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PLANNING ADVISORY COMMITTEE

Tuesday, February 13th, 2024

Minutes

Meeting, Date and Time	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, February 13 th , 2024, in Council Chambers at 181 Coldbrook Village Park Drive.
Attending	In Attendance:
PAC Members	Councillor Martha Armstrong – District 4 Councillor June Granger – District 1 Councillor Dick Killam – District 3 Councillor Kevin Davison – District 8 Councillor Peter Allen – District 9 Kate Friars – Citizen Member Logan Morse – Citizen Member
Municipal Staff	Trish Javorek – Director of Planning and Inspections Laura Mosher – Manager of Planning and Development Alice Jacob – Planner Katie Ollmann – Planner Peri Bowman - Planner Haley Hutt – Recording Secretary
Public	1
1. Meeting to Order	Councillor Armstrong, Chair, called the meeting to order at 1:00 p.m.
2. Roll Call	Roll call was taken.
3. Amendments to the Agenda	There were no amendments to the agenda.
4. Approval of the Agenda	On motion of Ms. Friars and Mr. Morse, that the agenda for the February 13th, 2024 meeting of Planning Advisory Committee be approved as circulated. The question was called on the motion. Motion carried.
5. Disclosure of Conflict-of-Interest	None
6. Approval of Minutes Nov 14th 2023	On motion of Councillor Allen and Councillor Granger, that the minutes of the Planning Advisory Committee meeting held December 12th 2023, be approved as circulated.

The question was called on the motion. **Motion carried.**

7. Business Arising from the Minutes

None.

8. Business

- a. Application to rezone properties located at 496/498 and 500/502 Mosher Street Kingston. (Alice Jacob File # 23-15)

Alice Jacob, Planner, presented an application submitted by Peckford Holdings to rezone the properties located at 496/498 and 500/502 Mosher Street, Kingston from the Residential One Unit (R1) Zone to the Residential Mixed Density (R3) Zone.

Questions of Clarification

Councillor Granger asked for clarity on responsibility for maintenance of the shared right-of-way. Staff clarified that it was not a Municipal jurisdiction but rather a civil issue and therefore a shared responsibility of those with the benefit (registered interest), to be responsible for any maintenance.

On the motion of Councillor Davison and Councillor Allen that The Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone the properties located at 496/498, 500/502 Mosher Street (PIDs: 55109698, 55109680), Kingston from the Residential One Unit (R1) Zone to the Residential Mixed Density (R3) Zone, as described in Appendix D of the report dated January 31, 2024.

The question was called on the motion. **Motion Carried.**

- Application to enter into a Development Agreement at 1441 Church St., Port Williams. (Katie Ollmann File #22-23)

Katie Ollmann, Planner, presented an application for a Development Agreement to permit a restaurant, event venue and increase commercial space as part of an existing winery at 1441 Church Street (PID 55037188), Port Williams.

Questions of Clarification:

Councillor Allen asked how the hours of operation were established. Staff clarified it is a negotiation between staff and the applicant and that all event venues in the Municipality have been provided the same hours of operation.

Citizen Member Mr. Morse asked if the parking being proposed meet the minimum requirement per the Land Use By-law or is there additional parking being requested by the applicant or staff. Staff clarified that the parking proposed is consistent with the minimum required by the Land Use By-law, and that the applicant stated there was no plan to operate both the restaurant and the event venue at the same time. The applicant is aware that all parking for the use must be within the property and that the Department of Public Works prohibits on street parking.

Councillor Armstrong asked for clarification on items found the site plan. Staff

provided these clarifications.

On a motion of Councillor Killam and Councillor Granger that The Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding a Development Agreement to permit a restaurant, event venue and expanded tasting area at 1441 Church Street (PID 55037188), Port Williams as described in Appendix C of the report dated February 8, 2024.

The question was called. **Motion Carried.**

Application for a substantive amendment to a Development Agreement registered on vacant land in the southeast quadrant of the intersection of J Jordan Rd. and Summer St., Canning (Laura Mosher File# 23-12)

Laura Mosher, Manager of Planning and Development, presented an application to amend the existing Development Agreement registered on three parcels of vacant land near Summer Street and J Jordan Road (PIDs 55354385, 55008627, 55384796), Canning. The proposal involves an amendment to the site plan that would enable the development of a portion of the approved residential units within multiple smaller multi-unit dwellings. No additional residential units are proposed.

Questions of Clarification:

Mr. Morse asked for clarification on parking, and what would be considered a substantive change. Staff clarified from the original application plan, to the plan ultimately attached to the draft amending Development Agreement, that the parking spaces had been moved towards the back of the building to allow for pedestrian usage and landscaping. The amending Development Agreement states that parking areas are not permitted between the buildings and the new public road.

Citizen Member Ms. Friars asked for clarification on what was phase one, and phase two. Staff clarified phasing relates to development forms, and that staff are not concerned on what phases are developed first due to the location of the site.

Councillor Armstrong asked for clarification on what an item was on the site map that she could not read. Staff indicated that it is currently labelled to be developed as a pickleball court but that was not required by the Agreement.

Councillor Armstrong asked how the Public Information Meeting was received. Staff said that about forty members of the public attended. Some members of the public raised concerns that studies were not redone, however staff clarified that reports were completed to the satisfaction of the Authority Having Jurisdiction during the initial application and this amendment does not affect any of those reports.

On the motion of Ms. Friars and Councillor Allen that The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing regarding amendments to an approved

development agreement registered on a vacant parcel in the southeast quadrant of J Jordan Road and Summer Street (PID 55354385, 55008627 and 55551758), Canning, which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated February 13, 2024.

The question was called. **Motion passed**

9. Other Business

There was no other business.

10. Date of Next Meeting

The next meeting will be held on Tuesday, March 12th, 2024, at 1:00 pm.

11. Public Comments

There were no comments from the public.

12. Adjournment

There being no further business, on motion of Councillor Davison and Ms. Friars, that the meeting adjourn.

The meeting adjourned at 2:04

Approved:
Planning Advisory Committee

Month/Day/Year

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

Application to enter into a Development Agreement to permit Tourist Commercial Uses at 100 Alton Road (PID 55480966), East Dalhousie

(File #23-07)

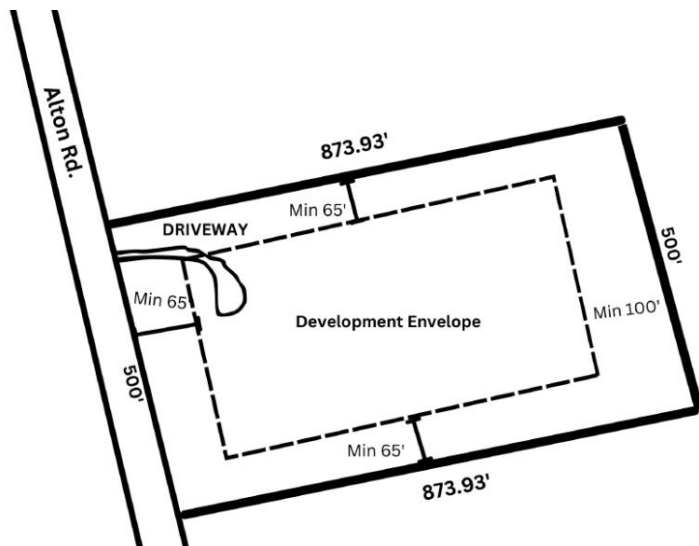
DATE: March 12, 2024

Prepared by: Planning Staff

Applicant	Vanessa Junkin and William McKeiver
Land Owner	Vanessa Junkin and William McKeiver
Proposal	Tourist commercial Uses – Campground
Location	100 Alton Road. (PID:55480966), East Dalhousie NS B0R 1H0
Lot Area	10 acres
Designation	Resource Designation
Zone	Resource (N1) Zone
Surrounding Uses	low density residential, field, forest, recreational uses
Neighbour Notification	Seven letters were sent out. (five residents and two neighbouring municipalities).

1. PROPOSAL

Vanessa Junkin and William McKeiver applied for a Development Agreement to accommodate Tourist Commercial Uses at 100 Alton Road (PID 55480966) in East Dalhousie. The applicants want to add seasonal cabins, recreational vehicle ('RV') hook-up sites, tent-camping pad areas, and an outdoor shower station. The applicants are also looking to repurpose an existing building into storage and construct a new building for a shared kitchen space for guests.



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. STAFF RECOMMENDATION

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

Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a Development Agreement to permit Tourist Commercial Uses at 100 Alton Road (PID: 55480966) East Dalhousie which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report March 12, 2024.

4. BACKGROUND



Existing structures

The applicants live on a nearby property on Alton Road. In 2021 the applicants purchased the subject property and started to investigate creating a commercial camping destination. The subject property is in the Resource (N1) Zone. There are two existing structures on the subject property. The applicants intend to use the existing structures for storage. The Resource (N1) Zone permits Tourist Commercial Uses but 14.3.25 of the Land-use Bylaw ('LUB') states that tourist commercial uses shall be permitted as an accessory use to a dwelling. There is no dwelling on the subject property, so this tourist commercial use would not be permitted without

a Development Agreement. The application for a Tourist Commercial development agreement would enable the applicants to develop cabins, tent pad areas, and the use of RVs on the property.

5. SITE INFORMATION



Driveway

5.1 Site Information

The subject property has an area of ten acres which is mostly wooded and located on Alton Road, in the rural community of East Dalhousie. The property is surrounded by agricultural, rural residential, and the adjacent property has the activity of hunting occurring on it seasonally. The property generally slopes downward towards north-east, where it meets the adjacent property of 161 East Dalhousie Road. The surrounding area and subject property are zoned Resource (N1). The subject property currently has a pit privy and some accessory

building.

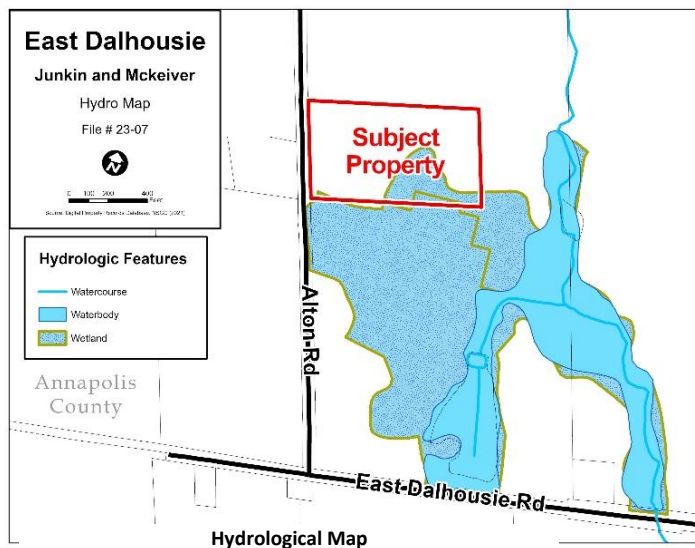
5.2 Site Visits

The first site visit Staff conducted, Staff walked the property with the applicant and discussed the proposal. Staff examined the nearby neighbouring properties and concluded there is sufficient existing vegetation buffer between front and side setback of the subject property. The applicants communicated that they are only going to remove the few trees required to build the campsites and keep the rest of the property wooded. This will help reduce any potential noise coming from the property.



