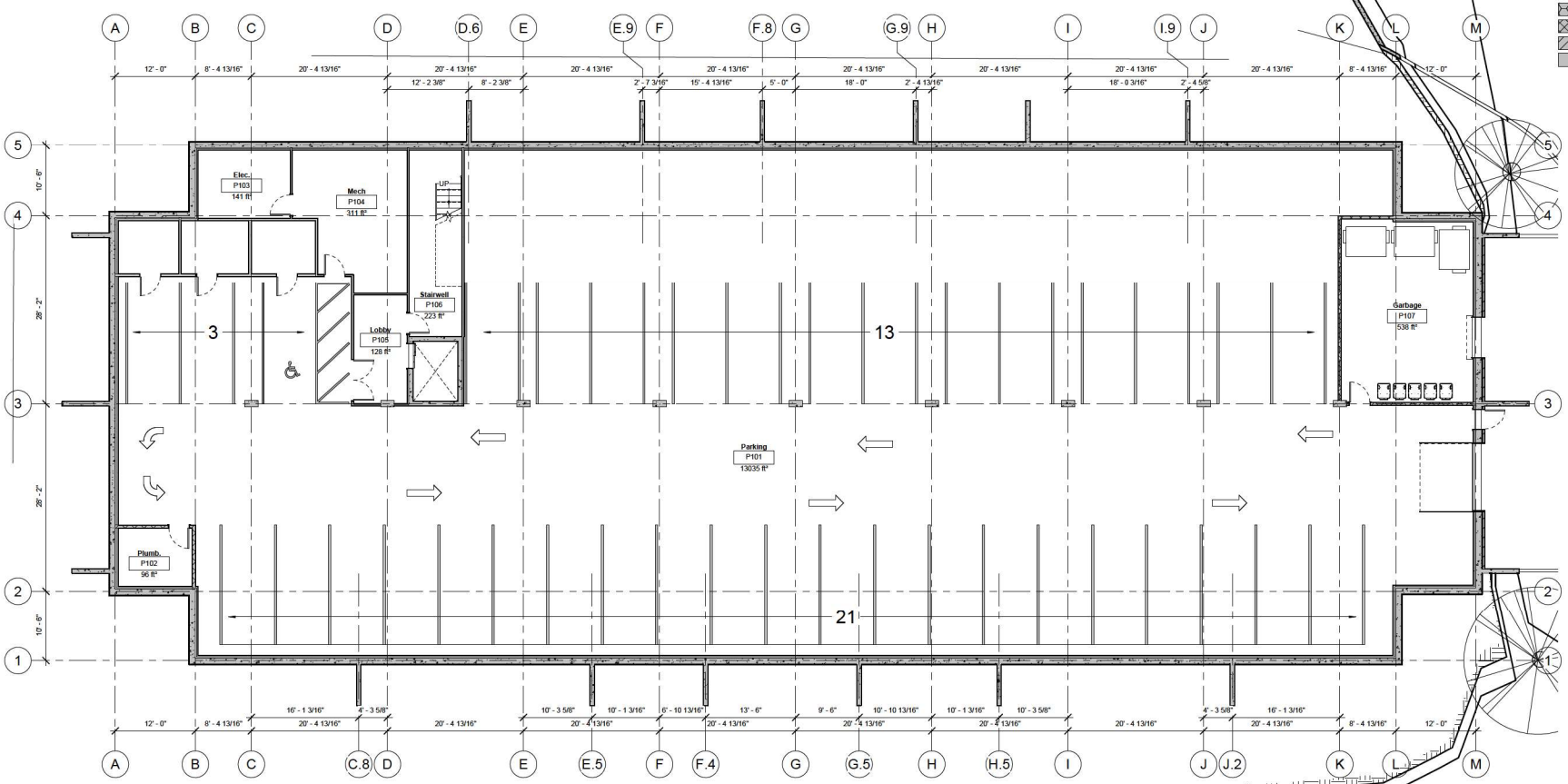
POTENTIAL UNDERGROUND PARKING
T.B.D. AT TENDERING PHASE

NOTE:

