

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO COUNCIL

**Subject: Planning Items**

**Date: May 1, 2018**

A	<b>Application for a non-substantive amendment to a development agreement to change location of director's cabin at Kingswood Camp, Lake George (File 17-16)</b>	Be it resolved that <b>Municipal Council give consideration and approval to the draft amending agreement to the existing development agreement permitting a camp facility at #38 Q-7 Road, Lake George, which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated April 10, 2018.</b>  <b><u>(Report attached)</u></b>
B	<b>Application for a non-substantive amendment to a development agreement to permit additional encroachment outside of the approved building envelope at 9406 Commercial Street, New Minas (File 18-05)</b>	Be it resolved that <b>Municipal Council give consideration and approval to the draft amending agreement to the existing development agreement permitting multi-unit residential development at 9406 Commercial Street, New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix B of the report dated April 10, 2018.</b>  <b><u>(Report attached)</u></b>
C	<b>Application to enter into a development agreement to permit a 3-unit residential building at 2809 Lovett Road, Coldbrook (File 17-14)</b>	Be it resolved that <b>Municipal Council give Initial Consideration and hold a Public Hearing to enter into a development agreement to permit a 3 unit residential building at 2809 Lovett Road, Coldbrook (55159925), which is substantively the same (save for minor differences in form) as the draft set out in Appendix G of the report dated April 10, 2018.</b>  <b><u>(Report attached)</u></b>
D	<b>Next Public Hearing Date</b>	<b>June 5, 2018 – 6:00 p.m.</b>



## Municipality of the County of Kings Report to the Planning Advisory Committee

Application for a non-substantial amendment to an existing development agreement for a camp facility at #38 Q-7 Rd., Lake George (File 17-16)

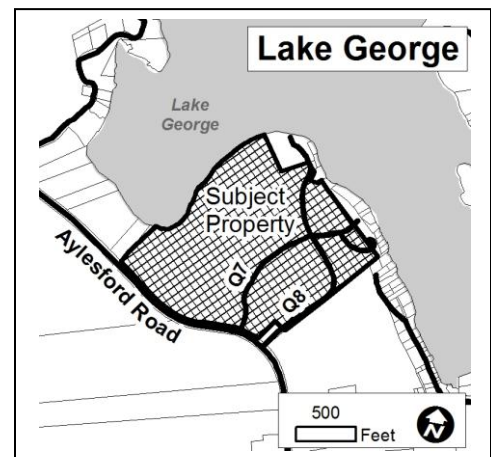
April 10, 2018

**Prepared by:** Planning and Development Services

<b>Applicant</b>	Laurie Hennigar, Kingswood Camp Society
<b>Land Owner</b>	Eastern Valley Baptist Association
<b>Proposal</b>	To amend the existing development agreement to change the location of a building envelope.
<b>Location</b>	#38 Q-7 Road, Lake George (PIDs 55125488 and 55523518)
<b>Area</b>	Approximately 46.5 acres
<b>Designation</b>	Shoreland
<b>Zone</b>	Seasonal Residential (S1)
<b>Surrounding Uses</b>	Low-density residential uses

### 1. PROPOSAL

Laurie Hennigar of the Kingswood Camp Society, has applied on behalf of the Eastern Valley Baptist Association for a non-substantial amendment to their development agreement. The intent of the amendment is to change the location of the building envelope for the director's cabin on the site plan and to change the use of the existing director's cabin to a meeting room and storage.



### 2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the Amending Agreement, as drafted;
- B. Recommend that Council refuse the Amending Agreement; or
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the draft Amending Agreement.

### 3. BACKGROUND

Kingswood Camp is a non-commercial Camp Facility located at 38 Q7 Road, Lake George, Nova Scotia. Its mandate is to provide Christian-based programming in an outdoor setting that promotes campers' physical, emotional, social, and spiritual development.

On March 3, 2015 Council approved entering into a development agreement with the Eastern Valley Baptist Association for the Kingswood Camp property (PIDs 55125488 and 55523518).

This development agreement allows for the construction of two camp cabins, a Worship and Activity Centre and one seasonal staff accommodation at the Kingswood Camp. For more information on this file, please refer to the report to the [Planning Advisory Committee dated January 13, 2015](#).

The intention of this application is to re-locate one of the building envelopes approximately 150 feet northwest of the 50 metre by 50 metre building envelope on the site plan. Since the director's cabin was an existing building at the time of the original development agreement application, this location of the existing director's cabin has been re-labelled as an existing building to accurately reflect its history. Originally, the Kingswood Camp Society planned to re-locate the existing director's cabin elsewhere on the property and use it as a storage building. This would have left an appropriate space within the building envelope identified on the original site plan (attached as Appendix B) for the construction of a new director's cabin. However, since negotiating the original development agreement, the Kingswood Camp Society has determined that moving the existing director's cabin is too costly. Therefore, they intend to keep the old director's cabin in its current location and use it for storage and to build a new director's cabin in a new location on the property within a new building envelope identified on the revised Site Plan included as part of Appendix C of this report.

## **4. INFORMATION**

### **4.1 Site Information**

The Subject Property is approximately 46.5 acres in area and located on the south side of Lake George. The existing facilities include 9 small dormitory cabins, a crafts cabin, a director's cabin, a main lodge, a boat house, and Hennigar House, which is a dormitory accommodating up to 24 campers and 2 counsellors. During the summer camping season, 60 campers ranging in age from 5 to 20 rotate through the Camp annually. The Camp is serviced by a septic system and water for the Camp is provided by a well.

Prior to the existing DA, Kingswood Camp was a legal non-conforming use as it was legally developed before the current zoning was applied to the site. The subject property is zoned Seasonal Residential (S1), and is located in the Shoreland District. Abutting lots are also zoned Seasonal Residential and are used for single detached and seasonal dwellings. Lots located to the south of the Kingswood Camp site, across the Aylesford Road, are zoned Forestry (F1).

### **4.2 Request for Comments**

Given the minor nature of the proposed changes to the development agreement, Staff have gathered the following information from internal departments only:

- Building and Enforcement Services staff indicated that they have no concerns at this time regarding the ability to issue a building permit for a director's cabin in the newly proposed location.
- A Development Officer has reviewed the draft amending agreement and has no concerns.

## 5. POLICY REVIEW

### 5.1 Enabling Policy

Part 3 of the existing development agreement addresses changes and amendments to the development agreement. It outlines what changes to the development agreement can be addressed and what changes are substantive or not. Section 3.2 of the development agreement outlines the following:

*Any matters in this Agreement which are not specified in Subsection 3.3 below are considered not substantive matters and may be changed by Council without a public hearing.:*

Section 3.3 goes on to list matters that are considered substantive, including (a) which reads:

*The Uses allowed in Section 2.1.*

The applicant's request is to relocate one building envelope as identified on the site plan attached to the Development Agreement as Schedule B. The replacement of the existing site plan with a new site plan is considered a non-substantive amendment to the Development Agreement. According to the Section 229 (7) of the *Municipal Government Act* and the Municipality's Planning Policy 09-001, this non-substantive amendment can occur by consideration of Council without a Public Hearing.

### 5.2 Shoreland Policies

Policy 3.5.8 of the Municipal Planning Strategy outlines policies that guide Council's consideration of proposals for medium or large scale developments within the Shoreland Designation. This section provides criteria for Council to consider when entering into a development agreement for this type of use. These conditions were reviewed in the original development agreement application (File 14-06). The proposal was found to meet the criteria at that time. It is the opinion of Staff that the nature of the proposed amendment, which involves the re-location of a development envelope to a location approximately 150 feet away on a 46 acre property, does not fundamentally affect the intent or effectiveness of the terms of the original development agreement and thus continues to be in compliance with the above conditions.

## 6. SUMMARY OF DRAFT AMENDING AGREEMENT

The draft amending agreement replaces the existing site plan (Schedule 'B') with a new site plan which illustrates a new location for one of the building envelopes.

## **7. CONCLUSION**

Staff have reviewed the existing development agreement and found that the requested amendment is not a substantive matter. The proposed amendment remains consistent with the Municipal Planning Strategy, particularly Subsection 3.5.8 dealing with medium and large scale development within the Shoreland Designation. Staff consider the amendment appropriate and in keeping with the intent of the original development agreement.

## **8. STAFF RECOMMENDATION**

Staff recommend that the Planning Advisory Committee forward a positive recommendation to Municipal Council by passing the following motion.

**The Planning Advisory Committee recommends that Municipal Council give consideration and approval to the draft amending agreement to the existing development agreement permitting a camp facility at #38 Q-7 Road, Lake George, which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated April 10, 2018.**

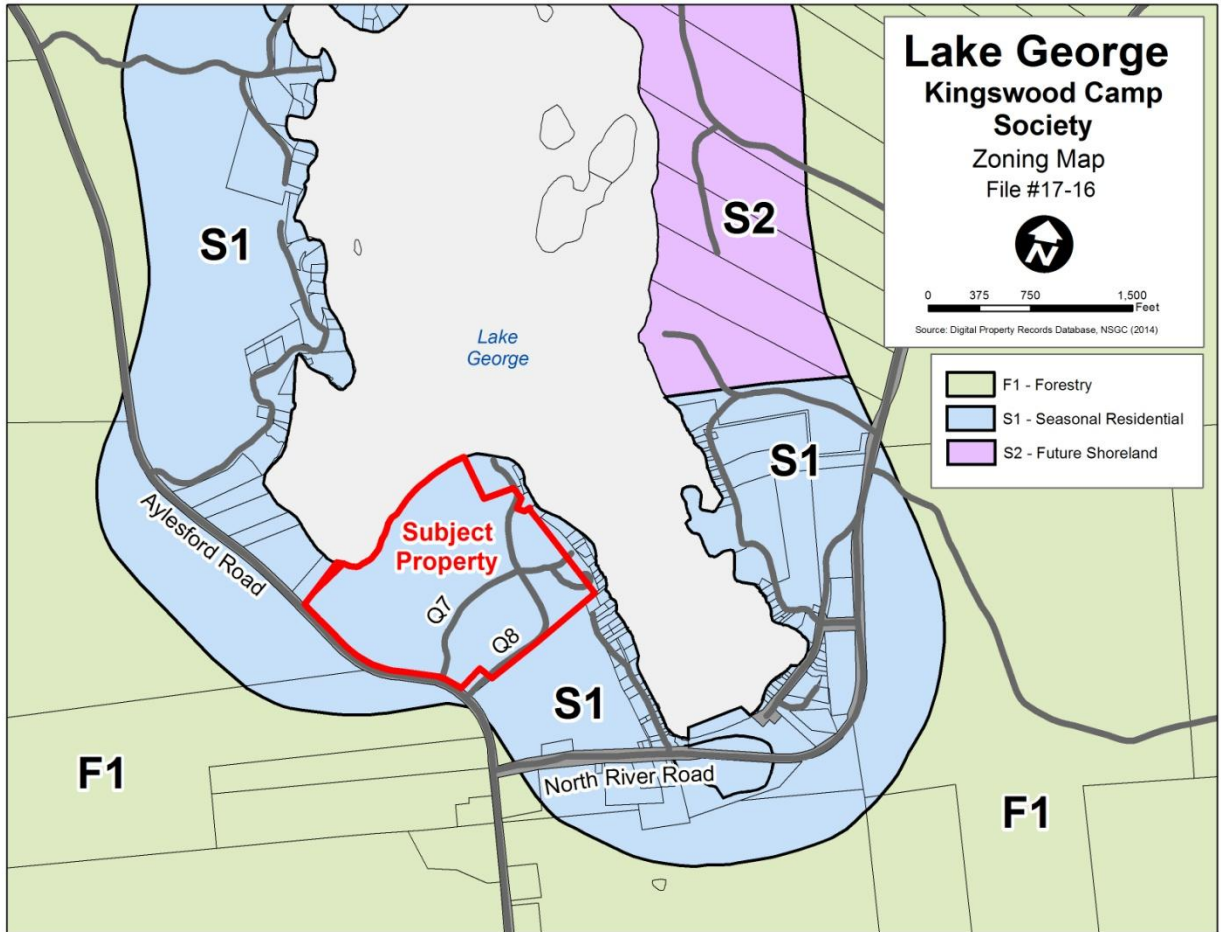
## **9. APPENDICIES**

**Appendix A – Reference Zoning Map**

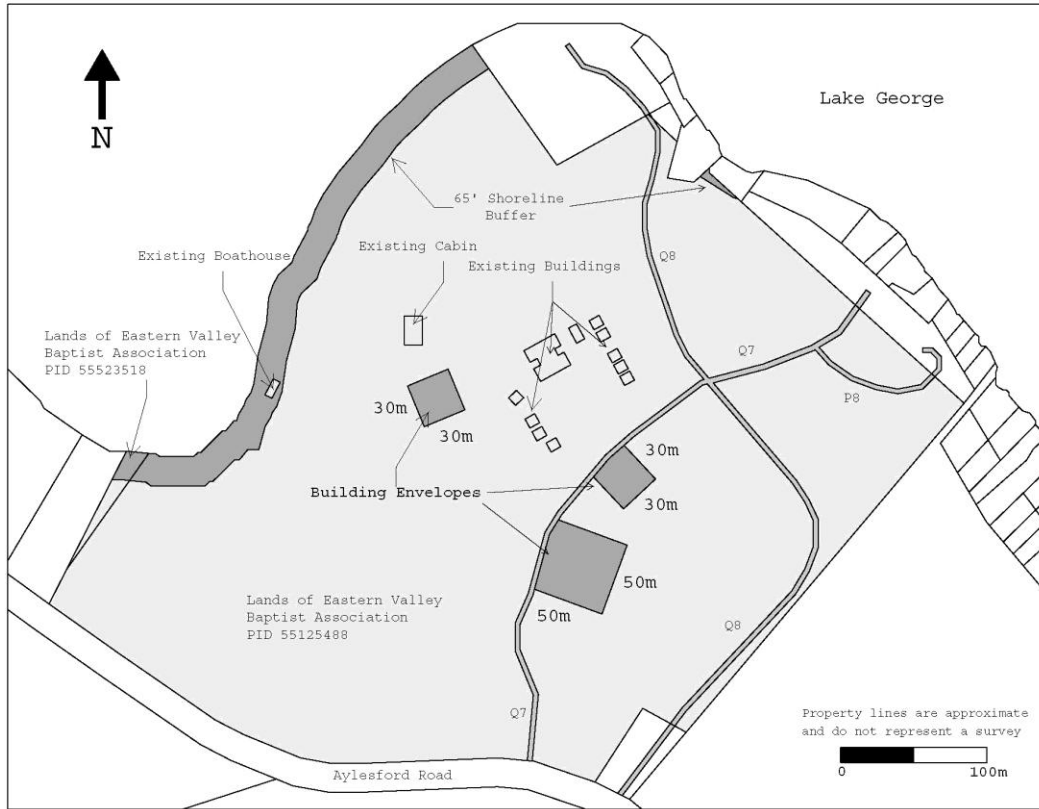
**Appendix B – Site Plan contained in existing Development Agreement**