Rock wall delineating neighbouring field.

A second site visit was conducted Thursday October 19, 2023, by the Planner that took over the file, the



Manager of Planning, and the Municipality's Strategic Project Specialist. This secondary site visit was conducted to do some ground truthing since a review of the provincial mapping indicated the potential for the presence of wetlands (blue area within subject property) and watercourses, but nothing on the ground or aerial imagery indicated this existed. Staff did a thorough walkthrough of the site and examined the areas where the mapping indicated low lying areas with possible wetlands and watercourses. Through this exercise, Staff determined that the mapping is

inconsistent with the conditions on the ground and did not find any evidence of a wetland. A portion of the mapping indicates the wetland is present on the abutting property to the south and extends northward onto the subject property. This area is an active hayfield. There is an existing rock wall that delineates the subject property from the adjacent field.

5.3 Public Information Meeting & Public Comments

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 June 22nd, 2023, at the East Dalhousie Community Club. A video of the presentation was recorded and posted to the Municipality's website and remained open for public until recently. During the Public Information Meeting there were 14 members of the public in attendance and all voiced positive remarks about the application. Staff also received a letter and phone call from the neighbouring property co-owners Edward Ducharme and Peter Mahoney.

During the Public Information Meeting 22-06-23

- ATV Traffic along this area and using the side road access.
- In support of adding commercial tourism in the area.

Public Comments Received by Staff

- Edward Ducharme and Peter Mahoney – co-owns property that surrounds 3 sides of subject property. They express concerns around tourist wondering onto their property where they do seasonal live baited hunting for bear and deer. They have garbage and, concerns around wildfires.

6. POLICY REVIEW

6.1 Land Use By-law

This proposal can be considered by development agreement, as enabled in Section 10.3.5 of the LUB. This section of the LUB lists the uses that can be considered by development agreement within the Resource (N1) Zone:

10.3.5 Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Resource (N1) Zone:

(a) Proposals for visitor-oriented development not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.

6.2 Enabling Policy

Within the Resource (N1) Zone, council is able to consider Development Agreements for visitor oriented proposals.

Council shall:

2.5.13 consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attractions;

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

The proposal is a Tourist Commercial Use development that will offer accommodations for the travelling public to provide an outdoor camping experience on a 10 acre mostly wooded property which is buffered from the nearest residential uses. The cabins and facilities are positioned in the center of the property site, and the proposed development agreement increases the required setbacks to mitigate any impact from noise, light or activity to the surrounding uses.

Economic Development Objectives

Municipal Council wants to support and encourage entrepreneurship businesses within the Municipality.

Objective

To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets.

The Tourism policies state that Council shall encourage and permit a variety of visitor-oriented businesses in areas including the Resource designation (MPS 2.5.11)

Council Shall:

2.5.11 permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;

2.5.12 encourage and promote opportunities for visitor-oriented businesses in the Municipality

The proposal helps to achieve these policies by providing a visitor-oriented and eco-tourism related business.

Section 5.3 of the Municipal Planning Strategy contains several general criteria for applications for a map amendment to the applicable land use by-laws. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the MPS. In terms of the other general development criteria contained in the MPS there are no additional costs to the Municipality related to the rezoning of the subject property. There are no concerns regarding storm drainage, services, road networks leading to the subject property, environmental impacts, or traffic generation.

7. CONCLUSION

The proposal is consistent with the policies related to both tourism and economic development and expands commercial recreational opportunities within the Municipality. The proposal meets all other general Development Agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. Summary of Development Agreement

The Development Agreement permits the following uses:

- (a) Those Residential Uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Tourist commercial use located entirely within the area identified as 'Development Envelope' on Schedule B – Site Plan and consisting of:
 - (i) 15 Camp Sites;
 - i. 10 Tourist Cabins – having a maximum building footprint of 500 sq feet each and a maximum building height of 20 feet.
- (c) Amenity Building – having a maximum building footprint of 1500 sq feet each and a maximum height of 20 feet; and
- (d) Accessory uses and buildings.

9. APPENDIXES

Appendix A –Maps

Appendix B – General Criteria for Development Agreements and Amending the Land Use By-law