- STRUCTURAL DRAWINGS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL DRAWINGS. (REPORT ANY DISCREPANCIES IMMEDIATELY)
- SEE MECHANICAL & ELECTRICAL DRAWINGS FOR LOCATION & SIZE OF ALL HOLES IN FOUNDATION WALLS & STRUCTURAL SLABS. (SOME HOLES ARE INDICATED ON ARCHITECTURAL, FOR FINAL LOCATIONS/SIZE SEE MECH./ELECT. DWGS.)
- ALL PARKING LINES/#'S/NO PARKING LINES TO BE PAINTED ON SLAB (YELLOW)
- ALL PARKING (HANDICAP) LINES/#'S/DESIGNATION TO BE PAINTED ON SLAB (BLUE)
- STORAGE CUBICLES ALSO USED FOR BICYCLE STORAGE

Wall Legend

- 3 Hour Fire-Rated Wall
- 2 Hour Fire-Rated Wall
- 1 Hour Fire-Rated Wall
- Unrated Wall



PRELIMINARY
NOT FOR CONSTRUCTION

GRAPHIC SCALE
0 20 40 60 80

Plan North / True North

① Parking - Phase 1
1/8" = 1'-0"

September 8, 2026 Municipal Council Agenda
Page 40 of 46

NOTES:

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No.	Description	Date

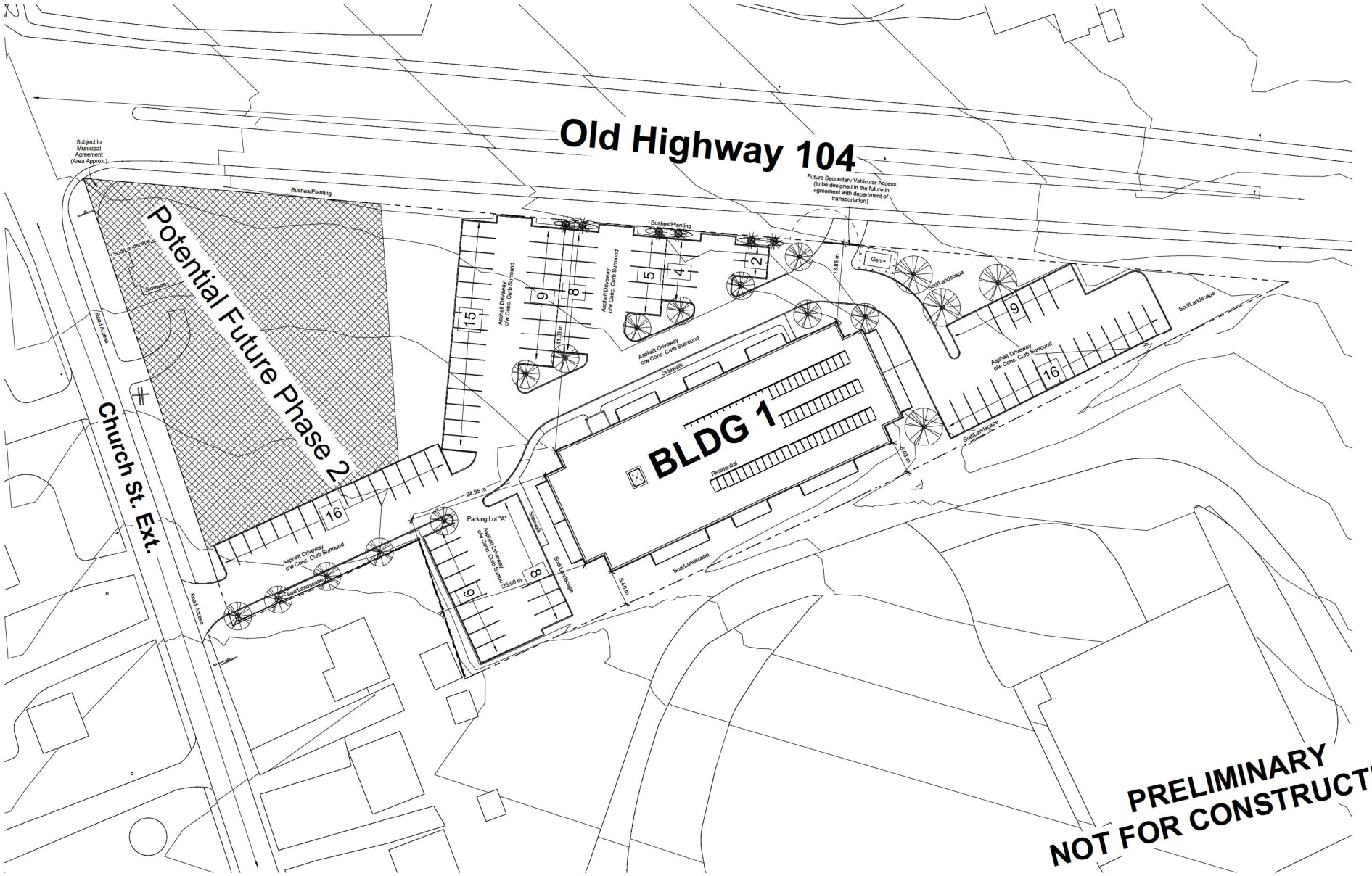
Paul Skerry Associates Ltd.
ARCHITECTS
5514 LIVINGSTONE PLACE
HALIFAX N.S. B3K 2B9
Phone: 902-455-4361
E-mail: pskerry@pskerry.ca