**Appendix C – Draft Amending Agreement**

Appendix 'A' – Reference Zoning Map



**Appendix 'B' – Site Plan contained within the existing Development Agreement**



Schedule 'B'

## Appendix 'B' – Draft Amending Agreement

THIS AMENDING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**EASTERN VALLEY BAPTIST ASSOCIATION**, of Wolfville, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 106971808 on April 22, 2015 affecting land described therein and now known as PIDs 55125488 and 55523518 ("Property");

WHEREAS the Parties wish to amend the Development Agreement as hereinafter set forth;

WHEREAS the subject matter of the amendment is identified in the Development Agreement as a matter that is not substantive.

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (add date of motion), approved this Amending Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

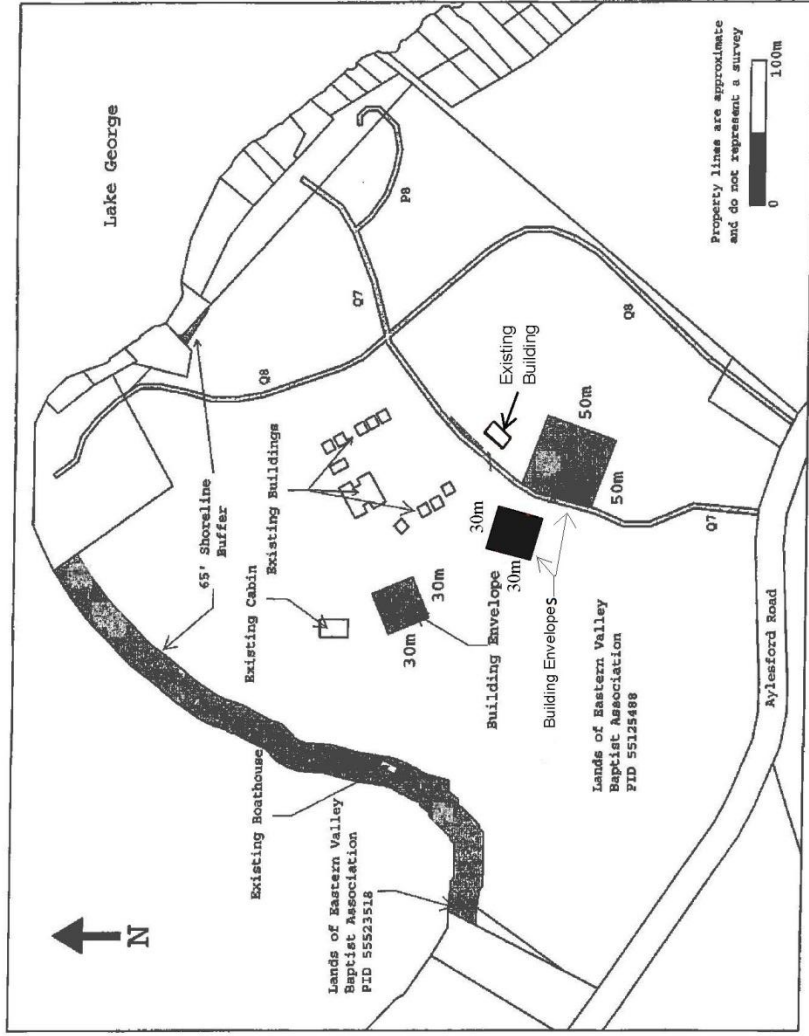
### 1.0 Site Plan

Schedule 'B' is deleted and replaced with Schedule 'B' attached to this Amending Agreement and which forms part of the Agreement.

### 2.0 Amending Agreement

This Amending Agreement is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement the Development Agreement is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, shall remain in full force and effect.





Schedule 'B'

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**EASTERN VALLEY BAPTIST ASSOCIATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wayne Merrill, Moderator



**Municipality of the County of Kings**  
**Report to the Planning Advisory Committee**

Application for non-substantial amendments to an existing development agreement for multi-unit development at 9406 Commercial St., New Minas (File 18-05)

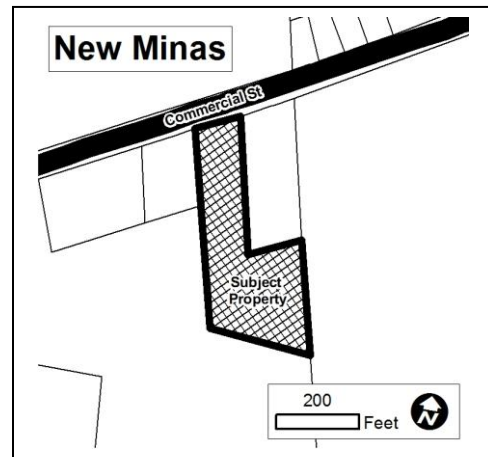
April 10, 2018

**Prepared by:** Planning and Development Services

<b>Applicant/Land Owner</b>	Noel Taiani of 3302210 NOVA SCOTIA LTD.
<b>Proposal</b>	To amend the existing development agreement to allow balconies, patios, building support structures and canopies to extend beyond the building envelope to the west and to replace the property description.
<b>Location</b>	9406 Commercial Street, New Minas, NS PIDs 55209647 and 55532543
<b>Area</b>	Approximately 2.08 acres
<b>Designation</b>	Residential (R) Designation and Business Expansion (Ue) Designation
<b>Zone</b>	Residential One and Two Unit (R2) Zone and Gateway Commercial (GC) Zone
<b>Surrounding Uses</b>	Commercial, residential and a golf course. Please refer to the Zoning Map in Appendix 'A'.

**1. PROPOSAL**

Noel Taiani of 3302210 NOVA SCOTIA LTD. has applied for a non-substantive amendment to the text of the existing development agreement on his property to allow balconies, patios, building supports and canopies to extend beyond the building envelope on the west side of the structure. In addition, when the subject property was migrated at the land registry, two property descriptions were found which resulted in two PID numbers being assigned to the subject property. As a result, Schedule 'A' of the original development will need to be replaced to provide an accurate property description.



While the current development agreement was only approved by Council at its meeting on December 5, 2017, a slight change in the applicant's building plans cannot be accommodated without these non-substantive amendments to the development agreement.

**2. OPTIONS**

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the draft Amending Agreement;
- B. Recommend that Council refuse the draft Amending Agreement; or
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the draft Amending Agreement.

### **3. BACKGROUND**

On December 5, 2017, Council approved entering into a development agreement with Noel Taiani of 3302210 NOVA SCOTIA LTD. that permitted a residential dwelling with a maximum of 39 units on the property located at 9406 Commercial Street, New Minas (PIDs 55209647 and 55532543). For more information on this file, please refer to the October 2, 2017 report to the New Minas Area Advisory Committee attached as Appendix 'C'.

Since this time, Mr. Taiani has conducted detailed design work on the proposed building. The Building Code requirement to have the multi-unit dwelling be located a minimum distance from the roadway for fire department access has required that the building be located further to the west than originally planned. This means that any balconies, patios, support structures or canopies located on that side of the dwelling that are currently required to be within the Building Envelope must be permitted to locate outside the delineated Building Envelope to accommodate his design. Therefore, a statement in the development agreement that permits the extension of these features outside of the Building Envelope must be inserted into the development agreement.

In addition, staff have initiated a further non-substantive amendment to the existing development agreement to replace the Schedule 'A' which is the property description. The discovery of two different property descriptions for the subject property at the time of migration has resulted in two PID numbers being assigned to the subject property. Therefore, the Schedule 'A' contained within the existing development agreement is no longer accurate and must be replaced with both property descriptions which represent the entirety of the subject property.

### **4. INFORMATION**

#### **4.1 Request for Comments**

Given the minor nature of the proposed changes to the development agreement, Staff have gathered the following information from internal departments only:

- Development Control staff have reviewed the draft amending agreement and have no concerns.
- Engineering, Public Works, Lands and Parks staff have indicated that they have no concerns regarding the proposed non-substantive amendments to the development agreement. The Municipal Engineer did emphasize the importance of an appropriate drainage plan for the property, which is already a requirement of the existing development agreement.

## 5. POLICY REVIEW

### 5.1 Enabling Policy

Part 3 of the existing development agreement addresses changes and amendments to the development agreement. It outlines what changes to the development agreement can be addressed and what changes are substantive or not. Section 3.2 of the development agreement outlines the following:

*Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.*

Section 3.3 goes on to list matters that are considered substantive, including:

- (a) *the uses permitted on the property as listed in Section 2.1 of this Agreement;*
- (b) *development generally not in accordance with Schedule B, Site Plan, except as provided for in section 2.3 of this Agreement.*

The applicant's request is to amend the development agreement to allow balconies, patios, support structures and canopies for the residential structure to locate outside the building envelope. This matter is considered non-substantive because it is not changing the list of uses permitted on the property as set out in Section 2.1 and it is not requesting a form of development that is not generally in conformance with the site plan.

The staff initiated amendment which involves the replacement of Schedule 'A' within the existing development agreement is also considered to be non-substantive according to the criteria listed above.

According to the Section 229 (7) of the *Municipal Government Act* and the Municipality's Planning Policy 09-001, these non-substantive amendments can occur by consideration of Council without a Public Hearing.

### 5.2 Multi-Unit Residential Development Policies

Policy 2.3.10 of the New Minas Sector Plan addresses multi-unit residential development requirements for the Growth Centre of New Minas. The policy provides criteria for Council to consider when entering into a development agreement for this type of use. These conditions were reviewed in the original development agreement application (File 17-09). The proposal was found to be satisfactory at that time. In Staff's opinion, the nature of the proposed amendments does not fundamentally affect the intent or effectiveness of the terms of the original development agreement and thus continues to be in compliance with the above conditions.

## **6. SUMMARY OF DRAFT AMENDING AGREEMENT**

The draft amending agreement attached as Appendix 'B' includes a clause that will permit balconies, patios, canopies and support structures to be located outside of the building envelope on the west side of the dwelling, provided the minimum required side yard is still maintained. It also contains a new Schedule 'A' with an updated property description.

## **7. CONCLUSION**

Staff have reviewed the existing development agreement and found that both the requested amendment and the staff initiated amendment are not substantive matters. The proposed amendments remain consistent with the New Minas Sector Plan, particularly Subsection 2.3.10 dealing with multi-unit development. Staff considers the amendments appropriate and in keeping with the intent of the original development agreement and the New Minas Sector Plan.

## **8. STAFF RECOMMENDATION**

Staff recommend that the Planning Advisory Committee forward a positive recommendation to Municipal Council by passing the following motion.