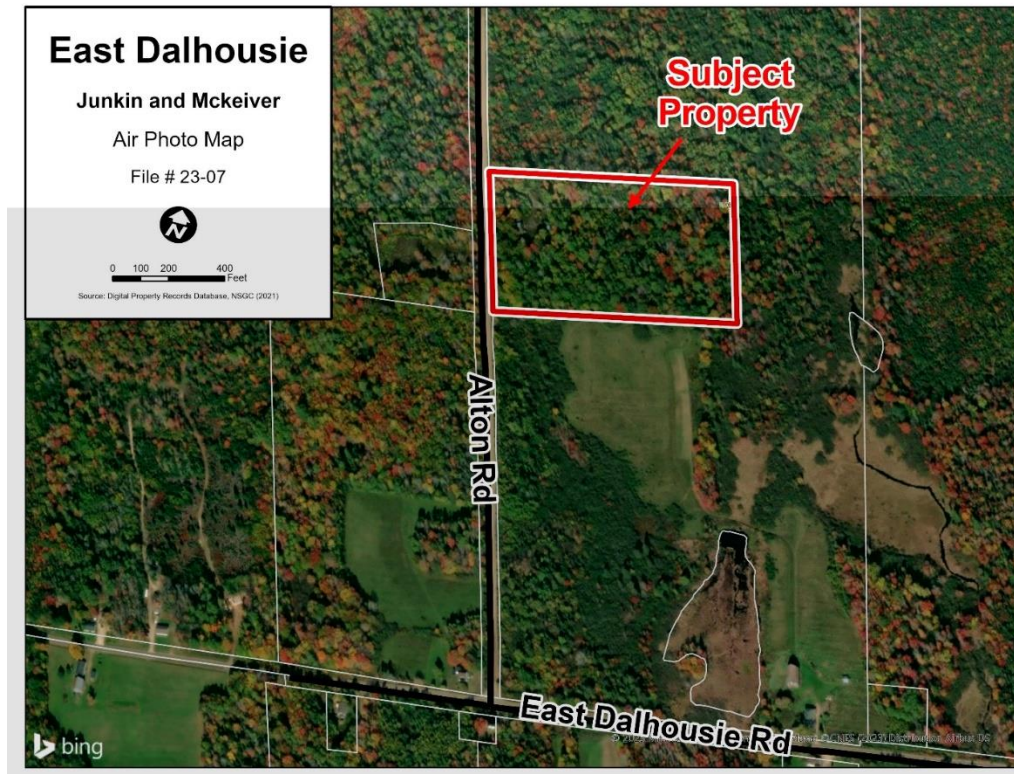
Appendix C - Development Agreement

Appendix D – Site Plan

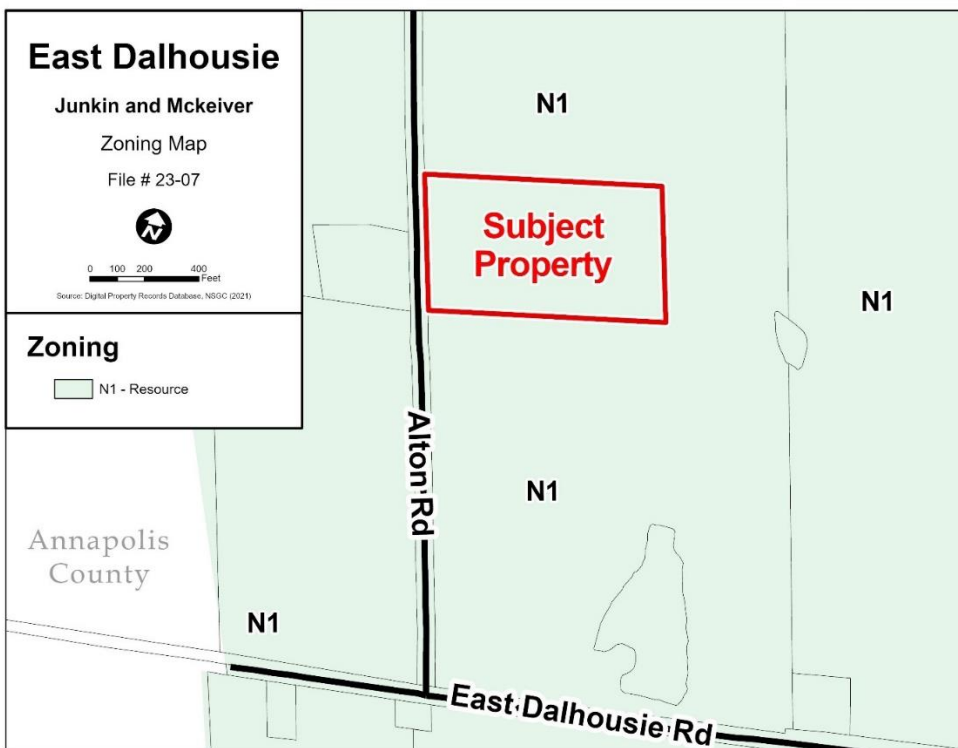
Appendix E – Parcel Description

Appendix A – 100 Alton Rd Maps

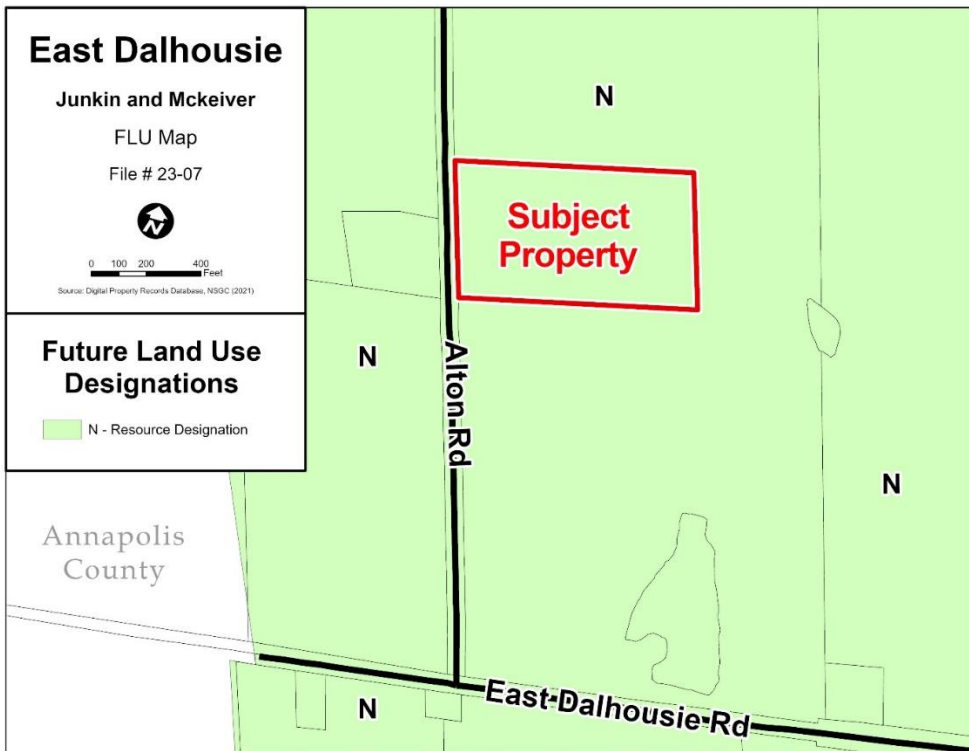
Air Photo Map



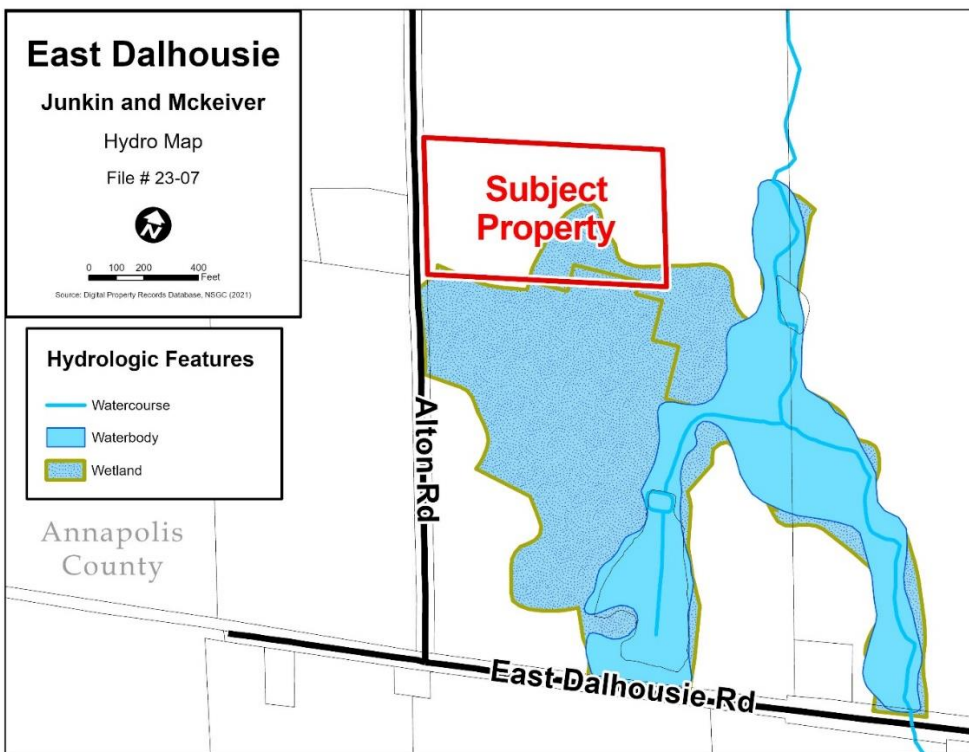
Zoning Map



Future Land-Use Map



Hydrological Map



Appendix B - Municipal Planning Strategy (By-law #105), Section 5.3. – General Criteria to consider for all Development Agreements and Land Use By-law Amendments

Policy 5.3.7

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy.

Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed accommodations align with the tourism objectives, resource designation and economic development objectives of the MPS
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed Development Agreement s not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	Commercial tourism uses are expected to be compatible with the surrounding land uses which include rural residential land uses and other tourism uses. The subject property is well buffered, which minimizes any potential impact on surrounding properties.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable to tourist accommodations
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	DPW has no concerns with the application.
<i>v. the adequacy of fire protection services and equipment;</i>	Springfield chief indicated there was adequate fire protection services available for this proposal.
<i>vi. the adequacy of sewer and water services;</i>	Water and waste water services are both on-site systems, falling under the jurisdiction of Nova Scotia Environment.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Uses permitted through the proposal are not expected to generate flooding or drainage issues.

<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	There are no identified wellfields in the area.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial regulations related to soil erosion during construction phases.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	Not expected to create impact as the property is located at least 1.5 kilometres from any nearby lakes.
<i>xi. negative impacts on neighbouring farm operations;</i>	Staff are of the opinion that there will be no negative impacts on surrounding farm operations due to the limited level of development proposed and the increased required setbacks.
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way. The area being proposed is one of the only areas on site that would be appropriate for construction.

Appendix C: Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Vanessa Junkin and William McKeiver of Springfield, 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 Coldbrook, 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 55480966; and

WHEREAS the Property Owner wishes to use the Property for Tourist Commercial Uses; and

WHEREAS the Property is situated within an area designated Resource (R) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Resource (N1); and

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and sections 10.3.5 (a) of the Land Use By-law provides that the proposed use may be permitted 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 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 E Property Description

Schedule F Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.

- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, 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 Land Use By-law unless the context clearly indicates otherwise. Words not defined in the Land Use By-law but defined herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, teardrop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.
- (c) *Camp Site* means the area used by a member of the travelling public for accommodations either with the use of a recreational vehicle or other temporary structure such as a tent or within a permanent tourist cabin as defined in 1.3 (b) of this Agreement.
- (d) *Amenity Building* means an accessory building to the tourist commercial use on the property and may include a social room, washrooms, recreation rooms, laundry facility and common kitchen.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses and Regulations

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

- (a) Those Residential Uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Tourist commercial use located entirely within the area identified as 'Development Envelope' on Schedule B – Site Plan and consisting of:
 - (i) 15 total Camp Sites;
 - (ii) Amenity Building – having a maximum building footprint of 1,500 square feet, with a maximum height of 20 feet; and
 - (iii) Accessory uses and buildings.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement. Nothing in this agreement shall serve to remove the non-conforming status of the use or structure on the Property.

2.2 Site Plan

All Development permitted through this agreement shall occur in general accordance with Schedule B – Site Plan.

2.3 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 and maintain the Property in a neat and presentable condition.

2.4 Subdivision

Subdivision of this property shall not be permitted unless the subdivision serves to enlarge the property.

2.5 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately, and all silt and sediment shall be contained within the site as required by the Municipal Specifications and 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.

2.6 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 the Property Owner's expense.

2.7 Signage

- (a) One ground sign shall be permitted on the Property subject to the following restrictions:
 - (i) Maximum height of 20 feet;
 - (ii) Maximum sign area of 150 square feet;
 - (iii) Internally illuminated signs are prohibited; and
 - (iv) The sign must be located entirely on the subject property

2.8 Parking

One parking space is required on site for each Camp Site as defined in 1.3 (c) on the Property.

2.9 Buffering

The area of the Property outside of the Development Envelope shall remain in a naturally vegetated state. Nothing in this Agreement shall prevent the removal of dead or diseased

vegetation. If vegetation is removed, the area shall be permitted to regrow to a naturally vegetated state.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters:

- (a) the uses enabled by this Agreement on the property as listed in Section 2.1 of this Agreement; and
- (b) the location of any development envelopes for uses enabled in this Agreement on the property.

3.3 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.

3.4 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.

3.5 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the 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 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 60 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 By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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 Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner 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 Onus For Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 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, and all costs of advertising for and recording of any amendments.

5.9 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.

5.10 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.

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 designing 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
Date

Witness

Janny Postema, Municipal Clerk
Date

SIGNED, SEALED AND DELIVERED
In the presence of:

VANESSA JUNKIN

Witness

Vanessa Junkin
Date

William McKeiver

Witness

William McKeiver
Date

Appendix E: Parcel Description
(Accessed from Property Online November 6, 2023)

Place Name: ALTON ROAD CROSSBURN

Municipality/County: MUNICIPALITY OF THE COUNTY OF KINGS/KINGS COUNTY

Designation of Parcel on Plan: LOT 3

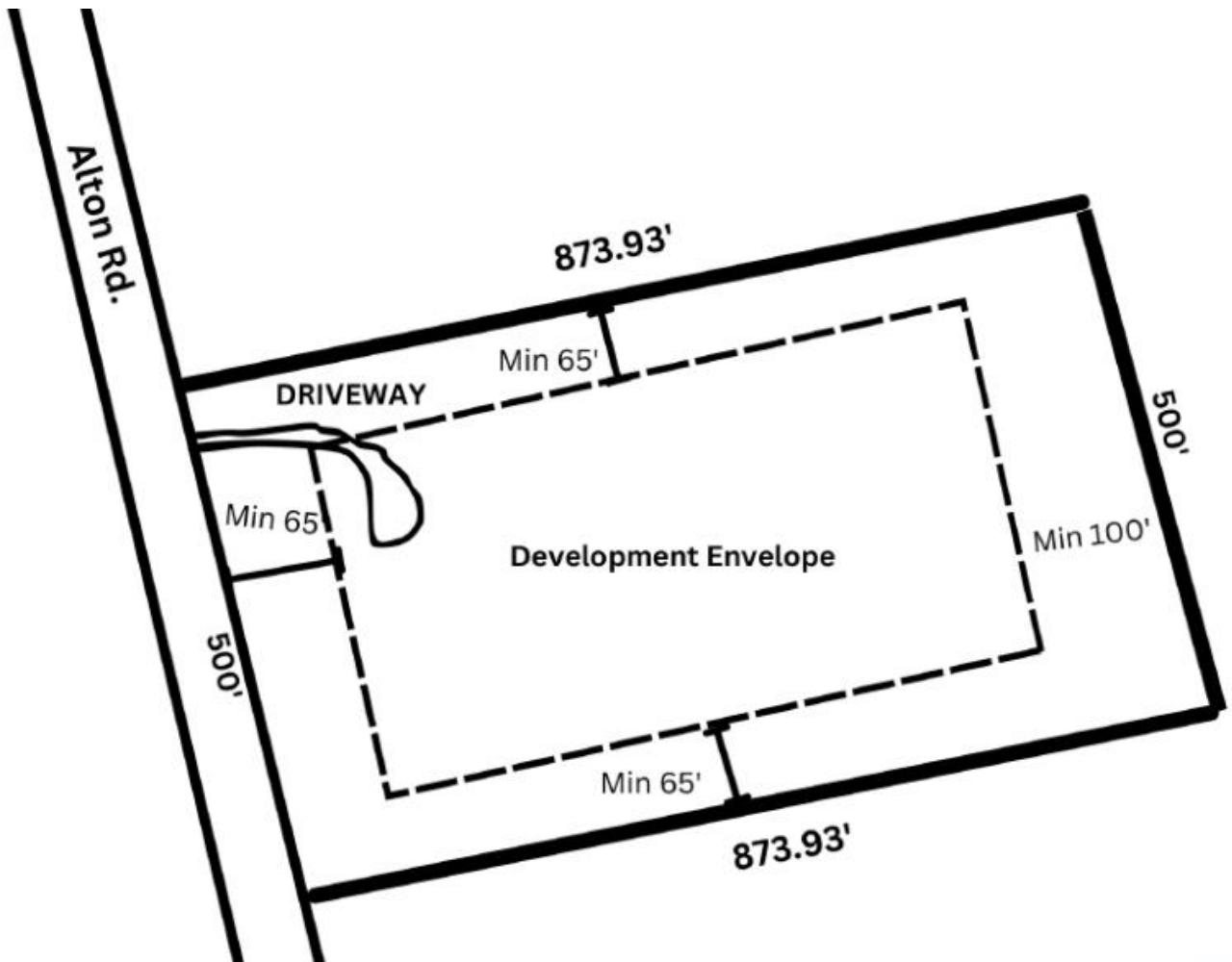
Title of Plan: PLAN OF SUBDIVISION SHOWING A PORTION OF LAND CONVEYED TO JO-ANNE COOPER TO FORM LOT 3, ALTON ROAD, CROSSBURN

Registration County: KINGS COUNTY

Registration Number of Plan: 84834440

Registration Date of Plan: 2006-04-18 08:49:55

Appendix F: Site Plan





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

Planning Application for a development agreement to permit 12 tourist cabins at 1459 Forest Hill Road, Forest Hill.