Parking Garage Plan

Antigonish
Enter address here
For:Owner

	Drawn by: CB
Date: Issue Date	Checked by: PS
Scale: 1/8" = 1'-0"	A2.0
Project number: 3240	

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1 Site - Proposed - Phase B1
1 : 300

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ARCHITECTS
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HALIFAX N.S. B3K 2B9
Phone: 902-455-4361
E-mail: pskerry@pskerry.ca

Site Plan - Proposed (Alternative Parking)
B1
Antigonish
Enter address here
For:Owner

Drawn by	CB
Date	Issue Date
Checked by	PS
Scale	1 : 300
Project number	3240

A1.2

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NOTE:
STRUCTURAL DRAWINGS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL DRAWINGS. (REPORT ANY DISCREPANCIES IMMEDIATELY)
SEE MECHANICAL & ELECTRICAL DRAWINGS FOR LOCATION & SIZE OF ALL HOLES IN FOUNDATION WALLS & STRUCTURAL SLABS. (SOME HOLES ARE INDICATED ON ARCHITECTURAL, FOR FINAL LOCATIONS/SIZE SEE MECH/ELECT. DWGS.)

Elevation Legend:

A. Aluminum / Glass Railing 42"H.
B. Vinyl Door / Window
C. Siding - Type 0
D. Aluminum Glazing System
E. Masonry Brick - Type 1
F. Masonry Brick - Type 2
G. Siding - Type 1
H. Siding - Type 2
I. Architectural Concrete

1 North West
1/8" = 1'-0"



2 South East
1/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Plan North
True North

September 8, 2026 Municipal Council Agenda
Page 42 of 46

NOTES:

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HALIFAX N.S. B3K 2B9
Phone: 902-455-4361
E-mail: pskerry@pskerry.ca

Elevation

Antigonish
Enter address here
For:Owner

Drawn by	CB
Date	Issue Date
Checked by	PS
Scale	1/8" = 1'-0"
Project number	3240

A4.0

21-Jul-2025 2:55:46 PM

NOTE:

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B. Vinyl Door / Window
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D. Aluminum Glazing System
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F. Masonry Brick - Type 2
G. Siding - Type 1
H. Siding - Type 2
I. Architectural Concrete



1 North East
1/4" = 1'-0"

September 8, 2026 Municipal Council Agenda
Page 43 of 46

PRELIMINARY
NOT FOR CONSTRUCTION

Plan North
True North

NOTES:

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Elevation

Antigonish
Enter address here
For:Owner

Drawn by	CB
Date: Issue Date	Checked by: PS
Scale: 1/4" = 1'-0"	A4.1
Project number: 3240	

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NOTE:

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1 B1 - South West
1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Plan North | True North