**The Planning Advisory Committee recommends that Municipal Council give consideration and approval to the draft amending agreement to the existing development agreement permitting multi-unit residential development at 9406 Commercial Street, New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix B of the report dated April 10, 2018.**

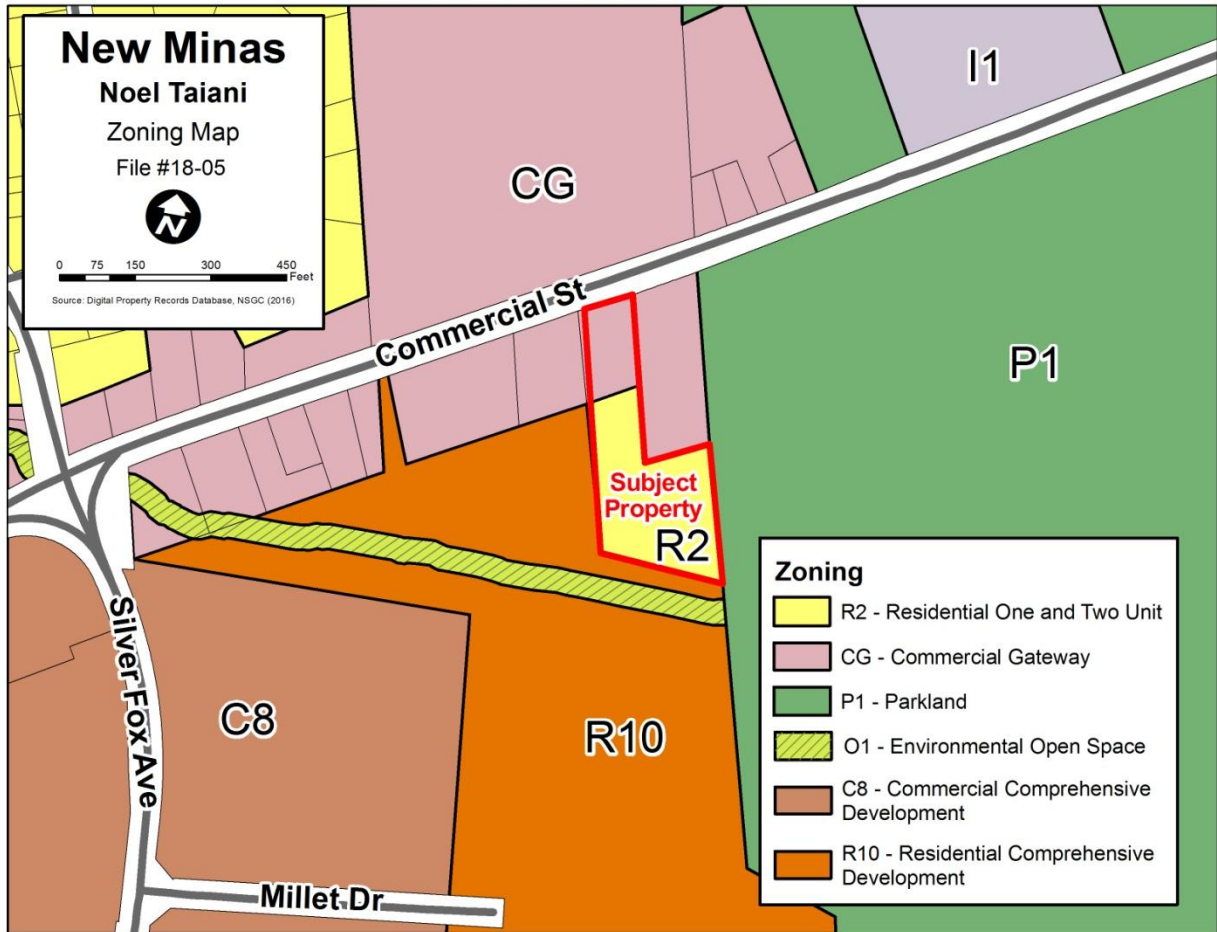
## **9. APPENDIXES**

**Appendix A – Reference Zoning Map**

**Appendix B – Draft Amending Agreement**

**Appendix C – New Minas Area Advisory Committee report for file 17-09 dated October 2, 2017**

# Appendix 'A' – Reference Zoning Map



## Appendix 'B' – Draft Amending Agreement

THIS AMENDING AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

BETWEEN:

**3302210 NOVA SCOTIA LTD.**, of Halifax, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 112215836 on February 27, 2018 affecting land described therein and now known as PIDs 55209647 and 55532543 ("Property");

WHEREAS the Parties wish to amend the Development Agreement as hereinafter set forth;

WHEREAS the amendments are identified in the Development Agreement as matters that are not substantive.

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (add date of motion), approved this Amending Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

### 1.0 Development Standards

Section 2.3 (c) is deleted and replaced with the following:

- (c) Balconies, patios, canopies and supports for the main structure located on the east and west sides of the residential dwelling are permitted to extend beyond the limits of the Building Envelope identified on Schedule B, Site Plan, provided the minimum required side yard is maintained.



## **2.0 Property Description**

Schedule 'A' is deleted and replaced with Schedule 'A' attached to this Amending Agreement and which forms part of the Agreement.

## **3.0 Amending Agreement**

This Amending Agreement is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement the Development Agreement is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, shall remain in full force and effect.

## Schedule 'A' – Property Descriptions

Taken from Property Online on March 23, 2018

PID 55209647

ALL AND SINGULAR the land and premises situate, lying and being on the County side of the Main Trunk Highway Number 1 leading from Kentville to Wolfville, both places in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

COMMENCING at a point where the northwest corner of lands of New Minas School property, Section 64, intersects the southern boundary of the said Trunk Highway Number 1;

THENCE South 8 degrees 30 minutes West for a distance of 334 feet to a stake driven;

THENCE North 83 degrees and 30 minutes East for a distance of 135 feet or to the western boundary line now or formerly of the Ken-Wo Golf and Country Club;

THENCE South 9 degrees 30 minutes West for a distance of 280 feet to a stake driven;

THENCE Northwesterly for a distance of 250 feet, more or less, to a stake driven;

THENCE North 8 degrees and 30 minutes East for a distance of 480 feet or to the southern boundary of said Trunk Highway Number 1;

THENCE North 83 degrees 30 minutes East along the various courses of the southern boundary of said Trunk Highway Number 1 for a distance of 100 feet to the place of beginning.

BEING AND INTENDED TO BE that lot of land as shown on a plan of survey recorded at the Registry of Deeds for Kings County on May 3, 1960 as Plan Number A-430A.

PID 55532543

ALL AND SINGULAR the land and premises situate, lying and being on the south side of Trunk Highway Number 1, said Highway running between Kentville and Wolfville, both places in the County of Kings, more particularly bounded and described as follows:

COMMENCING at a point where the north-west corner of lands now or formerly of Walter a. Davidson intersects the Eastern boundary of lands now or formerly of Hazel C. Millett on the Southern boundary of said Trunk Highway Number 1;

THENCE South 8 degrees 30 minutes West for a distance of 480 feet more or less or to the south-west corner of lands now or formerly of Walter A. Davidson;

THENCE Northerly for a distance of 480 feet more or less or to the southern boundary of said Trunk Highway Number 1;

THENCE Easterly along the various courses of the Southern boundary of said Trunk Highway Number 1 for a distance of 10 feet or to the place of beginning.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**3302210 NOVA SCOTIA LTD.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Noel Taiani, President



**Municipality of the County of Kings  
Report to the New Minas Area Advisory Committee**

Application: Application to enter into a development agreement to permit up to 39 residential units at 9406 Commercial Street, New Minas, NS (PID 55209647) (File 17-09)

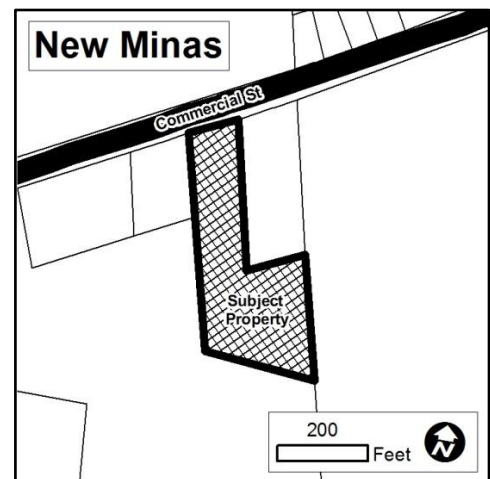
Date: October 2, 2017

Prepared by: Planning and Development Services

<b>Applicant</b>	Noel Taiani (Parsons Green Developments Ltd.)
<b>Land Owner</b>	Peter Dwight Davidson
<b>Proposal</b>	Residential apartment building containing up to 39 units
<b>Location</b>	9406 Commercial Street, New Minas, NS PID 55209647
<b>Lot Area</b>	Approximately 2.08 acres
<b>Designation</b>	Residential (R) Designation and Business Expansion (Ue) Designation
<b>Zone</b>	Residential One and Two Unit (R2) Zone and Gateway Commercial (GC) Zone
<b>Surrounding Uses</b>	Commercial, residential and a golf course
<b>Neighbour Notification</b>	Letters were sent to the 14 owners of property within 500 feet of the subject property notifying them of the Public Information Meeting (PIM).

**1. PROPOSAL**

Mr. Noel Taiani of Parsons Green Developments Ltd. has applied for a development agreement to allow for a residential apartment building with up to 39 units to be developed at 9406 Commercial Street, New Minas. He intends for the building to be four stories high with partially exposed underground parking and storage. The proposal also includes the demolition of the existing dwelling on the subject property.



**2. OPTIONS**

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted;
- C. Provide alternative direction, such as requesting further information on a specific topic, or recommending changes to the draft development agreement.

**3. BACKGROUND**

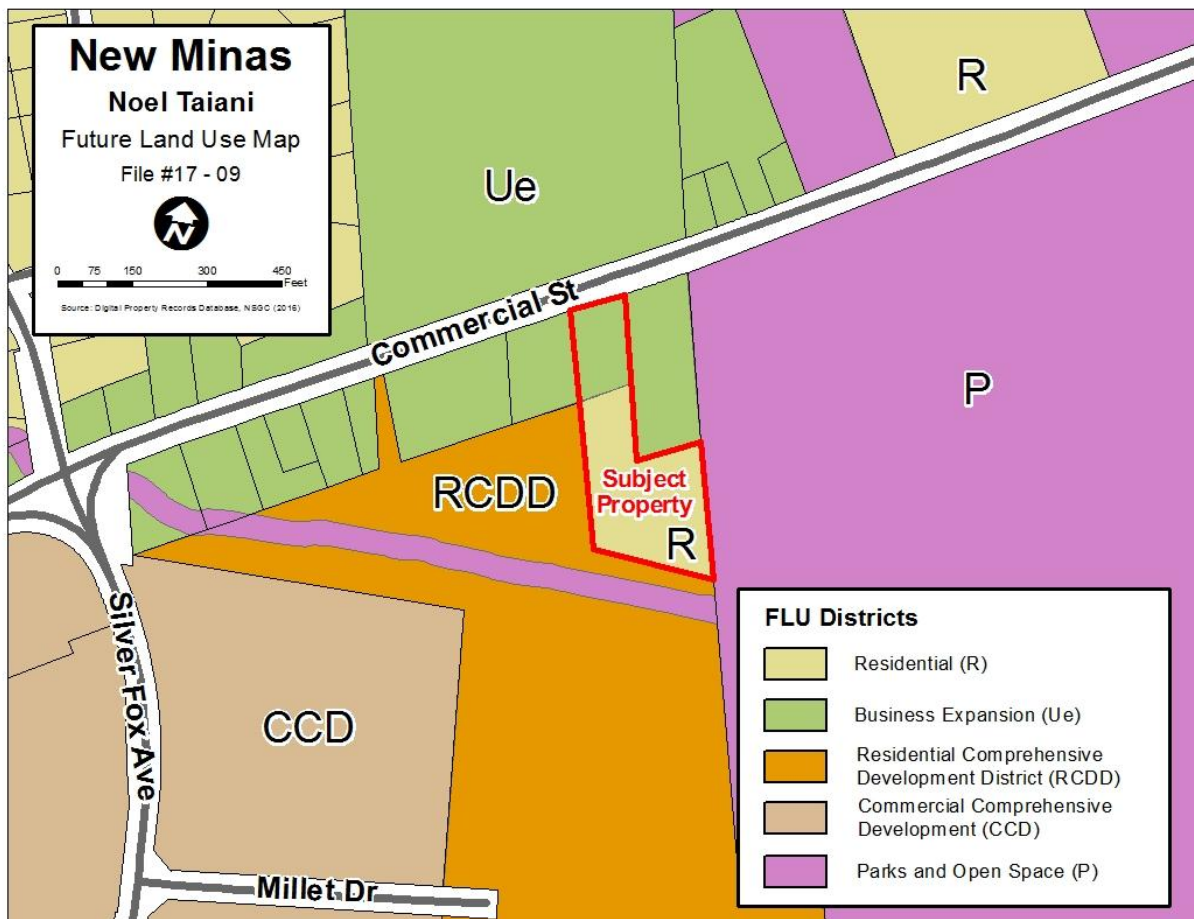
As the president of Parsons Green Developments, Mr. Taiani develops, acquires and manages residential apartment buildings in Nova Scotia and the United Kingdom. His portfolio currently stands at 168 units. Mr. Taiani has a purchase and sale agreement in place with the current owner of the property which will take effect pending the successful adoption of the draft development agreement.

## 4. INFORMATION

### 4.1 Site Information

The subject property is located in the eastern portion of the Growth Centre of New Minas. The 1975 New Minas Sector Plan designated this property and the surrounding area as low density residential. The subject property was included in one of six 'designated neighbourhoods' even though, at that time, much of the area was still being farmed. A review of the New Minas Sector Plan in 1992 saw the introduction of a Business Expansion District along the segment of Commercial Street between Cornwallis Avenue and the Evangeline Middle School to identify the eastern entrance to New Minas' main Business District. This district was applied to the front portions of properties along Commercial Street, while the back lands were zoned Residential One and Two Unit (R2).

In 2007, approximately 30 acres of the lands to the rear of the subject property, known as the Millett lands, were re-designated and rezoned to the Commercial Comprehensive Development District and Zone to allow for 'big box' commercial development. This area is now commonly referred to as the Home Depot plaza. The remainder of the Millett lands immediately to the south of the subject property were re-designated and rezoned to the Residential Comprehensive Development District and Zone in 2009 (see Future Land Use Map below).



This history explains why the front portion of the subject property is within the Business Expansion (Ue) District and Gateway Commercial (GC) Zone, while the rear portion is in the Residential (R) District and the Residential One and Two Unit (R2) Zone. This rear portion is the only remaining land within the Residential District in this area of New Minas.