File: 22-08

March 12, 2024

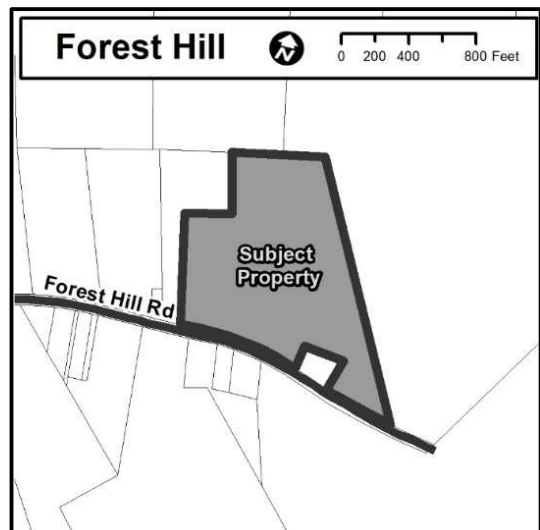
Prepared by: Planning and Development Services

Applicant	Kenneth Rent
Land Owner	Bluejacket Holdings Inc.
Proposal	Development Agreement to permit 12 tourist cabins
Location	1459 Forest Hill Road (PID 55217939), Forest Hill
Lot Area	34 Acres
Designation	Agricultural (A)
Zone	Rural Mixed Use (A2)
Surrounding Uses	Residential uses, Agricultural uses, Wolfville Watershed preserve
Neighbour Notification	Notification letters were sent to 13 property owners within 500 feet of the subject property.

1. PROPOSAL

Kenneth Rent, of Bluejacket Holdings, has applied for a development agreement to permit the development of 12 tourist cabins on the property located at 1459 Forest Hill Road, Forest Hill.

The proposal would be developed in two phases, each phase consisting of six 1–2-bedroom cabins of 500-700 square feet each. A 100 foot setback will be maintained from the neighbouring residential properties with a vegetative buffer provided within the setback. The development also proposes to incorporate landscaping with native trees and plants that would blend in with the surrounding landscape.



2. OPTIONS

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

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

3. 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 to and hold a Public Hearing regarding entering into a development agreement to permit 12 tourist cabins at 1459 Forest Hill Road (PID 55217939) which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated March 12, 2023.

4. BACKGROUND

The subject property was purchased by the applicant in 2021. At the time of purchase, the property had a residential dwelling and barn, both of which were demolished in 2022.

The applicant purchased the property to develop accommodations for visitors to provide an opportunity for them to experience the Annapolis Valley and the nearby vineyards. The initial proposal was to build 30 tourist cabins spread out across the site with ample landscaping around each cabin. The cabins would reflect the east coast and maritime building designs and would be primarily built with sustainable materials. The plan also included a central building to accommodate other guest services.

Following the Public Information Meeting, and in consideration to concerns and feedback from the public regarding the scale (30 cabins) of the development and other concerns, Staff and the applicant came to an agreement that the proposal would be revised to permit a total of 12 cabins to be developed as well as an amenity building/area for the use of the guests of the property.



5. Subject Property Information

The subject property is located within a rural area on the South Mountain and has a lot area of 34 acres. The subject property has two separate frontages on Forest Hill Road one of which is approximately 740 feet in length and the other is approximately 425 feet in length for a total of approximately 1,165 feet of road frontage. The property slopes downward toward the north, providing a good view of the Gaspereau Valley. The property does not have significant vegetation since it was in agricultural production prior to the purchase of the land by the applicant.

The neighbouring uses to the south and west consist of residential dwellings, and the property also envelopes a residential property towards Forest Hill Road. Neighbouring properties to the north and northwest are predominantly forested lands. There is a poultry farm adjacent to the property to the east, the main chicken barn is located approximately 350 feet from the subject property and an additional chicken barn, under construction, approximately 220 feet away from the subject property, providing a significant separation distance between the chicken barns and any activity on the subject property. The Wolfville watershed nature preserve is located opposite the property further down Forest Hill Road.

The property is currently in the Rural Mixed Use (A2) Zone (see Appendix A), and within the Agricultural Designation. The Land Use By-Law permits up to two tourist cabins as an accessory use to a residential dwelling in the Rural Mixed Use (A2) Zone provided the requirements specified in the LUB are met. Since a dwelling is not proposed to form part of the development, and due to the number of cabins proposed, the proposal cannot proceed as-of-right. The proposed development can only be considered by development agreement.

6. Public Consultation

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerns a development agreement for a new use. An online recording of the Public Information Meeting was made available in May 2022 and the video presentation has been available on the municipal website since that time.

A total of 13 property owners within 500 feet of the subject property were notified of the planning application and the associated presentation via letter mail in May 2022. An advertisement was also placed in the May 10, 2022, edition of the Valley Journal-Advertiser providing notice of the planning application and direction to the video presentation on the municipal website.

Several of the residents along Forest Hill Road contacted Staff to share their hesitation with the proposed development. The general types of concerns were over the potential increase in noise and activity in a quiet neighbourhood as a result of the proposed development. Concerns regarding the number of cabins and the number of people who will be staying in those cabins were also raised by the residents. Staff also received a few concerns relating to potential traffic generation on Forest Hill Road (dead-end road) and at the intersection of Forest Hill Road and Greenfield Road which is the only entry and exit point for residents along Forest Hill Road. Further, residents mentioned the deteriorating state of Forest Hill Road, residents were concerned that the excess traffic would further worsen the road conditions and they also

expressed safety concerns owing to the lack of sidewalks or pedestrian paths in the area. Staff also heard from other neighbours concerned about the potential impacts the development might have on the neighbouring watershed and wildlife. Other comments and questions related to setbacks requirements, loss of agricultural land, loss of view, potential impacts of lights from the development, disruption to the country living experience and pollution concerns were also received.

7. POLICY REVIEW - DEVELOPMENT AGREEMENT

7.1 Land Use By-law

In order for Council to be able to consider a development agreement, the Municipal Government Act ('MGA') requires that this ability be outlined within the Land Use By-law ('LUB'). Section 8.4.5 of the LUB states that,

LUB 8.4.5 Uses Considered by Development Agreement

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Rural Mixed Use (A2) Zone:

*(a) **Proposals for visitor-oriented development** not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.*

7.2 Municipal Planning Strategy-Enabling Policy

Policy 2.5.13 of the Municipal Planning Strategy ('MPS') enables the council to consider entering into a development agreement to permit the development of visitor-oriented developments not permitted as-of-right in the Rural Mixed-Use (A2) zone. The policy states:

Council shall

MPS 2.5.13 *consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:*

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attractions;

The proposed Tourist Cabins will provide lodging to visitors and the travelling public at 1459 Forest Hill Road.

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

The subject property has an area of 34 acres and a combined lot frontage of approximately 1,170 feet. The Rural Mixed Use (A2) Zone permits tourist commercial uses (up to two tourist cabins as an accessory

use to a residential dwelling) as-of-right on properties with a minimum lot area of 100,000 square feet and 200 feet of road frontage. On this basis, a total three lots could be created from the westerly frontage of the subject property, each of which would permit a two-unit dwelling as well as two tourist cabins for a total of 12 units. After considering the as-of-right development potential, Staff are of the opinion that the subject property can comfortably accommodate twelve (12) cabins and other related structures, parking areas and infrastructure required for the development within a small portion of the property, enabling significant separation distances from existing dwellings.

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

To maintain adequate separation distance, the development will be required to be setback 100 feet from the neighbouring residential properties. The 100 foot setback is also required to be vegetated, by permitting vegetation to grow up, and is intended to act as a buffer to help reduce potential noise, impacts from lighting, and other visual impacts that may come from the commercial nature of the proposed use.

(d) if the proposal is for a lot located on a lake within the Shoreland Designation, Council shall be satisfied that:.....

The location is not on a lake or within the Shoreland Designation and is not applicable.

(e) if the use is a listed permitted use, the condition(s) that prevent the proposal from being permitted as-of-right in the designation is addressed by development agreement including, but not limited to, enhanced buffering and the positioning and design of buildings and structures; and

Tourist commercial uses, consisting of a maximum of two tourist cabins (subject to restrictions) are permitted within the Rural Mixed Use (A2) Zone as an accessory use to dwelling and require a 50 foot setback. In the absence of a dwelling, the proposed visitor-oriented development is not permitted as-of-right within the zone. This has been addressed by a development agreement that restricts the number of cabins as well as various other requirements regarding height, building footprint, setback, vegetation, lighting and signage etc. to limit any negative impacts on the neighbourhood and the environment.

(f) the proposal meets the general development agreement criteria set out in section 5.3 Development Agreements & Amending the Land Use By-Law.

Municipal Planning Strategy section 5.3.7 contains the criteria to be used when considering all development agreement proposals. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. It is Staff's opinion that the proposal meets the general criteria. There are no costs to the Municipality because of the proposed development and the development raises no concerns regarding emergency services, traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix B.

7.3 Supporting Policies and Objectives from the MPS

Section 2.5, the Economic Development section of the MPS describes the growing importance of tourism to the economic development of the region and the intention to encourage visitor-oriented businesses in the Municipality. Some of the policies within the section that support this development are as follows:

Council shall:

2.5.11 *permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;*

2.5.12 *encourage and promote opportunities for visitor-oriented businesses in the Municipality;*

The intention of the Rural Mixed Use (A2) Zone states “lands located in this zone are intended for a mix of agricultural, residential and resource uses to enable the agricultural industry expansion as well as to accommodate rural housing demand.”. Although the Rural Mixed Use (A2) Zone prioritizes agricultural, residential and resource uses, the MPS also recognizes that agriculture is key to the Valley’s tourism industry, providing a distinct identity for the Municipality, so it offers some flexibility for tourism-oriented businesses in terms of location and expansion. As a result, the Rural Mixed Use (A2) Zone permits some visitor-oriented such as tourist commercial uses as-of-right in the zone as accessory uses.