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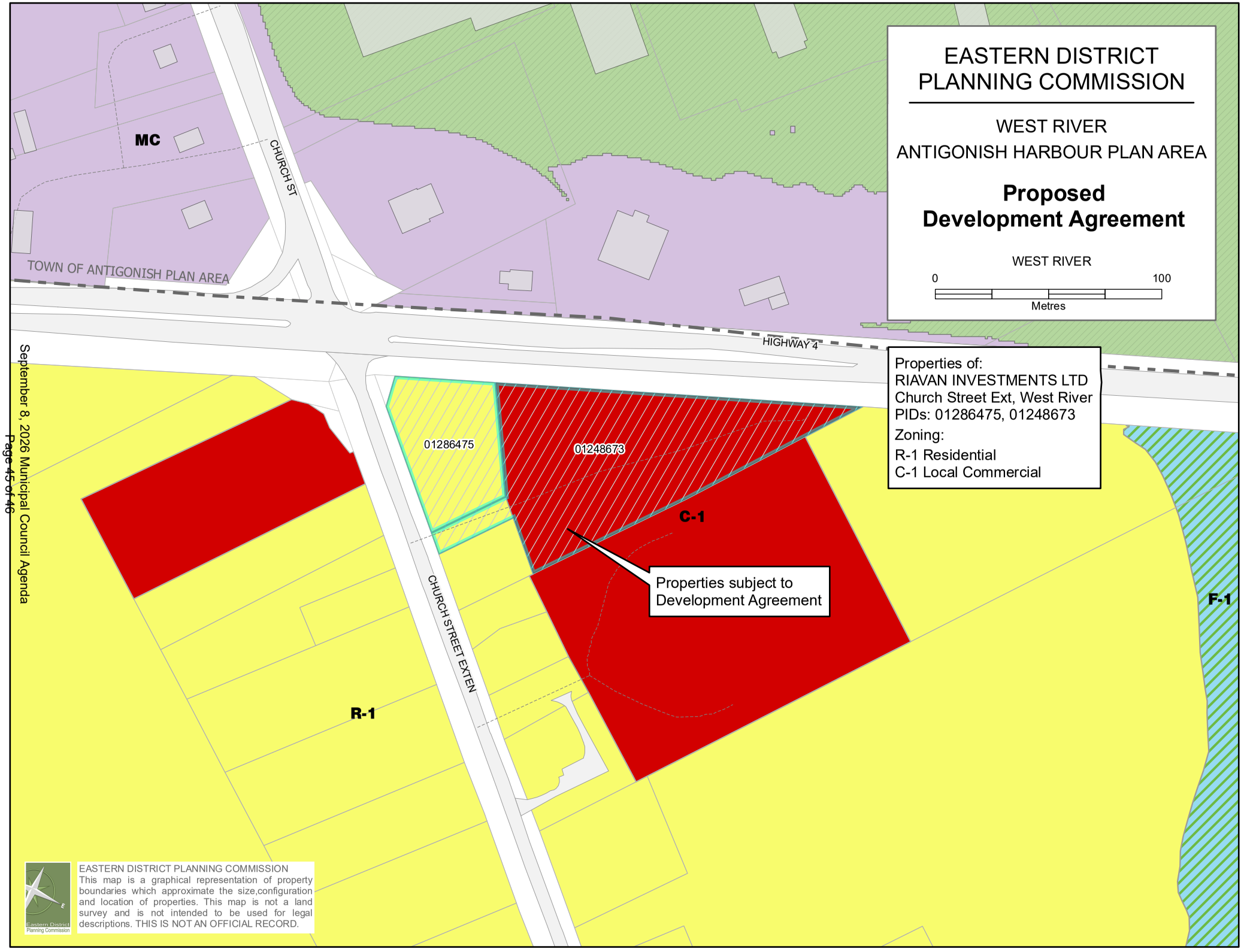
B1 - Elevation