The subject property is a little over 2 acres in size. The single unit dwelling on the subject property was built in the 1970s. The rear portion of the lot is forested and slopes down to the south where there is a watercourse located approximately 60 feet from the rear property line. Immediately east of the subject property along Commercial Street is the Flower Cart Group and beyond that property is KenWo Golf Course which also abuts the eastern side of the southern portion of the subject property. To the west of the subject property is a residential dwelling and Jerry's RV. As mentioned above, to the south of the subject property is a large parcel of vacant land that is zoned Residential Comprehensive Development (R10) which is intended to allow for the comprehensive planning of new residential neighbourhoods by development agreement.

#### **4.2 Site Visit**

A Planner and Development Officer visited the subject property on June 29, 2017. At this time, the applicant discussed in more detail his intentions for the subject property with staff.

#### **4.3 Public Information Meeting**

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on July 13, 2017 at the Louis Millett Community Complex with 24 members of the public in attendance. The complete notes from the PIM are attached as Appendix B.

#### **4.4 Request for Comments**

Comments were requested from the following groups with the results as described:

##### **4.4.1 Department of Transportation and Infrastructure Renewal**

The Department of Transportation and Infrastructure Renewal has written a letter indicating that the proposed driveway is in an appropriate location and that the road networks in, adjacent to and leading to the site are adequate for the requested development. The Department will not require a Traffic Impact Study for this proposal.

##### **4.4.2 Municipality of the County of Kings Engineering and Public Works (EPW)**

EPW indicated that they will require the following documents to be submitted at the time of permitting, according to Municipal Specifications:

- Drainage plan, complete with calculations demonstrating that post development flow rates will be equal or less than predevelopment flow rates; and
- Erosion and sedimentation control plan.

#### 4.4.3 Nova Scotia Environment

Nova Scotia Environment did not respond to planning staff's request for comments.

#### 4.4.4 Village of New Minas Water Utility

The Village of New Minas Water Utility indicated that it is able to meet the water/wastewater needs for the proposed development.

#### 4.4.5 New Minas Water Commission

The New Minas Water Commission was asked for comments regarding the proposal as the subject property is located within Wellfield Protection Zone C. The Commission noted that the area in question does have a test well, but no production well and there are no plans that it will become a production well in the future.

## **5. POLICY REVIEW**

### **5.1 Development Agreements**

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. In New Minas, the ability for Council to consider a development agreement must be stated in By-Law #57, the New Minas Land Use By-law (NMLUB) and By-law #42, the New Minas Sector Plan (NMSP) 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 NMSP, Council identifies specific criteria which must be considered when making decisions regarding a development agreement.

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

### **5.2 Ability to enter into a Development Agreement**

Section 3.1.33 b. of the NMLUB states that multi-unit residential development within the Residential District is to be considered by development agreement. Policy 2.3.10 of the NMSP provides the policy direction for approving such proposals. The majority of the subject property, including the area intended to contain the residential use, is located within the Residential District.

As mentioned above, the front portion of the subject property (an area approximately 20,000 square feet in size) is located within the Business Expansion District. Rather than requiring this portion of the property to be re-designated to the Residential District through a Sector Plan amendment, staff considered Policy 3.9.13 of the NMSP. This policy refers to actions not

requiring a plan amendment. It states *“The Land Use Map is a graphic representation of the Land Use Districts that are to be developed in accordance with the policies of this Plan. Areas contiguous to a given district may be considered for a zoning amendment to a use permitted within that district without an amendment to this Plan, and provided that all other policies of this Plan are met.”* While this policy specifies that a zoning amendment may be permitted without an amendment to the NMSP, it also refers to Council’s intent to permit a use on a property that would be permitted in an adjacent district. In New Minas, there is no ability to re-zone to the Multiple Family Residential Zone. All new multi-unit residential development in New Minas is to be considered by development agreement. Therefore, it is Staff’s opinion that this policy gives Council the ability to consider a development agreement for a multi-unit residential use in a Residential District as well as a property (or a portion of property) in an adjacent district.

### **5.3 Multi-Unit Residential Development Policies**

As described above, Policy 2.3.10 of the NMSP addresses multi-unit residential development requirements for the Growth Centre of New Minas. The policy allows for multi-unit development to be accommodated only through the development agreement approval process. The policy provides criteria for Council to consider when entering into a development agreement for multi-unit residential uses in New Minas. These criteria are reviewed and summarized in Appendix ‘C’. Staff believe that the draft development agreement meets all of the criteria set out in Policy 2.3.10 because it requires sufficient buffering, setbacks, on-site parking, amenity areas and water and sewer services. The draft development agreement also requires compatible architectural design and landscaping and access is on to a collector road.

Policy 2.3.12 outlines conditions that the development agreement may regulate, including buffering, architectural design, site design, and time limits for the completion of construction. All of these conditions are addressed in the draft development agreement. This policy also states that Council may regulate any other similar matters which it feels necessary to ensure the general compatibility of the use and structure with adjacent residential uses. Other conditions that are regulated in the draft development agreement that are not specifically mentioned in Policy 2.3.12 include, provisions for lighting, outdoor storage, erosion and sediment control, drainage and the requirement to maintain the property in an attractive and useable state.

### **5.4 Other Residential Policies**

Section 1.1 of the NMSP notes that *“with the increasing cost of conventional types of housing, it becomes important to provide the opportunities for a wide range of alternative housing types”*. Section 1.2 of the NMSP states the goal *“to provide a high quality residential environment that meets the social and economic needs of the community by providing for a variety of housing types.”* The preamble to Residential Policies in the NMSP further states that there is a need to provide for diversified residential development within the Village. It is recognized that future housing needs will likely reflect an aging population, a downsizing of families, and a wider range of family incomes. In Staff’s opinion, allowing the proposed multi-unit dwelling is in keeping with the intent of the NMSP residential policies. Through Policy 2.3.14 of the NMSP, Council states the intention to encourage and facilitate pedestrian movement throughout Residential Districts.



The proposal meets this intention because it includes the provision of a pedestrian walkway from the residential structure to Commercial Street.

### 5.5 Business Expansion District and Commercial Gateway Zone

As stated above, the front portion of the subject site, as well as some of the surrounding properties, is located in the Business Expansion District (Ue) and Commercial Gateway (CG) Zone. The CG zone forms the eastern entrance to the New Minas Business District from the Hamlet of Greenwich. Section 2.4 of the NMSPP explains that the CG zone’s objective is to “*acknowledge the businesses interspersed on [Commercial Street] and to manage the orderly transition from residential to commercial*”. Policies for the CG zone are designed to enhance the attractiveness of the area and to provide a buffer between new commercial uses and abutting residential uses. The proposal for multi-unit residential development in this area is considered compatible with the purpose of transitioning from commercial uses to lower density residential development.

### 5.6 New Minas Wellfield Policies

The subject property lies within the Wellfield Protection Zone C for New Minas. Policy 2.10.3.3.3 of the NMSPP sets out a list of uses that are prohibited in Wellfield Protection Zone C because of their potential to contaminate the groundwater. Multi-unit residential uses are not in the list of prohibited uses and are listed in the NMLUB as a permitted use. Therefore, there are no constraints to multi-unit development on the subject property as a result of the wellfield zone.

## 6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached as Appendix D to this report. The main content of the proposed development agreement includes:

Draft Development Agreement Location	Content
2.1	regulates the uses permitted on the site
2.2	specifies that development must be in general conformance with the attached site plan
2.3	regulates development standards
2.4	regulates architecture
2.5	regulates subdivision
2.6	regulates amenity areas
2.7	requires active transportation infrastructure
2.8	regulates buffering
2.10	regulates lighting

2.11	regulates outdoor storage
2.12	regulates parking
2.14	addresses erosion and sediment control
3.3	substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement. In the draft development agreement the only substantive matters are the uses allowed on the property and the requirement to develop in general conformance with the Site Plan.

**7. CONCLUSION**

Staff have reviewed the application for consistency and compliance with the NMSP including the policies for multi-unit residential development and Wellfield Protection. It is Staff's opinion that the proposed development is compatible with the area and will contribute to positive growth in New Minas. Since the terms of the draft development agreement are in keeping with and carry out the policies of the NMSP, Staff are forwarding a positive recommendation to the New Minas Area Advisory Committee.

**8. STAFF RECOMMENDATION**

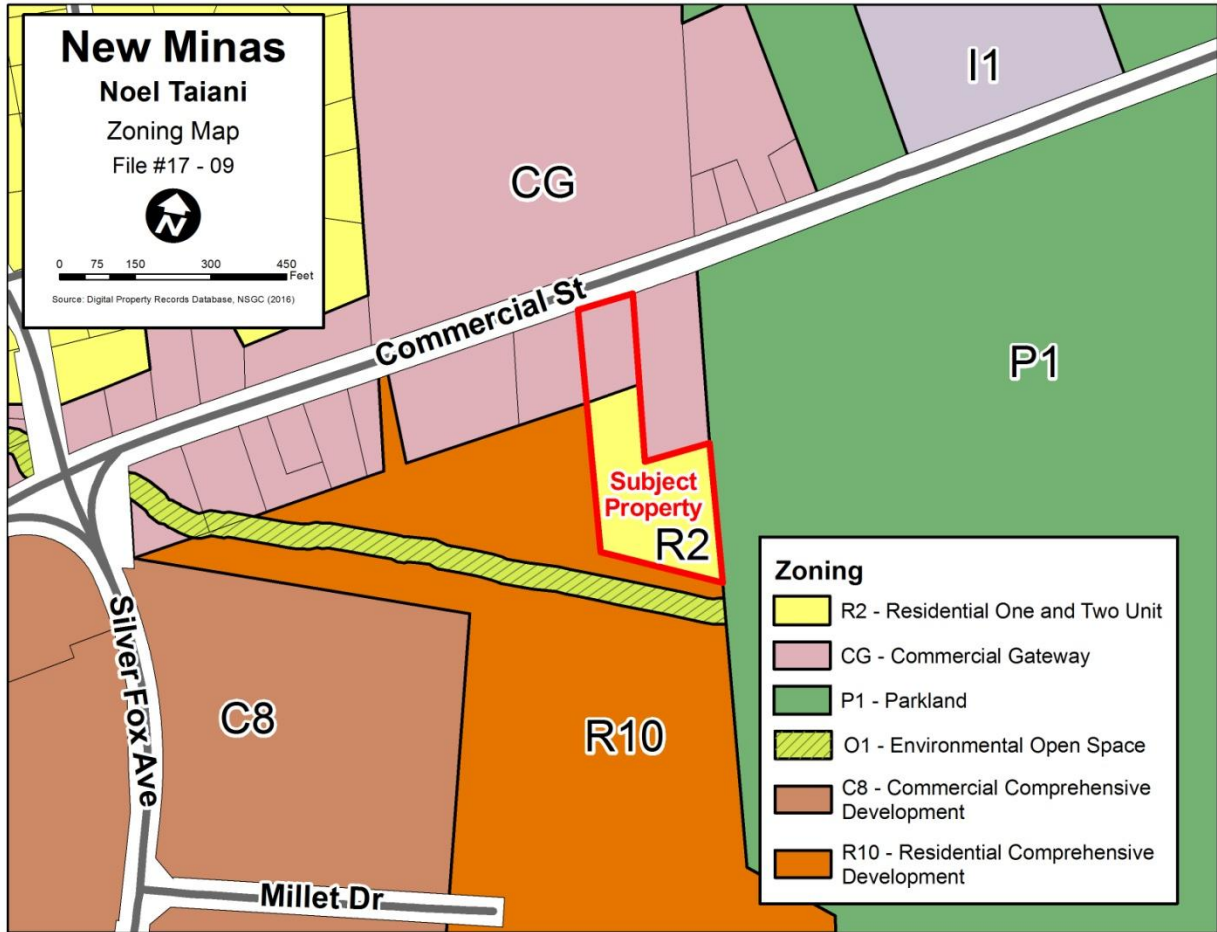
Staff recommends that the New Minas Area Advisory Committee forward a positive recommendation to the Planning Advisory Committee by passing the following motion:

**The New Minas AAC recommends that the Planning Advisory Committee recommend that Council give Initial Consideration and hold a Public Hearing regarding entering into a development agreement to permit multi-unit residential development at 9406 Commercial Street (PID 55209647), New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated October 2, 2017.**

**9. APPENDICES**

- Appendix A      Zoning Map
- Appendix B      Public Information Meeting Notes
- Appendix C      NMSP Policy 2.3.10 and 2.3.12 (Multi-Unit Residential Development Policies)
- Appendix D      Draft Development Agreement

# APPENDIX A - Zoning Map



APPENDIX B – Public Information Meeting Notes

**MUNICIPALITY OF THE COUNTY OF KINGS**  
**PLANNING AND DEVELOPMENT SERVICES**  
**PUBLIC INFORMATION MEETING NOTES**

**Planning Application to allow a multi unit residential development  
at 9406 Commercial Street, New Minas (File 17-09)**

<b>Meeting, Date and Time</b>	A Public Information Meeting was held on Thursday, July 13, 2017 at 7:00 p.m. at the Louis Millett Community Complex (Multi Purpose Room 121), 9489 Commercial Street, New Minas, NS.
<b>Attending</b>	In Attendance:
<b>Councillors</b>	Peter Muttart, Mayor Councillor Jim Winsor – District 8
<b>New Minas Village Commissioners</b>	Kenneth Pineo
<b>New Minas Area Advisory Committee Members</b>	Gerard Hamilton (citizen member)
<b>Planning Staff</b>	Leanne Jennings – Planner Brianna Maxwell – Recorder
<b>Applicant</b>	Noel Taiani, Parsons Green Development Ltd
<b>Public</b>	24 Members
<b>Welcome and Introductions</b>	The Chair, Councillor Jim Winsor, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting.
<b>Presentations</b>	Leanne Jennings provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Noel Taiani of 3302210 Nova Scotia Limited. The proposal is for a development agreement to permit a 39 unit residential apartment building at 9406 Commercial Street (PID 55209647), New Minas.