Within section 2.5 of the MPS, Council also recognizes the importance of imposing limits on the type, location, and scale of these uses to minimize conflict and protect the rural landscape and natural features. The applicant’s initial proposal was to develop 30 tourist cabins on the subject property but while reviewing the application and considering the concerns and feedback from the public, Staff and the applicant came to an agreement to limit the number of cabins to 12. This approach, would provide an opportunity to control the development and limit any negative impacts the development might have on the neighbourhood or the environment. Also, the LUB allows for rezoning options that could enable the rezoning of the property from Rural Mixed Use (A2) Zone to Commercial Recreation (P1) Zone. This option would not have enabled Staff to include additional restrictions on the development and, as a result, Staff think it is more appropriate to enable this development through a development agreement.

Within section 2.5, the MPS also outlines the Municipality’s Economic development goals, objectives and policies. Within this section, the goal of Economic Development states, “To sustain the Municipality’s diverse economic base, encourage entrepreneurship and innovation”. Further to this goal, policies 2.5.2 and 2.5.4 state:

Council shall:

2.5.2 *encourage the development of new businesses ranging in breadth and scale;*

2.5.4 *promote the Municipality as a superior location for new businesses*

The proposal is an opportunity for the Municipality to encourage entrepreneurship and innovation and the proposal will be consistent with the intent of the above policies.

Also, in Section 2.5, the Economic Development objectives, the theme on rural and natural areas states “To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets”. Although this development might not be completely based on the objectives of eco-tourism the main intention of the development is to provide nature-based tourism where visitors will get to observe and appreciate the natural and scenic assets of the Valley. The applicant also intends to develop the property in a sustainable way to reduce any negative impacts on the environment and surrounding neighbourhood.

The proposed tourist cabins can also help achieve the goals of fostering a tourism industry that can support other rural businesses as set out within section 2.2, Rural area.

MPS Section 2.2 -Rural Areas Objectives

Economic Development Objective – To foster industry that increases the viability of and supports rural businesses.

Transportation Objective – To use the existing rural road network efficiently and provide opportunities for recreational trails

The proposed tourist cabins can support other rural businesses including event venues and wineries, by providing tourist accommodations. The proposed tourist cabins would also utilize the existing road network and offer excellent access to recreational trails located at the end of Forest Hill Road.

8. Summary of the Draft Development Agreement

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

- Enables the development of 12 tourist cabins and an amenity building;
- Establishes maximum building footprints and heights;
- Establishes a 100-foot setback requirement along all existing lot lines;
- Requires a vegetative buffer;
- Regulates lighting and signage;
- Regulates subdivision; and,
- Permits the development of a two-unit dwelling.

9. CONCLUSION

The proposed tourist cabin development takes advantage of topography providing a view of the Gaspereau Valley while being sensitive to surrounding residential uses. As a result, Staff are forwarding a positive recommendation to Planning Advisory Committee.

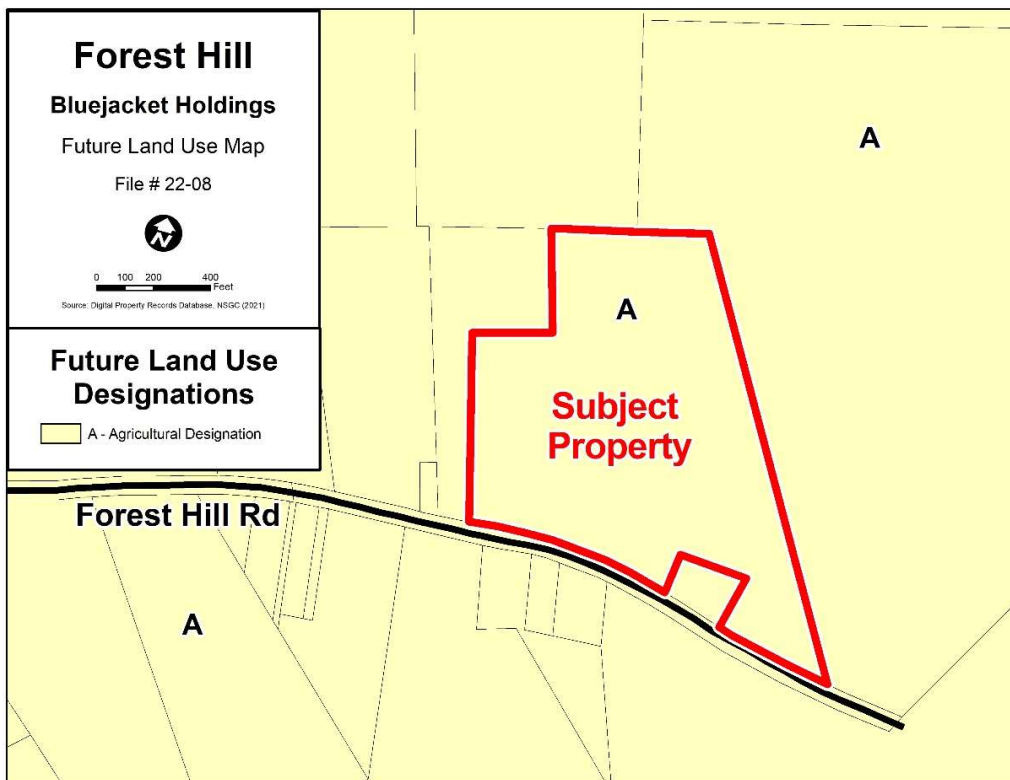
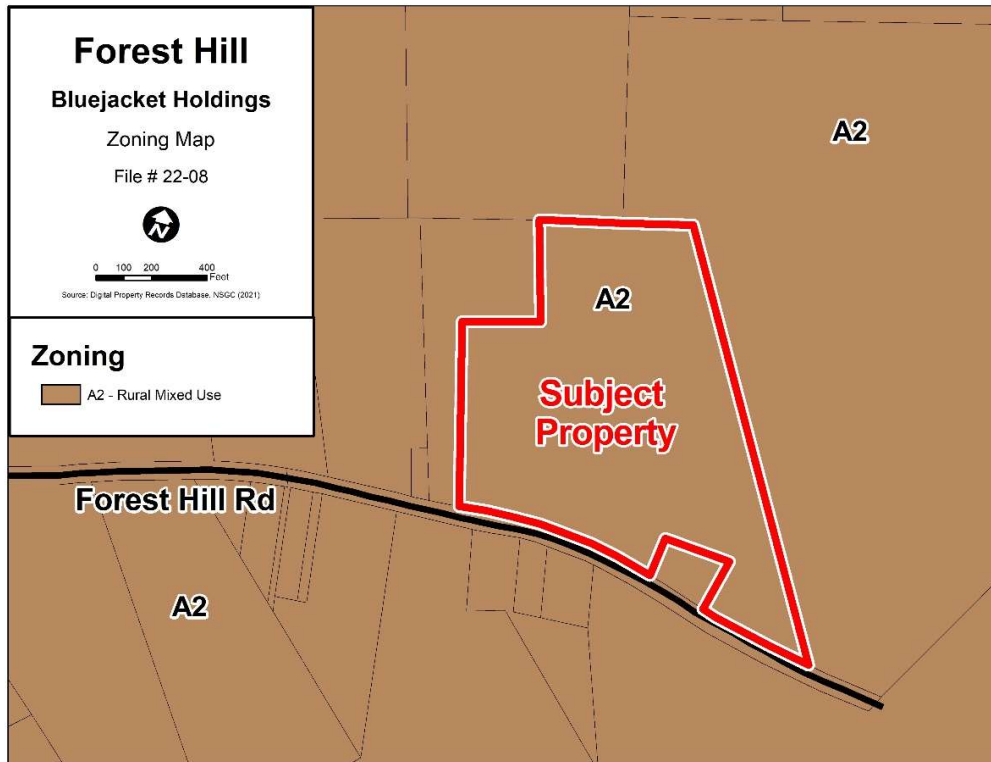
10. APPENDIXES

Appendix A – Maps

Appendix B – General Criteria

Appendix C – Draft Development Agreement

Appendix A – Maps



Appendix B - General Criteria

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy. Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed development agreement is consistent with the intent of the Municipal Planning Strategy to support tourism and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed development agreement is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed tourist cabins will provide adequate setbacks and buffers to prevent any negative impacts on the surrounding land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable as no residential development is proposed.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Public Works (DPW) has confirmed the adequacy of the road network and does not anticipate any issues related to access or egress.
<i>v. the adequacy of fire protection services and equipment;</i>	The subject property is located within 7 kilometres of the Wolfville Fire Department which provides fire protection services in the area. Wolfville Fire Chief has confirmed the adequacy of fire protection services.
<i>vi. the adequacy of sewer and water services;</i>	On-site sewer and water services will be required as no central services are available in this location. The development agreement requires these to be approved by the authority having jurisdiction being the provincial Department of Environment and Climate Change.
<i>vii. the potential for creating flooding or serious drainage problems either</i>	Not expected.

<i>within the area of development or nearby areas;</i>	
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The subject property is not within any wellfield protection areas. The Wolfville watershed preserve is nearby which is a protected surface water supply and recreational area. These areas fall under provincial jurisdiction. The development is not expected to have any negative impact on the watershed.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial soil erosion controls during construction enforced by NSECC.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	The Wolfville watershed has a water body and swamps located within it. The proposal is however not in proximity to these features.
<i>xi. negative impacts on neighbouring farm operations;</i>	Not expected to interfere with farm operations. There is a poultry barn, but it is positioned a minimum of 200 feet away from the subject property.
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

Appendix C - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Kenneth Rent, of Bluejacket Holdings Inc. of Port Williams 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 Coldbrook, 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 **55217939**; and

WHEREAS the Property Owner wishes to use the Property for the development of Tourist Cabins; and

WHEREAS the Property is situated within an area designated **Agricultural (A)** of the Municipal Planning Strategy, and zoned **Rural Mixed Use (A2)** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and section **8.4.5 (a)** of the Land Use By-law 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 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 By-law

- (a) Municipal Planning Strategy means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) Land Use By-law means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) Subdivision Bylaw means Bylaw 60 of the Municipality, approved September 5, 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 Land Use By-law. Words not defined in the Land Use By-law but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, teardrop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.
- (c) *Amenity Building* means an accessory building to the tourist commercial use on the property and may include, but is not limited to, social rooms, washrooms, recreation rooms, laundry facilities and common kitchen.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) One dwelling containing no more than two residential units;
- (b) A maximum of 12 tourist cabins having a maximum building footprint of 700 square feet and a maximum building height of 25 feet. Each cabin shall have one dedicated parking space;
- (c) An amenity building accessory to the tourist cabins having a maximum building footprint of 2,500 square feet and a maximum building height of 20 feet; and
- (d) Uses and buildings accessory to the uses listed above.

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

2.2 Setbacks

Notwithstanding the dwelling permitted in 2.1(a), all other buildings and activities on the property including, but not limited to, all tourist cabins, amenity building, accessory buildings, picnic areas, fire pits, and parking areas at least 100 feet from any property line.

2.3 Vegetation

- (a) The area within the required 100 foot setback is intended to be an area of non-activity where vegetation is permitted to grow naturally;
- (b) Nothing in this Agreement shall prevent the Property Owner from planting additional vegetation within the required setback;
- (c) Nothing in this Agreement shall prevent the removal of damaged or diseased vegetation.