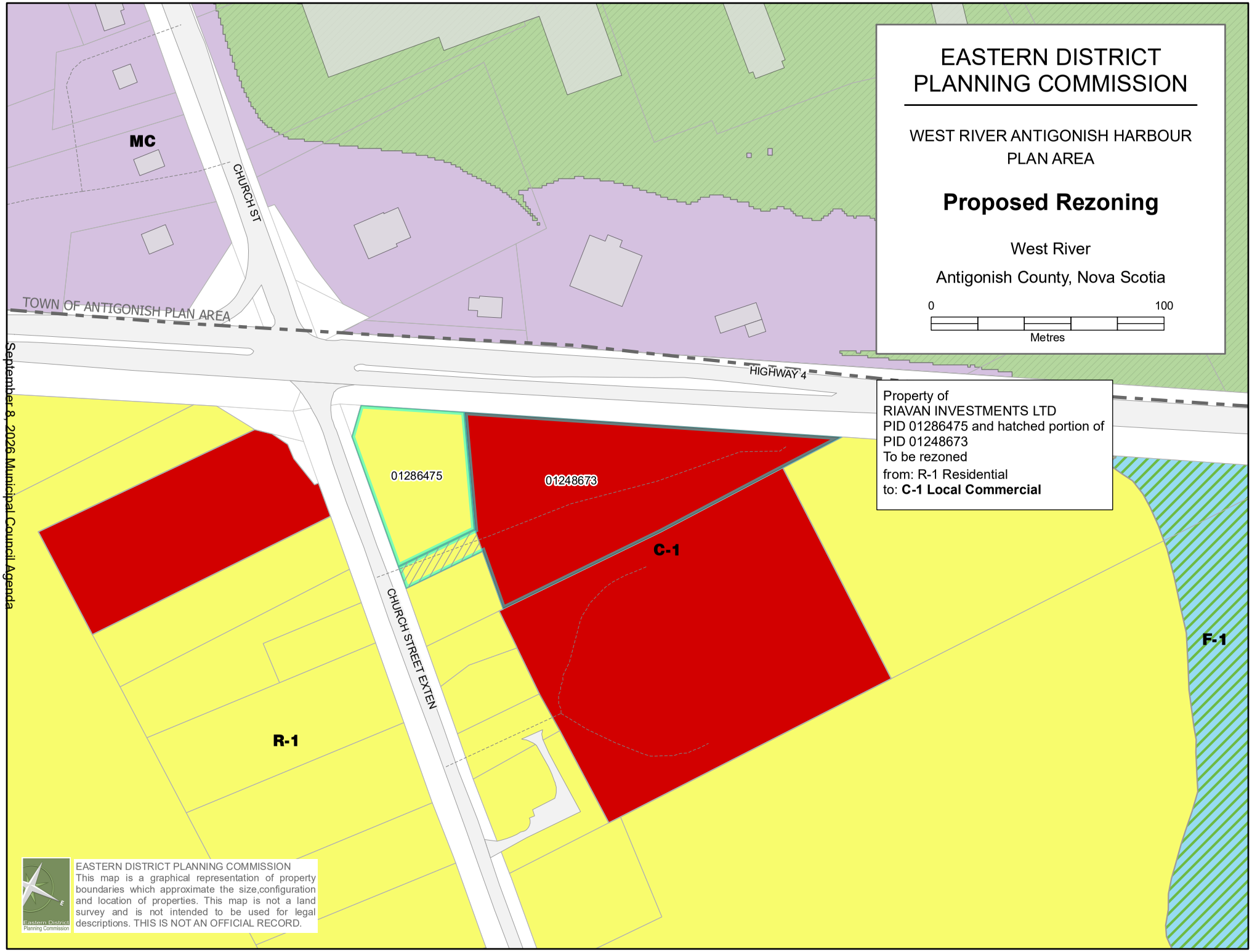
Antigonish
Enter address here
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Drawn by	CB
Checked by	PS
Date	Issue Date
Scale	1/4" = 1'-0"
Project number	3240

A4.5

17-Apr-2026 9:29:39 AM


EASTERN DISTRICT
PLANNING COMMISSION
WEST RIVER
ANTIGONISH HARBOUR PLAN AREA
Proposed
Development Agreement
WEST RIVER
0
100
Metres
MC
CHURCH ST
TOWN OF ANTIGONISH PLAN AREA
HIGHWAY 4
Properties of:
RIAVAN INVESTMENTS LTD
Church Street Ext, West River
PIDs: 01286475, 01248673
Zoning:
R-1 Residential
C-1 Local Commercial
01286475
01248673
C-1
Properties subject to
Development Agreement
CHURCH STREET EXTEN
R-1
F-1
EASTERN DISTRICT PLANNING COMMISSION
This map is a graphical representation of property boundaries which approximate the size,configuration and location of properties. This map is not a land survey and is not intended to be used for legal descriptions. THIS IS NOT AN OFFICIAL RECORD.


EASTERN DISTRICT
PLANNING COMMISSION
WEST RIVER ANTIGONISH HARBOUR
PLAN AREA
Proposed Rezoning
West River
Antigonish County, Nova Scotia
0
100
Metres
MC
CHURCH ST
TOWN OF ANTIGONISH PLAN AREA
HIGHWAY 4
Property of
RIAVAN INVESTMENTS LTD
PID 01286475 and hatched portion of
PID 01248673
To be rezoned
from: R-1 Residential
to: C-1 Local Commercial
01286475
01248673
C-1
CHURCH STREET EXTEN
R-1
F-1
EASTERN DISTRICT PLANNING COMMISSION
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