Ms. Jennings stated that the Public Information Meeting provides an opportunity for the public to express concerns and/or receive

clarification on any aspect of the proposal. No evaluation has been completed and no decisions have been made at this point.

Noel Taiani and his architect Paul Skerry spoke on the development plans associated with the proposal. In responding to market pressure for multi-unit dwellings in North America, Mr. Taiani's company Parsons Green Development Ltd, is proposing a 4 storey residential unit with underground parking. Some preliminary site plans were shown, and the desire to maintain as much vegetation as possible was expressed. Mr Taiani also intends to utilize the existing grading on the property, and to stay as close as possible to the original grading on the finished site.

Following the presentations, the floor was opened for comments from the public to which Leanne Jennings and Noel Taiani responded.

***Comments from the Public***

Beverly Horne- New Minas

- Was concerned that future residents of the project would not be able to pull out onto Commercial Street. She noted that it was already a very busy street and asked if there was another street that traffic could be diverted to for this development.
- She was also concerned with the blasting that she believed would be required for the underground parking.

Mrs. Jennings clarified that the only frontage for this lot was on Commercial Street and that comments were being requested from the Department of Transportation and Infrastructure Renewal as they are the road authority.

Mr. Taiani stated that they did not anticipate any blasting for this development as there is sandy soil on the site.

Branden Mosher- President of the Board of Directors, Ken Wo Country Club Inc

- Concerned about golf balls going onto to the subject property and hitting residents or causing property damage.
- Further concerned about who the property would be marketed to in terms of disturbance to golfers on their course

The Chair confirmed with Ken Wo Country Club that they have been in consultation with Parsons Green Development Ltd in relations to these concerns.

Rene MacKay- Director of Golf, Ken Wo Country Club

- Voiced concerns over the long term maintenance of the treed buffer between the two properties, especially with the increase in felled trees as the result of storms in recent years.
- Spoke in support of the project and potential new customers from the residence, but the main concern currently is the potential for golf balls to damage person or property on the subject site. Mr MacKay mentioned he, Mrs. Jennings and a colleague had viewed the site a week prior and had found golf balls where the proposed residence was to be built.

John Lawrence- Vice President of the Board of Directors, Ken Wo Country Club Inc

- Concerned about stray golf balls as well, especially with large windows and solar panels

Mr Taiani clarified that they were not considering solar panels on this project.

Jeff Kelly- Director of the Flower Cart

- He has spoken with Mr. Taiani who has kept them well informed on the application. They have discussed what their relationship will look like moving forward and he has no reservations with the project. He noted that there have been a few stray golf balls on his property but they were not seen as a big issue for them.

The Chair mentioned this may be an area where a net could be put up similar to the one along Commercial Street

Jeff Cantwell- Mayor of Wolfville

- Town of Wolfville has no vested interest in this project but he wished to speak to his experience with Parsons Green Development Ltd and the residential building they had constructed in Wolfville. He stated that what was promised was delivered in terms of the details on the building, and approved of the extensive consultation Mr Taiani had conducted with the surrounding uses in both of these projects.

Scott Brydon- Jerrys RV Trailer Sales and Service Ltd

- Mr Brydon stated he had not been consulted by Mr Taiani on this project, and wished to know if there were plans for a

fence along their shared property boundary. He stated that the proposed trees along the property line which were included in the site plans shown earlier by Mr Taiani, were of some concern.

- Mr Brydon commented that he has had major issues with kids entering his property which is a safety concern with the number of vehicles entering the site. He further inquired if there would be a possibility of kids staying in the proposed residential building

Mr Taiani said their intention is to maintain the vegetation wherever possible and clientele target would likely be 'empty nesters' 55 and over, but the design is not specific for one demographic. It is their intent to ensure the residence is a place where people want to live, and that noise and other nuisances do not disturb the nearby properties. He also said he would discuss details further with Mr. Brydon at a later date.

Mrs Jennings further noted that it is Council's intent to ensure adequate buffering between properties, and this will be determined through a review.

John Lawrence- Vice President of the Board of Directors, Ken Wo Country Club Inc

- He asked about the clientele Mr. Taiani intended to advertise to

Mr. Taiani noted that the building will be of a higher end design with underground parking and large decks so whoever lives there will be able to afford them. They are not specifically marketing it for one demographic or income bracket.

***Adjournment***

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:47 p.m.

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Brianna Maxwell, Recorder

**APPENDIX C – New Minas Sector Plan Policy 2.3.10 and 2.3.12: Criteria for considering multi-unit residential uses through development agreement.**

10. *It shall be the policy of Council to consider multiple family development including apartment houses, town houses and family care group homes in residential districts by a development agreement under Section 225 of the Municipal Government Act, subject to the following conditions:*

<b>Policy Statement</b>	<b>Review</b>
i. <i>The privacy of adjacent single-family dwellings will be maintained through the provision of natural or artificial buffering.</i>	<i>The adjacent single unit dwelling will be buffered by new trees that are required to be planted.</i>
ii. <i>The architectural design and landscaping will be compatible with the character of the residential neighbourhood.</i>	<i>The architecture of the proposed multi-unit residential dwelling is required to be consistent with architectural design that has been submitted.</i>
iii. <i>The building does not interfere with the sunlight received by adjacent dwellings.</i>	<i>The Building Envelope is located a sufficient distance from the adjacent dwelling that it is not anticipated to interfere with the sunlight received by the dwelling.</i>
iv. <i>The building is located at a sufficient distance from the property line and/or adjacent dwellings and the design is such so as not to interfere with the privacy of adjacent residents.</i>	<i>The multi-unit dwelling is required to meet the setback requirements of the Multiple Family Residential (R3) Zone, or a comparable medium density residential zone of any successor documents.</i>
v. <i>Sufficient on-site parking is provided to accommodate all the residents plus visitors, and the parking will be located in such a manner as to minimize the adverse impacts to adjacent residents and to the residential neighbourhood as a whole.</i>	<i>The parking requirements must be consistent with the requirements of the Multiple Family Residential (R3) Zone, or a comparable medium density residential zone of any successor documents.</i>
vi. <i>A suitably located landscaped amenity area, comprising a minimum of 10% of the total area of the proposed development, will be provided to meet the needs of the multiple family development. The location and configuration of the amenity area must be suitable for open space/leisure activities usually associated with a residential use.</i>	<i>The Development Agreement requires that each residential unit be provided with a private patio, balcony or deck. If the developer is not able to provide each unit with a private patio, balcony or deck, a common area that will accommodate outdoor leisure activities is required. In addition, a common designated amenity area designed to meet the leisure needs of residents measuring no less than 3,000 square feet in size is required. All amenity areas combined are required to comprise a minimum of 10% of the total area of the property.</i>



<p>vii. <i>The proposed densities do not exceed the following:</i></p> <p><i>Town Housing                      16 unit/net acre</i></p> <p><i>Apartment Housing                30 unit/net acre</i></p>	<p><i>The proposed density is approximately 19 units per net acre.</i></p>
<p>viii. <i>Village water and sewer services are sufficient to accommodate the proposal.</i></p>	<p><i>The developer is responsible for providing adequate water and sewer services. The New Minas Water Utility and Public Works Department has indicated that it is able to adequately service the proposed development with sewage and water services.</i></p>
<p>ix. <i>The proposal has direct access to a collector or arterial road as designated on the Future Land Use Map and be located such that associated traffic does not interfere with low density housing on local streets. Direct access may include a new street if no single-family housing is to be located on the new street.</i></p>	<p><i>The main access for the development will be Commercial Street which is designated as a Collector Road.</i></p>
<p>x. <i>The proposal must, as a minimum, meet the lot size, lot coverage, frontage, parking and yard requirements of the Multiple Family Residential Zone.</i></p>	<p><i>The Development Agreement requires the developer to meet these requirements within the Multiple Family Residential (R3) Zone or a comparable medium density residential zone in any successor document.</i></p>

12. *It shall be the policy of Council that the agreement referred to in Policy 10 shall be accompanied by a site plan showing the proposed site characteristics including landscaping, buffering and location of buildings, and that the development of land will be in accordance with the site plan. The development agreement shall be binding until the agreement, or part thereof, is discharged by the Municipality. The conditions of the agreement may regulate any of the following and other conditions Council may deem necessary:*

<p><b>Policy Statement</b></p>	<p><b>A. Review</b> (section references refer to the contents of the draft development agreement)</p>
<p>i. <i>Landscaping including natural or artificial buffering to reduce potential conflict.</i></p>	<p><i>Buffering is required in Section 2.8</i></p>
<p>ii. <i>Architectural compatibility with existing and neighbouring structures in terms of</i></p>	<p><i>Compatible architectural design is required in Section 2.4</i></p>

<i>design, scale and building materials.</i>	
<i>iii. Access, traffic circulation and parking.</i>	<i>Vehicle access and egress is addressed in Section 2.13 Parking is addressed in Section 2.12</i>
<i>iv. Minimum and maximum size of lots.</i>	<i>Minimum lot size outlined in Section 2.3</i>
<i>v. Location, height, number of stories, area and bulk of buildings and other structures.</i>	<i>The location of the buildings is controlled through the use of Building Envelopes on the site plan; maximum height requirements are outlined in Section 2.3</i>
<i>vi. Percentage of land that may be built upon, and the size of yards, courts and other open spaces.</i>	<i>Yards and percentage of land that may be built upon are outlined in Section 2.3 and are consistent with the R3 zone standards.</i>
<i>vii. The provision of services and utilities.</i>	<i>Site services are addressed in Section 2.15</i>
<i>viii. Time limits for the initiation and completion of construction.</i>	<i>These time limitations are contained in Section 4.3</i>
<i>ix. Any other similar matters which Council feels necessary to ensure the general compatibility of the use and structure with adjacent residential uses.</i>	<i>In order to ensure the compatibility of the development with the surrounding residential neighbourhood the following additional items are addressed in the DA: Appearance of the Property- Section 2.9 Lighting- Section 2.10 Outdoor storage- Section 2.11 Erosion and sediment control and Drainage- Section 2.14</i>

## APPENDIX D – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**3302210 NOVA SCOTIA LIMITED**, of Halifax, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55209647; and

WHEREAS the Property Owner wishes to use the Property for multi-unit residential development; and

WHEREAS the Property is situated within an area designated Residential and Business Expansion on the Future Land Use Map of the New Minas Sector Plan, and zoned Residential One and Two Unit (R2) and Commercial Gateway (CG) on the Zoning Map of the New Minas Land Use Bylaw; and

WHEREAS policy 2.3.10 of the New Minas Sector Plan and section 3.1.33 b. of the New Minas Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **date**, 2017, approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

### PART 1 AGREEMENT CONTEXT

#### 1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B     Site Plan  
Schedule C     Concept Elevation

## **1.2 Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw**

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (b) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on October 26, 1995, as amended, or successor by-laws.

## **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the New Minas Land Use Bylaw. Words not defined in the New Minas Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Driveway* means the vehicular access (ingress and egress) from the property to a public road as well as on-site access to parking areas.
- (c) *Pedestrian Walkway* means a pathway, which may include stairs, ramps or passageways, made of a hard, stable surface and which is kept clear of debris, snow and ice to facilitate the movement of pedestrians.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The use of the Property shall be limited to:

- (a) A residential dwelling containing no more than 39 residential units, and accessory uses, located wholly within the Building Envelope as identified on the Schedule B, Site Plan.
- (b) Accessory structures to the main residential use.

Except as otherwise provided in this Agreement, the provisions of the New Minas Land Use Bylaw, or any successor document, apply to any development undertaken pursuant to this Agreement.

### **2.2 Site Plan**

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

## **2.3 Development Standards**

- (a) The Property Owner shall develop the Property in conformance with the minimum lot size, lot coverage, height, frontage, parking and yard requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.
- (b) Notwithstanding section 2.1 (a), balconies, patios, and supports for the main structure on the north and south sides of the residential dwelling are permitted to encroach up to eight (8) feet into the side and rear yard, respectively. For clarity, this permitted encroachment may extend beyond the limits of the Building Envelope identified on Schedule B, Site Plan.
- (c) Balconies, patios and supports for the main structure located on the east side of the residential dwelling are permitted to extend beyond the limits of the Building Envelope identified on Schedule B, Site Plan, provided the minimum required side yard is maintained.
- (d) In addition to section 2.3. b) above, the Development Officer may grant a variance to the minimum rear yard for the main structure using the variance provisions of the MGA, provided that the main structure is located no less than 20 feet from the rear lot line. Where a variance has been granted the main building may extend beyond the Building Envelope as shown on Schedule B, Site Plan.

## **2.4 Architecture**

The residential building shall appear generally as shown on Schedule C, Concept Elevation.

## **2.5 Subdivision**

- (a) No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.
- (b) Notwithstanding section 2.5 (a) above, all or a portion of the area identified as "Future Development Area" on the site plan may be subdivided from the Property, provided all provisions within section 2.3 of this Agreement and all provisions within the Municipal Subdivision By-law are met. Once a plan of subdivision has been approved as per this section, the Municipality and the Property Owner agree that this Agreement shall be discharged from the portion of the Property that has been subdivided off.