2.4 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 and maintain the Property in a neat and presentable condition.

2.5 Subdivision

Subdivision of the property shall be permitted in accordance with the requirements of the Rural Mixed Use (A2) Zone for newly created lots intended for development of underlying zone uses. The uses enabled within this Agreement, notwithstanding any permitted dwellings, shall be contained on a lot meeting the requirements of the Commercial Recreation (P1) Zone. Any lot lines in existence on the registration date of this Agreement shall be subject to the 100 foot setback specified in this Agreement. Any new lot lines shall be subject to the requirements of the Commercial Recreation (P1) Zone

2.6 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately, and all silt and sediment shall be contained within the site 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.

2.7 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 downwards, away from streets and neighbouring properties.

2.8 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 the Property Owner's expense.

2.9 Signs

- (a) Signage on the Property shall be limited to one Ground sign, not exceeding 60 square feet in sign area, and a sign height of 15 feet;
- (b) Signage shall not be located in a way that obstructs the sight lines at the driveway entrance/exit;
- (c) Internally illuminated signs are prohibited; and
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of the ground sign.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters:

- (a) the uses enabled on the property by this Agreement as listed in Section 2.1 of this Agreement;

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.

3.3 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;
- (b) the Municipality for the purpose of creating or expanding open space within the Property;
or
- (c) a member of the public for the purposes of the development of a lot created from the Property in accordance with section 2.5 of this Agreement

registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, open space or new lot, 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.

3.4 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, either not commenced development or ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the 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 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 60 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 By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any

Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

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

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 Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner 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 Onus for Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 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, and all costs of advertising for and recording of any amendments.

5.9 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.

5.10 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.

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 designing 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

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

KENNETH RENT, BLUEJACKET HOLDINGS INC.

In the presence of:

Witness

Kenneth Rent

Date

DRAFT

Schedule A – Property Description

(Taken from Property Online – December 2022)

Parcel Description:

ALL that lot of land and premises situate at Forest Hill, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

ON the North by lands formerly of Sidney Rutherford and by lands formerly belonging to Leander Davison;

ON the East by lands formerly belonging to Leander Davison;

ON the South by lands belonging to the Town of Wolfville, in the County of Kings aforesaid; and

ON the West by lands of James Lightfoot.

CONTAINING 60 acres, more or less.

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following:

1. Those lands conveyed by Axmoth Davison et ux Lottie Davison to Ivon Davison by Deed dated March 30, 1935 and recorded in the Kentville Registry of Deeds Office in Book 155 at Page 116 on August 30, 1935;
2. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Athlton Davison by Deed dated December 29, 1949 and recorded in the Kentville Registry of Deeds Office in Book 181 at Page 698 on the 26th day of January, 1953;
3. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Town of Wolfville by Deed dated July 17, 1957 and recorded in the Kentville Registry of Deeds Office in Book 190 at Page 342 on July 25, 1957;
4. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Ashley Davison and Bertha Jannett Davison, his wife, by Deed dated April 26, 1966 and recorded in the Kentville Registry of Deeds Office in Book 250 at Page 11 on June 7, 1966;
5. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Keith R. Davison by Deed dated May, 1967 and recorded in the Kentville Registry of Deeds Office in Book 260 at Page 682;
6. All those remainder lands lying to the South of Forest Hill Road.

BEING AND INTENDED TO BE the remainder lands as described in Document 114042220, lying to the North of Forest Hill Road.

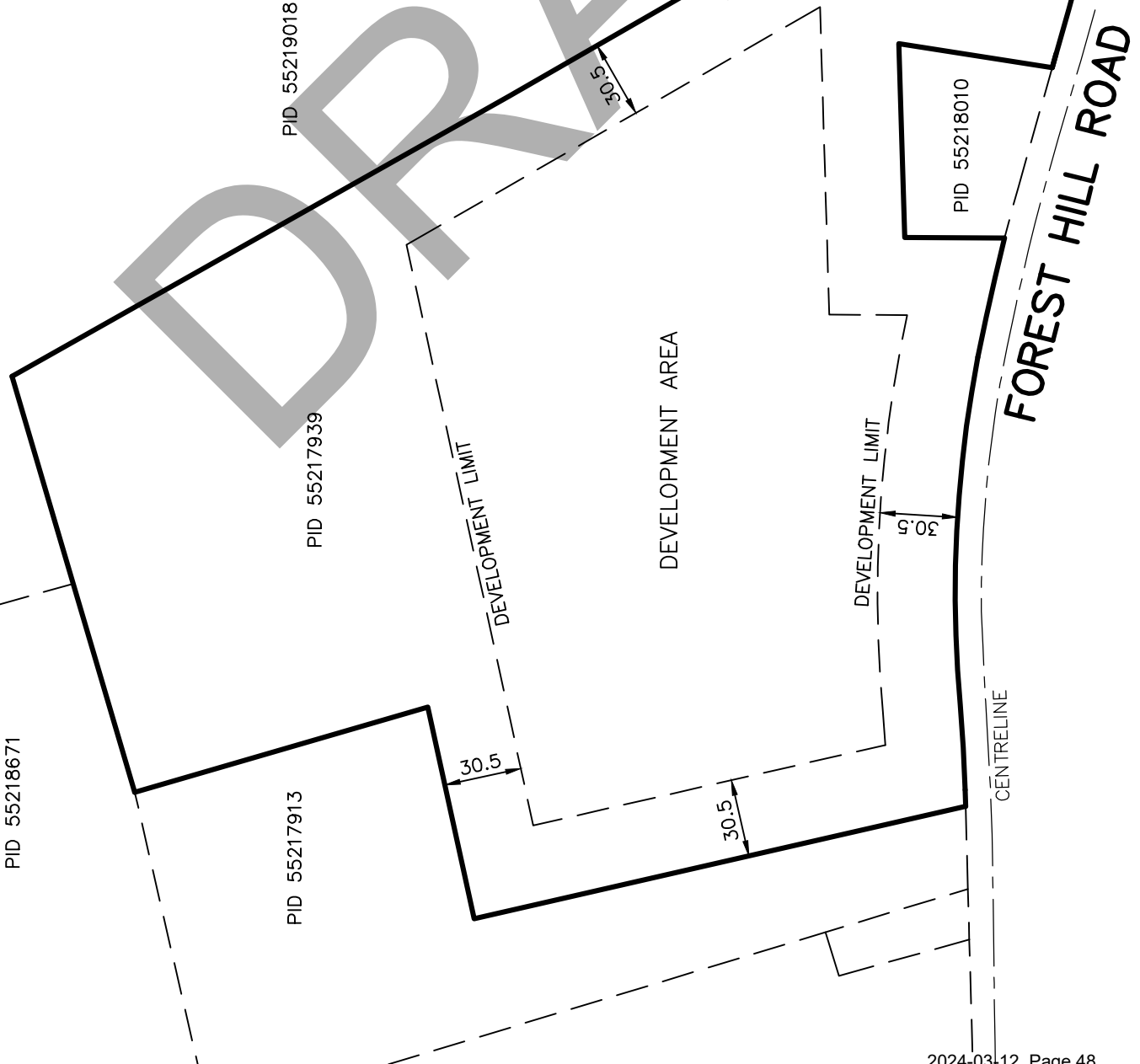
*** Municipal Government Act, Part IX Compliance ***

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

DRAFT

ZONE 5 - CM 64°30'W
NAD83(CSRS) - 2010.0 V6



SKETCH SHOWING LANDS OF
BLUEJACKET HOLDINGS INC.
FOREST HILL ROAD, FOREST HILL
KINGS COUNTY, NOVA SCOTIA



SCALE : 1/2,500 (METRIC)
DATE: DECEMBER 15, 2023
DWG: 22-088-60

B. DAVISON
Surveying & Engineering Ltd.

1037 Avonview Drive, Hants Border, NS, B0P 1P0
p:902-352-2185 f:902-352-2186 c:902-240-9180
www.bdse.ca busterdavison@eastlink.ca



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

Planning Application for a development agreement to permit the development of a campground at 5734 Highway 358 (PID 55014534) in Scots Bay.

File 21-25

March 12, 2024

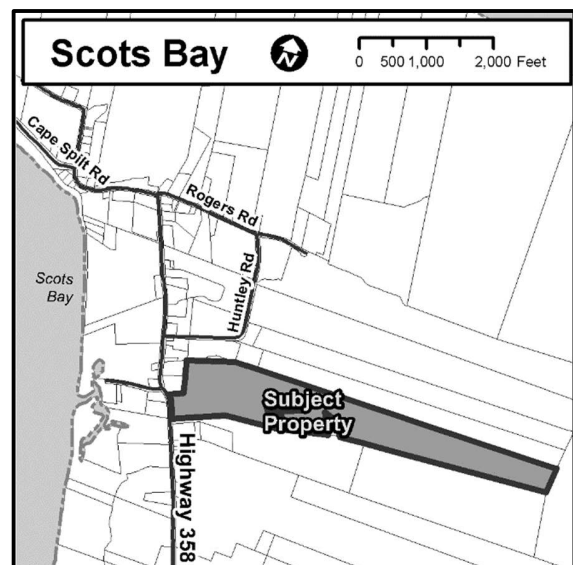
Prepared by: Planning and Development Services

Applicant	Julie Skaling
Land Owner	Breiel Holdings LTD
Proposal	Development Agreement for the development of a campground
Location	5734 Highway 358 (PID 55014534), Scots Bay
Lot Area	35.37 ha/ 98.15 Acres
Designation	Agricultural (A)
Zone	Rural Mixed Use (A2) Zone
Surrounding Uses	Residential uses, Agricultural uses,
Neighbour Notification	Notification letters were sent to 23 property owners within 500 feet of the subject property.

1. PROPOSAL

Julie Skaling, of Breiel Holdings LTD, has applied for a development agreement ('DA) to permit the development of a campground consisting of 100 camp sites with a mix of tenting sites, sites for use with a Recreational Vehicle and cabins at 5734 Highway 358 (PID 55014534) in Scots Bay.

The proposed campground would be developed in 3 phases.



2. OPTIONS

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

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

3. 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 to and hold a Public Hearing regarding entering into a development agreement to permit the development of a campground at 5734 Highway 358 (PID 55014534) which is substantively the same (save for minor differences in form) as the draft set out in the report dated March 12, 2024.

4. BACKGROUND

The subject site was inherited by the applicant in 2021 after the death of a family member to keep the land in the family. At the time of the purchase the land contained multiple dwellings, various accessory buildings, fields and vegetation.

The applicant intends to develop the land with a campground to provide accommodations for visitors to the Scots Bay area and to provide employment opportunities for those with limited abilities. The initial application was for a Land Use By-Law (LUB) Map Amendment which proposed to rezone the land from the Rural Mixed Use (A2) Zone to the Commercial Recreation (P1) Zone to allow for the development of a campground with a mix of 90-100 serviced and un-serviced sites for tents and Recreational Vehicles ('RV'). The RV sites were proposed to be spread over two of the stages with 50 of the RV sites located behind (to the east of) the neighbouring residential properties 5750 and 5770 Highway 358. The proposal also included the development of various accessory buildings on the land to provide amenities for the guests.