## **2.6 Amenity Area**

- (a) A designated common amenity area suitable for open space/leisure activities for the residential use, measuring no less than 3,000 square feet in area, shall be provided as identified on Schedule B, Site Plan and may consist of garden plots for use by the residents of the Property.

- (b) Each dwelling unit on the Property shall be provided with a private patio, balcony, or deck measuring no less than 100 square feet in area or, in the event a unit cannot be provided with a private patio, balcony or deck, the designated common amenity area is to be increased by 200 square feet for each unit not provided with private outdoor amenity space where the additional designated common amenity areas will be designed to facilitate common patio, balcony or deck activities and shall include a seating area.
- (c) The total combined area of all private patios, balconies, decks and designated common amenity areas, described in section 2.6 a) and b) above, shall measure no less than 10% of the total lot area.
- (d) All undeveloped areas of the Property not used for buildings, driveways or parking shall either be maintained in a natural forested state, landscaped or hardscaped.

## **2.7 Active Transportation**

The Property owner shall provide a pedestrian walkway measuring a minimum of three (3) feet in width that connects the main residential structure to the front lot line of the Property.

## **2.8 Buffering**

New vegetation shall be planted along the portion of the western property line in the area indicated as "Buffer Area" on Schedule B, Site Plan, so as to maintain the privacy of the adjacent single family dwelling. In addition, existing vegetation shall be maintained in the areas identified as "Existing Vegetation Retained" on Schedule B, Site Plan.

## **2.9 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and in a useable state and maintain the Property in a neat and presentable condition.

## **2.10 Lighting**

The Property Owner shall ensure that any lights used for illumination of the Property or signs shall be arranged so as to divert light away from streets and neighbouring properties.

## **2.11 Outdoor Storage**

Outdoor storage on the Property is not permitted and the Property Owner shall ensure that any storage of waste or yard equipment shall be entirely within an accessory building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

## **2.12 Parking**

The Property Owner shall provide on-site parking in conformance with the requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.

## **2.13 Access and Egress**

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement.
- (b) The property owner is responsible for supplying engineered access designs if required by Nova Scotia Transportation and Infrastructure Renewal, or any successor body.

## **2.14 Erosion and Sedimentation Control and Drainage**

- (a) The Development Officer shall not grant development permits for a residential dwelling until the Property Owner has supplied a drainage plan, including peak runoff flow calculations, meeting the Municipality's specifications and approved by the Municipal Engineer.
- (b) During any site preparation or building construction all exposed soil shall be stabilized immediately according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.
- (c) Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

## **2.15 Servicing**

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and at these services will be provided at the Property Owner's expense.

## **PART 3 CHANGES AND DISCHARGE**

- 3.1 The Property Owner shall not vary or change the use of the Property, from that provided for in Section 2.1 of this Agreement, unless a new Agreement is entered into with the Municipality or this Agreement is amended.
- 3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

- 3.3 The following matters are substantive matters:
- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
  - (b) development generally not in accordance with Schedule B, Site Plan, except as provided for in section 2.3 of this Agreement.
- 3.4 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.
- 3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property for a use enabled by this Agreement until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

### **4.3 Completion and Expiry Date**

- (a) The Property Owner shall sign this Agreement within 180 calendar days of the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.
- (b) The Property Owner shall develop the main residential use within seven (7) years of this Agreement being recorded at the Registry of Deeds.
- (c) The Property Owner shall be in complete compliance with the Buffering, Amenity Area, Active Transportation and Parking provisions of this Agreement within one year of receiving an Occupancy Permit for a multi-unit residential dwelling.

## **PART 5 COMPLIANCE**

### **5.1 Compliance With Other Bylaws and Regulations**



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

## **5.2 Municipal Responsibility**

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

## **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority, to enter this Development Agreement.

## **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office.

## **5.5 Full Agreement**

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

## **5.6 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.

## **5.7 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

**5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Scott Conrod, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**3302210 NOVA SCOTIA LIMITED**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Noel Taiani, President

Schedule A – Property Description

ALL AND SINGULAR the land and premises situate, lying and being on the south side of Trunk Highway #1, said Highway running between Kentville and Wolfville, both places in the County of Kings, more particularly bounded and described as follows:

COMMENCING at a point where the north-west corner of lands of Walter A. Davidson intersects the Eastern boundary of lands of Hazel C. Millett on the Southern boundary of said Trunk Highway #1;

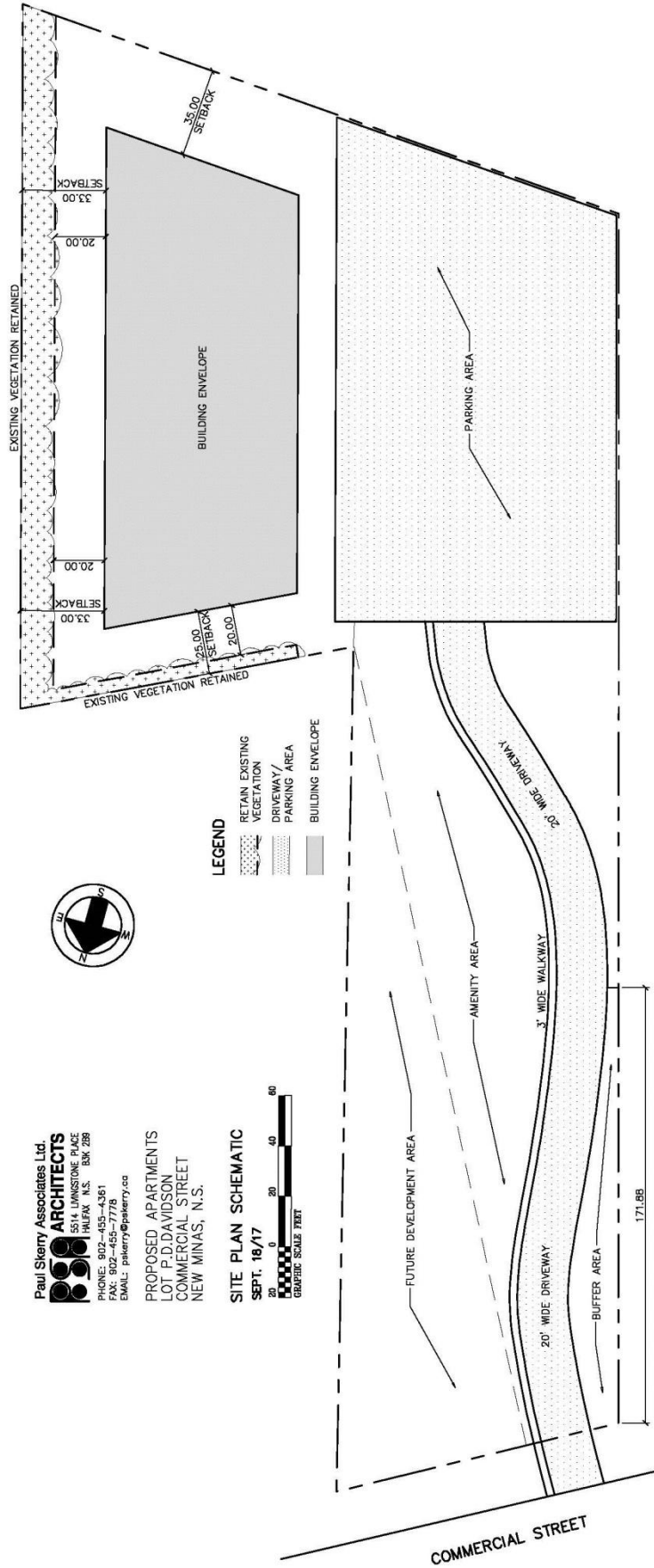
THENCE S 8° 30' W for a distance of 480' more or less or to the South-west corner of lands of Walter A. Davidson;

THENCE Northerly for a distance of 480' more or less or to the southern boundary of said Trunk Highway #1;

THENCE Easterly along the various courses of the Southern boundary of said Trunk Highway #1 for a distance of 10' or to the place of BEGINNING.

BEING AND INTENDED TO BE those same lands as conveyed by a Warranty Deed to Walter A. Davidson from Hazel C. Millett dated the 31st day of March, 1961 and recorded in the Kings County Registry of Deeds on June 2, 1961 in Book 204 at Page 653.

# Schedule B – Site Plan



**Paul Skerry Associates Ltd.**  
**ARCHITECTS**  
 5514 LIMNSTONE PLACE  
 TRUROX N.S. B3K 2B8  
 PHONE: 902-537-4361  
 FAX: 902-537-4361  
 EMAIL: paskerry@paskerry.ca

PROPOSED APARTMENTS  
 LOT P.D.DAVIDSON  
 COMMERCIAL STREET  
 NEW MINAS, N.S.

**SITE PLAN SCHEMATIC**  
**SEPT. 16/17**  
 0 20 40 60  
 GRAPHIC SCALE FEET



**LEGEND**  
 RETAIN EXISTING VEGETATION  
 DRIVEWAY/  
 PARKING AREA  
 BUILDING ENVELOPE

COMMERCIAL STREET

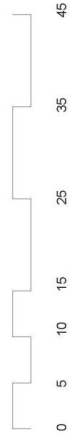
171.88

# Schedule C – Concept Elevation



FRONT ELEVATION

SCALE FEET





Municipality of the County of Kings

**Report to the Planning Advisory Committee**

Application for a development agreement to permit 3 residential units at 2809 Lovett Road, Coldbrook.

(File #17-14)

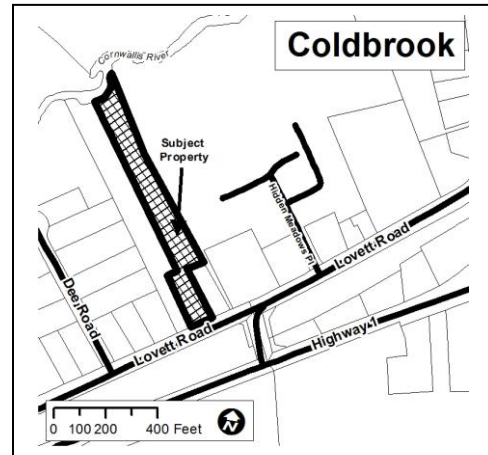
April 10, 2018

Prepared by: Planning and Development Services

<b>Applicant</b>	Robert E. Alders
<b>Land Owner</b>	Robert E. Alders
<b>Proposal</b>	Permit the already in place 3 unit residential building
<b>Location</b>	2809 Lovett Road, Coldbrook (PID 55159925)
<b>Lot Area</b>	89,925 sq ft OR 2 acres
<b>Designation</b>	Residential (R) and Natural Environment (E)
<b>Zone</b>	Residential One and Two Unit (R2) and Environmental Open Space (O1)
<b>Surrounding Uses</b>	Variety of residential uses, two community facilities and some commercial/industrial uses nearby
<b>Neighbour Notification</b>	Staff sent notification letters to the 24 owners of property within 500 feet of the subject property

**1. PROPOSAL**

Robert E. Alders has applied for a Development Agreement to permit the existing 3 unit residential building at 2809 Lovett Road, in Coldbrook. The applicant's property is primarily in the Residential One and Two Unit (R2) Zone and is therefore permitted to have a maximum of 2 residential units within a dwelling. The applicant requires a Development Agreement in order to legalize the 3 units. The Municipality will often consider a rezoning in these situations, but in 2008 Council adopted policies that state no further properties will be rezoned to the R3 or R4 zones within the Growth Centre of Coldbrook. This requires that all proposals for multi-unit residential development be subject to a Development Agreement process.



**2. OPTIONS**

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the Development Agreement, as drafted;
- B. Recommend that Council refuse the Development Agreement; or
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the draft Development Agreement.

### **3. BACKGROUND**

The applicant has owned the building at 2809 Lovett Road for over 15 years, and currently uses it as a rental property. The applicant purchased the property with the dwelling already divided into 3 separate residential units. The Municipality became aware of the additional units during a discussion with the applicant who was attempting to separate the Nova Scotia Power connection, which requires a Municipal confirmation letter. At the time of this request, the applicant and Municipality recognized that the dwelling did not follow the permit process to be a 3 unit dwelling and was therefore not compliant with the underlying R2 Zone. Staff recommended a planning application to legalize this long standing, already in place use. This planning process was not driven by a complaint from the neighbourhood.

### **4. INFORMATION**

#### **4.1 Site Information**

The Subject Property is a long parcel of land that fronts on Lovett Road and stretches to the edge of the Cornwallis River. The property is therefore split zoned between the Residential One and Two Unit (R2) Zone and the Environmental Open Space (O1) Zone along the river's floodplain area. The property is approximately 2 acres in size, most of which is forested except on the banks of the river which is open space.

#### **4.2 Public Information Meeting**

The Municipality hosted a Public Information Meeting (PIM) which is required for development agreement applications. Staff placed an ad in the newspaper and sent notification letters to 24 property owners in the area to invite them to the PIM in an effort to get an early response from the surrounding community.

Staff held the PIM on Thursday February 1<sup>st</sup> at the Coldbrook Heritage Hall and had a small turn out. The notes from this meeting are attached as Appendix F. The applicant and family members were in attendance, along with 1 member of the public. This citizen asked whether the development agreement process would implicate other nearby properties for more intensive development. Staff confirmed that this process is site specific and would only apply to the applicant's property. No other concerns or comments were received from the public.

#### **4.3 Request for Comments**

Staff contacted internal and external departments for comments on the proposal to legalize the existing 3 unit building on the property.