Following a Public Information Meeting concerns and feedback were received from the public regarding a range of issues, including but not limited to the scale of the proposal, increase in traffic, impact on neighbouring agricultural uses (avian influenza, campers solid waste ending up in crops), safety and security of neighbouring residents, increase in trespassing, distance from emergency services, noise and waste.

As a result, Staff and the applicant came to an agreement in May 2022 that the proposal would be considered through a development agreement on the land. As it enables Staff to fine tune how the use is operated on the property and provide the public with a certain degree of certainty regarding what can be expected from the proposal through the use of increased restrictions and phasing.

The application has been amended to consider the development of a campground consisting of up to 100 camp sites to be developed over four phases as outlined below.

Phase 1: 15 un-serviced tent/small camper sites. Phase 1 will be located to the south of Pengree lane and fronting onto Highway 358;

Phase 2: 40 un-serviced field and wooded sites including cabins. Phase 2 will be located to the north of Pengree Lane, between 102 and 164 Pengree Lane (approximately);

Phase 3: 10-15 back country camp sites. Phase 3 will be located to the east of 164 Pengree Lane;

Phase 4: 30 un-serviced field sites intended for Recreational Vehicles. Phase 4 will be located to the north of Pengree Lane and to the west of the existing dwelling on the land.

In addition to the camp sites to be developed in phases, additional amenities and services are proposed to be developed. These are proposed to be developed alongside the phases but with no specific associated timeline. Such amenities include, but are not limited to, pit privies, shower stations, wood house, amenity building, well, water taps, and charging station. A commercial use has also been included within the area for Phase 1, near Highway 358.

5. SITE INFORMATION

The subject property is located within a rural area on the Blomidon Peninsula and has an area of 98.15 acres. The subject property has a road frontage of approximately 369 feet on Highway 358. Pengree Lane extends eastward, from Highway 358, into the site approximately 2,656 feet. The property slopes upwards to the east. The eastern half of the site is mostly forested. The western half of the site is sparsely populated by trees with a number of cleared areas for dwellings and agricultural uses. The subject property contains three existing dwellings, two of which are located on separate properties and are not subject to this application. The third dwelling, 41 Pengree Lane, is located on the subject property and will be subject to the development agreement.

The neighbouring properties contain a variety of uses. The land to the north of the subject property is in partial agricultural production with the balance of the lands being wooded. An application for the development of a poultry barn has been received for the land to the north off Huntley Road. At the time of this report, a footing permit was been issued for the development of the poultry barns on March 7, 2023 however no construction progress was apparent during a site visit in July 2023.

The land to the east is completely forested and is part of Blomidon Provincial Park. The land to the south of the property contains a place of worship, cemetery, dwelling, agricultural uses and forested areas. The land to the west contains a number of dwellings and agricultural uses, including a poultry farm. The poultry farm is located across Highway 358 to the west of the site (5741 Highway 358). The poultry barn of the farm is located approximately 180 feet from the western boundary of the subject property and a minimum

of 350 feet from the closest proposed camp site. Another poultry farm, with 3 chicken barns is located to the northwest of the subject site. With regard to the poultry barn with an active permit to the north, the permit drawings submitted by the owner indicate that the poultry barn would be set back 50 feet from the front lot line, have a depth of 50 feet and would be located a minimum of 100 feet from the southern property line. The property where the poultry barn is proposed has a variable depth between 230 feet and 320 feet. In the portion of the property where the poultry barn is proposed, the depth of the property is approximately 260 feet, resulting in a rear setback of approximately 160 feet. There is an intervening parcel between the subject property and the property with the proposed poultry barn resulting in a distance of approximately 300 feet from the closest camp site to the poultry barn.

The property is currently located in the Rural Mixed Use (A2) Zone (See Appendix A), and within the Agricultural Designation. In accordance with policy 8.4.2.1 (Permitted Uses), the LUB does not permit the land to be used for the purpose of a campground as of right. As the application is no longer considering a rezoning of the land, the proposed development can only be considered by development agreement.

The parcels of land making up 5734 Highway 358 have been consolidated to create one property under the same ownership, excluding the two remaining dwelling under separate ownership which are located wholly within the site and are accessed by Pengree Lane.

6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerned a Land Use By-Law Map Amendment. An online recording of the PIM was made available in February 2022 and the video presentation has been made available on the Municipal website since that time.

A total of 23 property owners within 500 feet of the subject property were notified of the planning application and the associated presentation via letter mail in February 2022. An advertisement was also placed in the February 8, 2022, edition of the Valley Journal-Harvester providing notice of the planning application and direction to the video presentation on the municipal website.

Many of the neighbouring residents along Highway 358 and the surrounding area signed letters for and against the proposal.

The general types of concerns were over the increase in traffic on a rural road (with blind turns and existing traffic congestion at the intersections in Scots Bay) which is not monitored for people speeding, the increase in large vehicles traveling at speed down the rural road, the potential increase in noise and activity in a quiet neighbourhood as a result of the proposed development. Concerns regarding the safety and security of existing residents were raised as a result of the proposed number of camp sites and the need for security as emergency services are 30 minutes away. Concerns were also raised regarding pollution and septic contamination which will be generated by the proposal along with the availability of water and whether there will be an impact on existing supply if new wells are servicing the site. Further

to concerns related to pollution, concerns were raised for the salt marshes in Scots Bay as well as light and noise pollution emanating from the proposed development.

The neighbouring farming operations also expressed their concerns that campground guests would be subject to environmental nuisances including traffic, odours, flies and noise emanating from normal poultry farm operations.

Neighbouring residents raised concerns regarding the health and safety of their livestock on the premise that tourists are prone to trespassing onto farmland and this compromises their biosecurity and leads to the spread of disease such as avian influenza.

The Burial Grounds Care Society also noted their concern regarding the impact of the proposal on the preservation of the Pengree cemetery, which is located on the subject site. Two head stones remain, with research indicating additional burials occurred. The site is currently fenced off.

On February 9, 2023, a Community Meeting was held at the Scots Bay Community Hall regarding the processes and procedures of planning applications in the Municipality of the County of Kings. The meeting was community organised, and members of Council were unable to attend. A list of questions was sent to Council after the meeting regarding the changes to the application and the process of moving forward given the change in application type (from Land Use By-Law Map Amendment to Development Agreement). Answers to the submitted questions were posted to the Municipal website.

7. POLICY REVIEW

7.1 Land Use By-law

For Council to be able to consider a DA, the Municipal Government Act (MGA) requires that this ability be outlined within the LUB. Section 8.4.5 of the LUB states that:

LUB 8.4.5 Uses Considered by Development Agreement

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement with the Rural Mixed Use (A2) Zone:

- a. **Proposals for visitor-oriented development** not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.*

7.2 MPS Enabling Policy

Policy 2.5.13 of the MPS enables Council to consider entering into a DA to permit development of visitor-oriented developments not permitted as-of-right in the Rural Mixed Use (A2) Zone. The policy states:

Council shall:

MPS 2.5.13 *consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-*

oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:

- a. The proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other types of special attractions;*

The proposed campground will provide accommodations and amenities to members of the travelling public at 5734 Highway 358.

- b. The subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;*

The subject property is 98.15 acres in area, on which 100 camp sites are proposed. The area to be developed with camp sites supporting RVs or other permanent infrastructure (ie. Not including back country tent sites) is limited to approximately 45 acres of the 98.15 acre property which incorporates ample open space for other activities. Conversely, the zone applied to existing campgrounds in the Municipality requires a minimum lot area of 100,000 square feet and there are no restrictions within the zone requirements related to the number of camp sites permitted. It is Staff's opinion that the property has an adequate area to accommodate the use as well as accessory uses and buildings and other infrastructure.

- c. The site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;*

To maintain adequate separation distances, the development will be required to be setback a minimum of 75 feet from all properties. The 75 foot setback is required to allow vegetation to grow naturally, which is intended to act as a buffer to help reduce potential noise, impact from lighting and other impacts resulting from the proposed use.

- d. If the proposal is for a lot located on a lake within the Shoreland Designation, Council shall be satisfied that: ...*

The location is not on a lake or within the Shoreland Designation and is not applicable.

- e. If the use is a listed permitted use, the condition(s) that prevent the proposal from being permitted as-of-right in the designation is addressed by development agreement including, but not limited to, enhanced buffering and the positioning and design of buildings and structures; and*

The proposed use is not permitted within the Rural Mixed Use (A2) Zone unless Council considers the proposal through a DA for visitor oriented development or through a rezoning to the Commercial Recreation (P1) Zone. Additional restrictions outlined in section 8 of this report and the draft development agreement attached as Appendix C address the reason the use is not permitted as of right.

- f. The proposal meets the general development agreement criteria set out in section 5.3 Development Agreements & Amending the Land Use By-Law.*

The MPS in section 5.3.7 contains the criteria to be used when considering all DA proposals. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the MPS. It is Staff's opinion that the proposal meets the general criteria. There are no costs to the Municipality because of the proposed development and the development raises no concerns regarding emergency services, traffic hazards/congestion or pollution. These criteria are reviewed in detail in Appendix B

7.3 Supporting Policies and Objectives of the MPS

The MPS sets out the vision, goals, objectives and general criteria which are to be met in order for the needs of the Municipality to be met and to ensure the decisions made today benefit the Municipality and residents/business owners in the future. Proposals are considered against any number of policies based on their location and complexity. Often the policy in place which applies to a specific site and the goals to be achieved conflict and as a result parameters need to be put in place to achieve the goals while also mitigating any impact that may occur between land uses and proposals.

Section 2.5, the Economic Development section of the MPS describes the growing importance of tourism to the economic development of the region and the intention to encourage visitor-oriented businesses in the Municipality. Some of the policies within the section that support this development are as follows:

Council shall:

2.5.11 *permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;*

2.5.12 *encourage and promote opportunities for visitor-oriented businesses in the Municipality;*

The intention of the Rural Mixed Use (A2) Zone states "*lands located in this zone are intended for a mix of agricultural, residential and resource uses to enable the agricultural industry expansion as well as to accommodate rural housing demand.*". Although the Rural Mixed Use (A2) Zone prioritizes agricultural, residential and resource uses, the MPS also recognizes that agriculture is key to the Valley's tourism industry, providing a distinct identity for the Municipality, so it offers some flexibility for tourism-oriented businesses in terms of location and expansion. As a result, the Rural Mixed Use (A2) Zone permits some visitor-oriented uses as-of-right in the zone as accessory uses, such as tourist commercial uses. Additionally, properties in the Rural Mixed Use (A2) Zone are eligible to be rezoned to the Commercial Recreation (P1) Zone in addition to the development agreement option used for this application.

Within section 2.5 of the MPS, Council encourages opportunities for visitor-oriented businesses in policy 2.5.12 which states:

Council shall:

2.5.12 encourage and promote opportunities for visitor oriented businesses in the Municipality.