- Municipal Engineering and Public Works (EPW) Staff have confirmed the property is serviced by a central sewer system, but since no central water system exists in Coldbrook, this property has a private well on site. At the time of permitting, EPW will request a new sewer permit in order to update to the appropriate billing.

- Development Control Staff have confirmed that the existing building does satisfy all setback requirements under the Residential One and Two Unit (R2) Zone. The number of residential units (3) exceeds the permitted uses in the zone, but new permits could be issued under the proposed development agreement that would allow for 3 units.
- NS Transportation Staff have indicated no concerns with the surrounding road network or the location and size of the current driveway entrance. The road authority saw no concerns with permitting a 3-unit building in this location, while utilizing the existing driveway access.

## 5. POLICY REVIEW

### 5.1 Enabling Policy

The Municipal Planning Strategy (MPS) outlines a set of criteria for planning applications that are intended to permit multi-unit residential buildings in Coldbrook. These policies are specific to the Growth Centre of Coldbrook, and were added to the MPS in 2008 when Council felt it necessary to add a greater level of control over the location, design and scale of multi-unit developments in this community.

*MPS 2.4.9.1 It shall be the policy of Council to require that all new multiple unit residential developments within the Residential Districts of the Coldbrook Growth Centre to be considered by Development Agreement, subject to the policies of this Strategy and the provisions of the Municipal Government Act. This policy shall not apply to properties that are currently zoned Residential Mixed Density (R3) or Residential Medium Density (R4). No further properties will, however, be rezoned to the R3 or R4 Zones.*

The applicant has requested a development agreement to permit the continued use of the 3 unit dwelling on the Subject Property. The criteria for this type of development agreement are reviewed in detail in Appendix D which generally looks at the scale, and intensity of the use and tries to integrate a multi-unit building with the surrounding uses, which may often be lower density. However since the subject property has only 3 units and the surrounding area is a mix of 1 and 2 unit dwellings, the difference between these building forms is small. By virtue of starting as an old house that was converted into 3 units, the scale and mass of the building is in keeping with the size and scale of the surrounding uses. Therefore, the proposed development agreement generally satisfies the specific Development Agreement criteria (Appendix D) as well as the general development agreement criteria (Appendix E).

The agreement also satisfies many of the goals and objectives in the Urban Residential section of the MPS (MPS section 2.4) by offering a variety of accommodations, utilizing infill opportunities, making efficient use of sewer services and other public infrastructure, increasing rental accommodations, and providing higher densities in areas that are close to commercial and community services.



## 6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement permits the 3 already in place units (DA 2.1) but does not allow for any further residential units to be added. The agreement continues to permit the expansion of the dwelling in the future, but this is limited to building up, or outwards to expand the footprint of the dwelling in the rear yard or eastern side yard, where the dwelling can still meet the side yard setback requirements (DA 2.4). The agreement also controls parking (DA 2.5) and amenity space (DA 2.6) which are both aimed at maintaining the current configuration, and specifying that at least 5 parking spaces shall be provided if used as a 3 unit dwelling. The agreement aims to maintain the forested and grassy areas to the north of the property, on the bank of the Cornwallis River as amenity space for the residents of the 3 unit dwelling.

## 7. CONCLUSION

It is Staff's opinion that the draft development agreement meets the policy directives of the Municipal Planning Strategy and accommodates the current use, while adopting some reasonable controls aimed at maintaining adequate parking and amenity space for the occupants of the 3 units. The long standing presence of these residential units without any negative impacts on the surrounding community suggests that very few controls are necessary to legally permit the dwelling.

## 8. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation by passing the following motion.

**The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing to enter into a development agreement to permit a 3 unit residential building at 2809 Lovett Road, Coldbrook (55159925), which is substantively the same (save for minor differences in form) as the draft set out in Appendix G of the report dated April 10, 2018.**

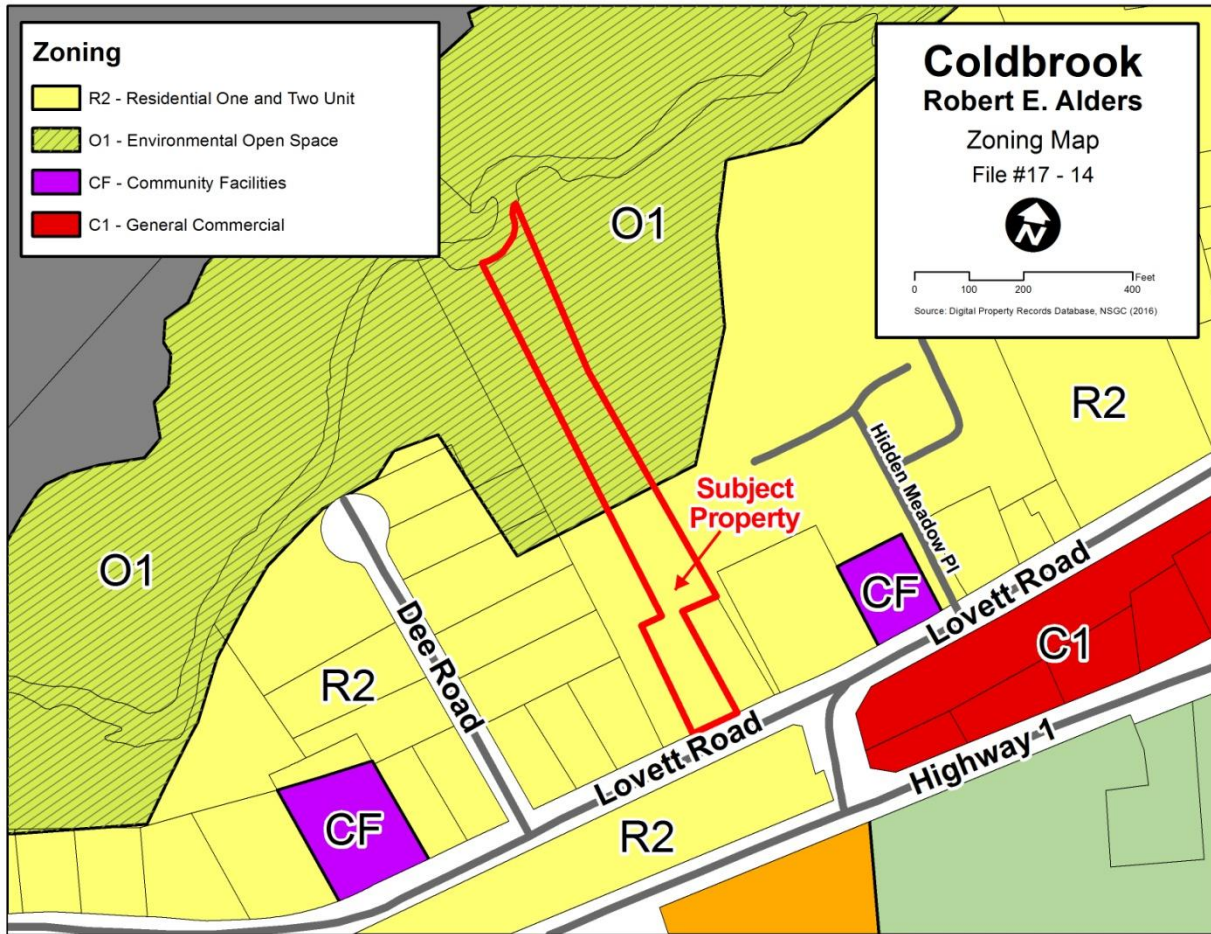
## 9. APPENDIXES

- Appendix A – Air Photo Map
- Appendix B – Zoning Map
- Appendix C – Site Plan
- Appendix D – Specific DA criteria
- Appendix E – General DA criteria
- Appendix F – Public Information Meeting Notes
- Appendix G – Draft Development Agreement

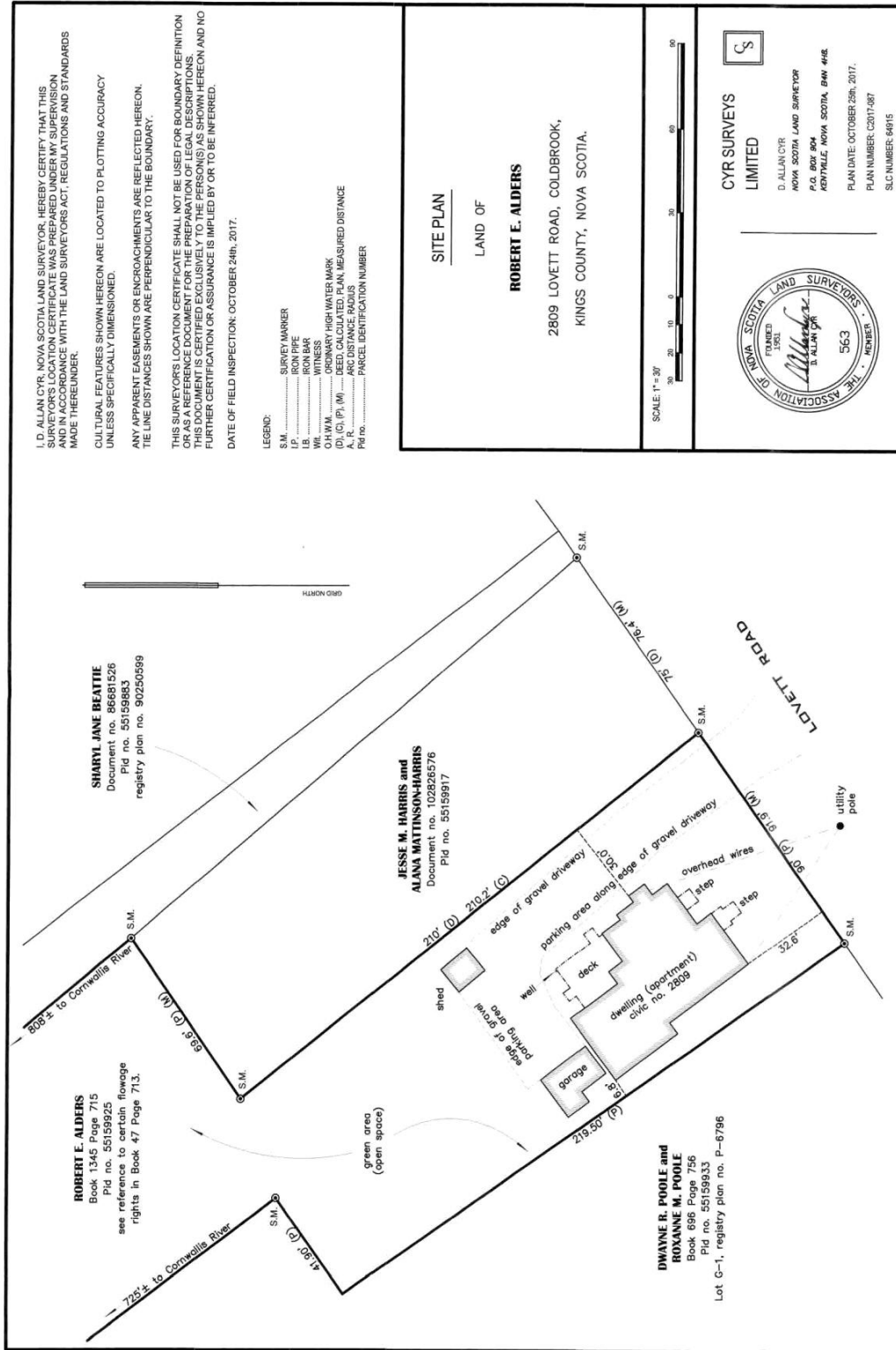
Appendix A – Air Photo Map



# Appendix B – Zoning Map



# Appendix C – Site Plan



## Appendix D

### Specific DA criteria - MPS 2.4.9 Urban Multiple Unit Residential Policies Within the Coldbrook Growth Centre

<i>MPS 2.4.9.2 In considering development agreements for multiple unit residential development in the Coldbrook Growth Centre, Council shall have regard to the following:</i>	
<i>a. that a site plan, prepared by a qualified person, is provided which shows all proposed buildings; amenity, open space and landscaped areas; parking areas and road accesses and any other information required by the development agreement</i>	Site Plan provided. Attached as Appendix C.
<i>b. that the site plan shall be encouraged to have regard to the following:</i>	
<i>i. that the percentage of lot coverage is consistent with that of the surrounding area;</i>	Lot coverage is similar to surrounding developed properties.
<i>ii. that the location and amount of landscaped and open space areas, particularly those most visible by the public, is reasonably consistent with existing dwellings within the surrounding area;</i>	The open space configuration is consistent with the surrounding homes. Most of these have development in the front near the road, and large wooded/open spaces remaining in the back, near the Cornwallis River.
<i>iii. that a suitably located and landscaped amenity area or areas consisting of at least 10% of the size of the property be provided to the residents;</i>	The majority of the lot, in excess of 10% is offered as amenity space for the residents.
<i>c. that the development is designed to enhance or take advantage of natural site characteristics rather than significantly alter or destroy them;</i>	The open space configuration takes advantage of the natural site characteristics by having the development in the front near the road and a large wooded/open space remaining in the back, near the Cornwallis River.
<i>d. that the following locational criteria are met:</i>	
<i>i. new multiple unit residential dwellings in excess of eight (8) units shall have frontage or direct access to at least a residential collector street;</i>	Not applicable – only 3 units.
<i>ii. all new multiple unit residential dwellings must be connected to a central municipal/village sewerage system; and</i>	The existing dwelling is connected to central sewer servicing. Permit will be required to update billing info at time of building permit.

<p><i>iii. new multiple unit residential developments in excess of sixteen (16) units must be connected to central municipal/village water and sewer services.</i></p>	<p>Not applicable. The proposed agreement is for less than 16 units.</p>
<p><i>MPS 2.4.9.3 In addition to the requirements set out in 2.4.9.2, in considering development agreements for a multiple unit residential dwelling or dwellings in the Coldbrook Growth Centre, Council shall have regard to the following:</i></p>	
<p><i>a. that architectural plans, prepared by a qualified person, are provided showing the exterior design of all proposed multiple unit residential dwellings</i></p>	<p>Not applicable. The building is already built and has contributed to the architectural character of this area for decades.</p>
<p><i>b. that the architectural design and site plans of a new multiple unit residential dwelling or dwelling shall be encouraged to have regard to the following:</i></p>	
<p><i>i. that the height and mass of all multiple unit residential dwellings are reasonably consistent with existing dwellings within the surrounding area. In this regard, the maximum height for any multiple unit residential dwelling shall be four (4) stories and the maximum number of units permitted in any multiple unit residential dwelling shall be sixteen (16);</i></p>	<p>The existing building satisfies this criterion by being under 4 storeys with fewer than 16 units. The building's mass is also consistent with the buildings in the surrounding area.</p>
<p><i>ii. that the design of the multiple unit residential dwelling related to roof pitch, wall to window ratios, building articulation, exterior cladding as well as building orientation and setback are common to existing dwellings within the surrounding area;</i></p>	<p>The building is already built and has contributed to the architectural character of this area for decades. It is consistent with, and may have influenced the common development forms in the surrounding area.</p>
<p><i>iii. that the multiple unit residential dwelling or dwellings are oriented toward the street and have pedestrian approaches that are well articulated and clearly defined;</i></p>	<p>The existing building is well oriented towards the street, and has sufficient pedestrian approaches.</p>
<p><i>iv. that parking areas shall be located to the side or rear of the building in clearly designated and defined parking areas. The use of asphalt for parking areas is encouraged. Adequate parking must be provided, generally consistent with the Land Use Bylaw regulations for the R4 Zone;</i></p>	<p>Parking is provided in the side/rear of the dwelling. A requirement for an adequate number of parking spaces found in Section 2.5 of the draft DA.</p>
<p><i>v. that the front entrance to the multiple unit residential dwelling is clearly articulated, well lit,</i></p>	<p>The building is a converted dwelling, which still maintains a clearly visible front entrance.</p>

<p><i>and easily visible from the street; and</i></p>	
<p><i>vi. that accessory structures such as sheds or garages, are located in the rear of the multiple unit residential dwelling.</i></p>	<p>The property does contain a shed and garage, both of which are in the rear yard. Provisions in the DA to control location of new sheds and garages</p>
<p><i>MPS 2.4.9.4 It shall be the policy of Council to require a traffic impact analysis for all multiple unit residential development proposals in excess of ten (10) units.</i></p>	<p>Not applicable. The proposed agreement is less than 10 units.</p>
<p><i>MPS 2.4.9.5 It shall be the policy of Council to require a groundwater assessment for all multiple unit residential development proposals that are not located on a municipal/village central water system.</i></p>	<p>It is the opinion of Staff that this application does not warrant a ground water assessment due to the small number of units and a history of stable and adequate water supply, during the 15+ years of occupancy as a 3 unit dwelling.</p>

## Appendix E – MPS policy 6.3.3 General Criteria for Entering into a Development Agreement

6.3.3.1 In considering amendments to the Land Use Bylaw, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

MPS Policy	Proposal
a) that the proposal is in keeping with the intent of the MPS	The proposal is consistent with the MPS.
b) that the proposal is not premature or inappropriate by reason of: i. financial capability of the municipality	No municipal investment is required.
ii. adequacy of the site to accommodate on site services: water and sewer	Staff have received confirmation that central sewer is available in this location. The onsite well has been adequate to date.
iii. potential for pollution problem	No pollution problems are anticipated.
iv. adequacy of storm drainage	Current drainage system has been adequate to date.
v. adequacy of road network	No issues.
vi. adequacy and proximity to community facilities	The subject site is very close to the Coldbrook Heritage Community Hall, as well as another community facility to the west.
vii. Adequacy of municipal fire protection services and equipment	Fire protection services appear adequate.
viii. creating a scattered development pattern	The proposal will not create a scattered development pattern.
ix. the suitability of the site in terms of the landscape and environmental features	The developed portion of the site is suitable. The rest of the property that is not suitable for development is protected by the underlying O1 zoning.
x. traffic generation, access and egress, and parking	There are no concerns regarding traffic generation, access or egress. All parking is accommodated on the site.
xi. compatibility with adjacent uses	The proposal is compatible with nearby homes of various densities.
<i>...controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
i. the type of use	Uses are controlled in Section 2.1 of the draft DA.
ii. the location of positioning of outlets for air, water and noise within the context of the Land Use Bylaw	No issues.
iii. the height, bulk and lot coverage of any proposed buildings or structures	Height is regulated in the underlying R2 Zone requirements; the dimensions of the building are regulated in Section 2.4 of the draft DA.



<i>iv. traffic generation</i>	No issues.
<i>v. access to and egress from the site and the distance of these from street intersections</i>	No issues.
<i>vi. availability, accessibility of on-site parking</i>	Adequate on-site parking is required in Section 2.5 of the draft DA.
<i>vii. outdoor storage and/or displays</i>	n/a
<i>viii. signs and lighting</i>	No anticipated problems with lighting
<i>ix. hours of operation</i>	n/a
<i>x. maintenance of the development</i>	Maintenance is required in Section 2.2 of the draft DA
<i>xi. buffering, landscaping, screening and access control</i>	No changes required. The current arrangement includes mature plantings and vegetation.
<i>xii. the suitability of the site in terms of the landscape and environmental features</i>	Well vegetated and mature plantings help maintain the landscape and protect the nearby river features
<i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i>	Section 3 of the draft DA provides for the discharge of the agreement.
<i>xiv. appropriate phasing and stage by stage control</i>	n/a

**Appendix F**  
**Public Information Meeting Notes**  
**MUNICIPALITY OF THE COUNTY OF KINGS**  
**PLANNING AND DEVELOPMENT SERVICES**  
**PUBLIC INFORMATION MEETING NOTES**  
**Planning Application for Lands Located at 2809 Lovett Road, Coldbrook**  
**(File 17-14)**

***Meeting, Date and Time*** A Public Information Meeting was held on Thursday February 1 at 7:00 p.m. at the Coldbrook Heritage Hall at 2833 Lovett Road, Coldbrook, NS.

***Attending*** In Attendance:

***Planning Staff*** Mark Fredericks – GIS Planner

***Applicant*** Robert Alders and Wife and son

***Public*** 1 Member

***Welcome and Introductions*** Mark Fredericks called the meeting to order, introductions were made and the members of the public were welcomed to the meeting.

***Presentation*** Mark Fredericks provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Robert Alders to permit the existing 3 unit building at 2809 Lovett Road.

Mr. Fredericks stated that the Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal. No evaluation has been completed and no decisions have been made at this point.

Following the presentation, the floor was opened for comments from the public.

***Comments from the Public*** Gerard Burk – neighborhood resident

- Has no issues with the current 3 unit building
- Wondering if this process would open the doors for other multi unit development in the area.

Mark Fredericks responded that the subject property is the focus of this development agreement. The ability to have 3 units will be site specific and not provide opportunities for nearby properties without the same public and political process as this planning application is going through.

***Adjournment*** There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:15 p.m.

---

Cindy L. Benedict  
Recorder

**Appendix G**  
**Draft Development Agreement**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**Robert E Alders**, of Coldbrook, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as 2809 Lovett Road, Colbrook and Property Identification (PID) Number 55159925; and

WHEREAS the Property Owner wishes to use the Property for a 3 unit residential dwelling

WHEREAS the Property is situated within an area designated Residential and Natural Environment on the Future Land Use Map of the Municipal Planning Strategy, and split zoned Residential One and Two Unit (R2) and Environmental Open Space (O1) ; and

WHEREAS 2.4.9 of the Municipal Planning Strategy and 5.1.8 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (add date of motion), approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A      Property Description

Schedule B      Site Plan

### **1.2 Municipal Planning Strategy and Land Use Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor Bylaws.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

That the Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time-to-time);
- (b) One Dwelling containing a maximum of 3 Residential Units in accordance with the terms of this Agreement.

Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this Agreement.

### **2.2 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state.

## **2.3 Subdivision**

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision Bylaw, as may be amended from time-to-time, subject to the underlying zone.

## **2.4 Additions**

(a) Additions that extend the footprint of the dwelling shall be limited to the rear yard or eastern side yard only, subject to the underlying zone standards.

(b) Accessory structures are limited to the rear or side yard, and are subject to the underlying zone standards

## **2.5 Parking**

A minimum of 1.5 parking spaces per unit shall be maintained in the area shown as 'parking area' on Schedule B - Site Plan.

## **2.6 Amenity Space**

If used as a 3 unit dwelling, the 'green area' shown on the Schedule B - Site Plan shall be maintained for the benefit of the residents in the multi unit dwelling. This amenity space shall not be required for a 1 or 2 unit dwelling.

## **2.7 Servicing**

The Property Owner shall be responsible for providing adequate water and sewer services to the standards of the authority having jurisdiction and at the Property Owner's expense.

## **PART 3 CHANGES AND DISCHARGE**

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

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters

(a) The Uses specified in section 2.1

**3.4** Upon conveyance of land by the Property Owner to either:

(a) the road authority for the purpose of creating or expanding a public street over the Property; or

(b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

- 3.5** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

#### **PART 4 IMPLEMENTATION**

##### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

##### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of a development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

##### **4.3 Completion and Expiry Date**

- (a) The Property Owner shall sign this Agreement within 90 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

#### **PART 5 COMPLIANCE**

##### **5.1 Compliance With Other Bylaws and Regulations**

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

##### **5.2 Municipal Responsibility**

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

##### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.5 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

#### **5.6 Full Agreement**

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

#### **5.7 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.

#### **5.8 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

#### **5.9 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY  
OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Scott Conrod, Municipal Clerk

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert E. Alders



## Appendix A – Property Description

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**ALL** that certain lot, piece or parcel of land, situate, lying and being at Coldbrook, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

**BEGINNING** at a point on the North bound of Lovett Road where the same is intersected by the Eastern bound of lands now or formerly of Raymond Dominey;

**THENCE** North Eighteen Degrees Zero Zero Minutes West (N 18° 00' W) a distance of TWO HUNDRED FEET (200) to an iron pipe set;

**THENCE** North Twenty Degrees Zero Zero Minutes West (N 20° 00' W) a distance of SEVEN HUNDRED FIFTEEN AND ONE-TENTHS FEET (715.1) to an iron pipe set;

**THENCE** in a prolongation of the last mentioned bound a distance of EIGHTY-TWO AND THREE-TENTHS FEET (82.3) to the Southerly bank of the Cornwallis River;

**THENCE** in a Northeasterly direction along the Southerly bank of the Cornwallis River to an iron pipe set;

**THENCE** in a Southeasterly direction a distance of ONE HUNDRED EIGHT AND SEVEN-TENTHS FEET (108.7) to an iron pipe set;

**THENCE** South Thirteen Degrees Ten Minutes East (S 13° 10' E) a distance of TWO HUNDRED TWENTY-FOUR AND NINE-TENTHS FEET (224.9) to an iron pipe set;

**THENCE** south Nineteen Degrees Zero Zero Minutes East (S 19° 00' E) a distance of FOUR HUNDRED SEVENTY-FOUR AND FOUR-TENTHS FEET (474.4) to an iron pipe set in the North bound of lands now or formerly of Joseph Dominey;

**THENCE** South Seventy-three Degrees Fifty Minutes West (S 73° 50' W) a distance of SIXTY-NINE AND SIX-TENTHS FEET (69.6) to an iron pipe;

**THENCE** South Eighteen Degrees Ten Minutes East (S 18° 10' E) a distance of TWO HUNDRED TEN FEET (210) to an iron pipe set at the North bound of Lovett Road;

**THENCE** South Seventy-three Degrees Fifty Minutes West (S 73° 50' W) along the North bound of the said road a distance of ONE HUNDRED FIFTY FEET (150) to the place of **BEGINNING**.

**BEING AND INTENDED TO BE LOT "G"** as shown on a Plan of lands of Raymond Dominey as prepared by H.B. Smith, N.S.L.S., under date May 12, 1972.

**EXCEPTING THEROUT AND THEREFROM** all of those lands comprising 2.1 acres and shown on a Plan of Survey prepared by Shaun R. Stoddart, N.S.L.S., No. 534, dated April 27, 1987, and bearing Municipal Registration #87065.

**AND BEING AND INTENDED TO BE** that lot of land conveyed to The Mortgage Insurance Company of Canada to Weldon Robert Taul and James Gordon Hewey by Deed dated September 1, 1992 and recorded on September 11, 1992, in the Kings County Registry of Deeds in Book 914 at Page 760.

**ALSO BEING AND INTENDED TO BE** the same lands as conveyed by Sheriff's Deed to Scotia Mortgage Corporation recorded on July 26, 2001 in the Kings County Registry of Deeds in Book 1276 at Page 678 as Document #4337.

**SUBJECT, HOWEVER,** to the Agreement concerning flowage rights, as contained in the Indenture recorded in the Kings County Registry of Deeds in Book 47 at Page 713.

# Appendix B – Site Plan