Within section 2.5, the MPS also outlines the Municipality's Economic development goals, objectives and policies. Within this section, the goal of Economic Development states, *"To sustain the Municipality's diverse economic base, encourage entrepreneurship and innovation"*. Further to this goal, policies 2.5.2, 2.5.4 and 2.5.12 state:

Council shall:

2.5.2 encourage the development of new businesses ranging in breadth and scale;

2.5.4 promote the Municipality as a superior location for new businesses;

2.5.12 encourage and promote opportunities for visitor-oriented businesses in the Municipality;

The proposal is an opportunity for the Municipality to encourage entrepreneurship and innovation and the proposal will be consistent with the intent of the above policies through the employment of people with limited abilities.

Also, in Section 2.5, Economic Development objectives, the theme on rural and natural areas states *"To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets"*. Although this development might not be completely based on the objectives of eco-tourism the main intention of the development is to provide nature-based tourism where the tourist will get to observe and appreciate the natural and scenic assets of Scots Bay.

8. SUMMARY OF THE DRAFT DEVELOPMENT AGREEMENT

The draft DA has been attached as Appendix C to this report. The main content of the proposed DA includes:

- Permits the development of a campground, local commercial use and accessory building and uses;
- Limits the total number of camp sites although provides flexibility on whether the camp site is occupied by a Recreational Vehicle, a tent or a cabin;
- Requires vegetative buffers to be able to grow along side and rear property boundaries;
- Requires signage along the vegetative buffers restricting access;
- Regulates the provision of parking;
- Prohibits the development of a swimming pool or other open water features; and
- Controls the rate of the development through phasing.

9. CONCLUSION

The proposal and the terms of the draft DA are in keeping with the intent of the Council's Municipal Planning Strategy. The proposal is enabled by the policies regarding tourism within the Municipal Planning Strategy. As a result, a positive recommendation is being made to the Planning Advisory Committee.

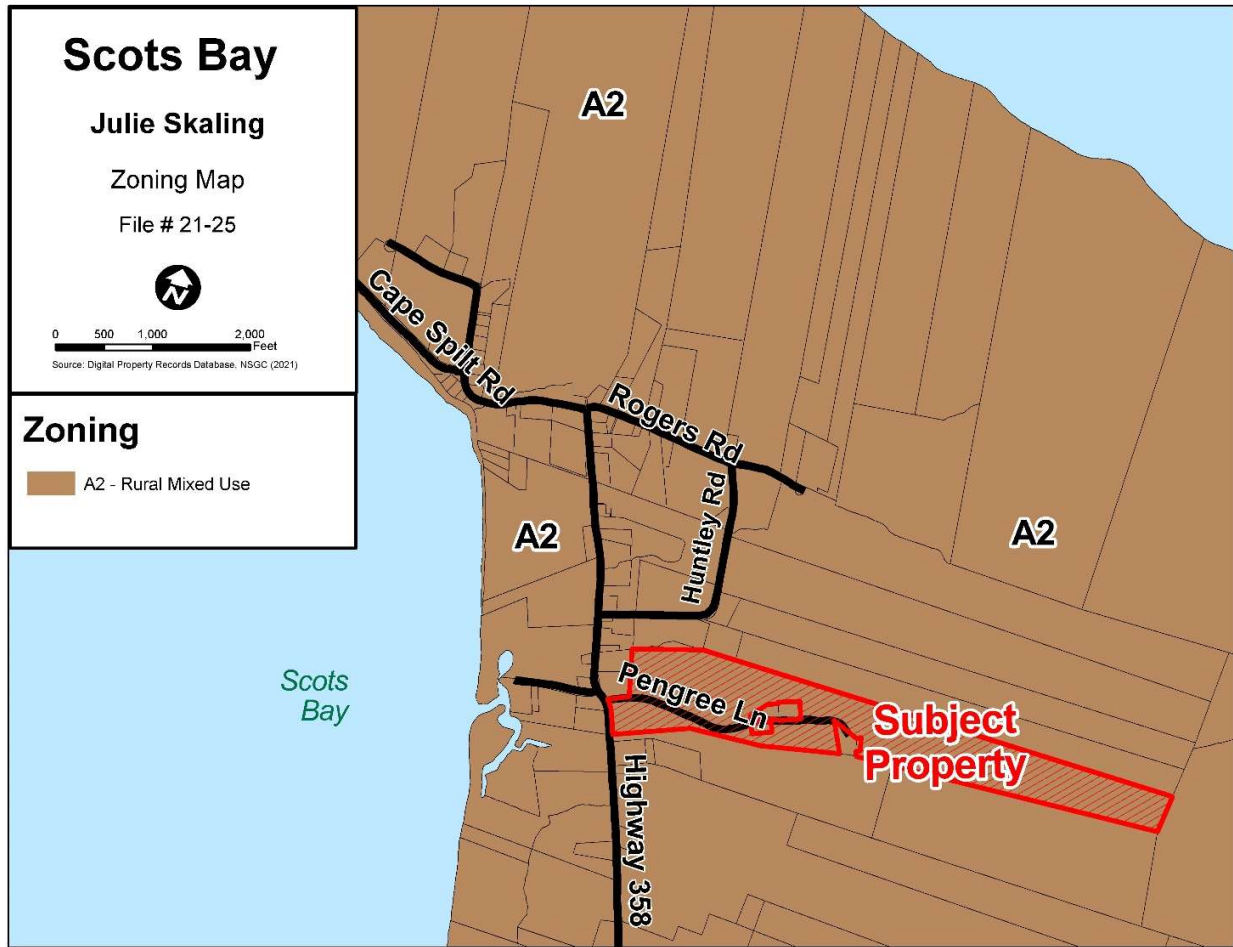
10. APPENDIXES

Appendix A – Zoning Map

Appendix B – General Criteria to Consider for all Development Agreements and Land Use By-Law Amendments

Appendix C – Draft Development Agreement

Appendix A – Zoning Map



Appendix B - General Criteria to Consider for all Development Agreements and Land Use By-Law Amendments

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy. Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed development agreement is consistent with the intent of the Municipal Planning Strategy to support tourism and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed development agreement is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	Staff do not expect any compatibility issues. The Development Agreement requires a setback of 75 feet between any development and the lot line.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable as no residential development is proposed.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	<p>The Department of Public Works were consulted and did not raise any concerns regarding the road and proposed increase in traffic volumes. An access permit was issued in February 2022 and was renewed in January 2023. Comments from March 2024 confirm that the access permit is expected to be renewed.</p> <p>A Traffic Impact Assessment was commissioned by a third party and forwarded by the third party to the Department of Public Works. The Department of Public Works indicated that they did not agree with the study and confirmed that they have no objections to the use from a traffic perspective.</p>

v. <i>the adequacy of fire protection services and equipment;</i>	The deputy Fire Chief confirmed that fire protection services are available to the subject property.
vi. <i>the adequacy of sewer and water services;</i>	<p>On-site sewer and water services will be required as no central services are available in this location. The development agreement requires these to be approved by the authority having jurisdiction being the provincial Department of Environment and Climate Change.</p> <p>Staff consulted directly with the Department related to water quantity in the area and no concerns were raised. The publicly-accessible well log database for other wells in the area did not have any information that would cause concern related to the water supply in the general area.</p>
vii. <i>the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Not expected.
viii. <i>negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The subject property is not within any wellfield protection areas.
ix. <i>pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial soil erosion controls during construction enforced by NSECC.
x. <i>negative impacts on lake water quality or nearby wetlands;</i>	No applicable.
xi. <i>negative impacts on neighbouring farm operations;</i>	Not expected to interfere with neighbouring farm operations. The development agreement requires measures to be put in place to mitigate potential impacts including increased setbacks. Staff consulted with the Department of Agriculture related to concerns raised by the public with regard to the spread of avian flu. The department did not indicate that they had any specific concerns related to the proliferation of avian flu due to the introduction of a campground. Materials reviewed by Staff related to the spread of avian flu have informed the restrictions in the DA including the prohibition of any open water amenities such as swimming pools or ponds.

<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.
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Appendix C - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

BREIEL HOLDINGS LTD, of CANNING, 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 Coldbrook, 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 55014534; and

WHEREAS the Property Owner wishes to use the Property for campground uses; and

WHEREAS the Property is situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Rural Mixed Use (A2) Zone on the Zoning Map of the Land Use By-law;

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and section 8.4.5 of the Land Use By-law 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 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 By-law

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) *Subdivision By-law* means By-law 60 of the Municipality, approved September 5, 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 Land Use By-law unless the context clearly indicates otherwise. Words not defined in the Land Use By-law but defined herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Camp site* means the area used by a member of the travelling public for accommodations either with the use of a recreational vehicle or other temporary structure such as a tent or within a permanent tourist cabin.
- (c) *Back country camp site* means an area used by a member of the travelling public for accommodations within a temporary structure such as a tent.
- (d) *Tourist cabin* means a structure intended for overnight accommodation for the travelling public and may include but is not limited to a recreational cabin as defined in the Land Use By-law, geodesic domes, tear drop style units, tunnel tents. Washroom and cooking facilities may be provided. Tourist cabins are not considered residential units.
- (e) *Amenity Building* means an accessory building that is accessory to the campground use and may include amenities for use by individuals staying at the campground including, but not limited to, kitchen and washroom facilities, laundry facilities, common areas for recreation, reading, meeting, or dining.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Permitted Uses and Requirements

That the Parties agree that a campground shall be developed on the Property consisting of no more than 100 camp sites in the following phases:

- (a) Phase 1 in the location indicated on Schedule B – Site Plan consisting of a maximum of 15 camp sites;
- (b) Phase 2 in the location indicated on Schedule B - Site Plan consisting of a maximum of 40 camp sites;
- (c) Phase 3 in the location indicated on Schedule B - Site Plan consisting of a maximum of 30 camp sites;
- (d) Any number of back country camp sites within the area identified as 'Back Country Camping' on Schedule B – Site Plan;
- (e) A building containing a commercial use within the area identified on Schedule B as Phase 1. The following commercial uses shall be permitted to be located within the building having a maximum gross floor area of 2,500 square feet:
 - i. Retail Store
 - ii. Restaurant
 - iii. Personal Service Shop
 - iv. Uses accessory to the campground
- (f) Amenity building having a maximum building footprint of 2,500 square feet and a maximum height of 25 feet and subject to the setback requirements outlined in section 2.2 Development Standards of this Agreement; and
- (g) Accessory uses and structures subject to the requirements for accessory buildings in the Rural Mixed Use (A2) Zone or the Development Standards outlined in section 2.2 of this Agreement, whichever are more stringent; and
- (h) A dwelling containing up to two residential units at the location identified as 41 Pengree Lane. This dwelling shall be considered the caretaker's residence on the Property.

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

2.2 Development Standards

All activity and development on the subject property shall be subject to the following Development Standards:

- (a) All activity, buildings, structures, and camp sites shall be subject to a 75 foot setback from all lot lines. For clarity, this is intended to be an area of no activity. No camp sites, camp fire areas, walking trails or other activities are permitted in this area;

- (b) All activity, buildings, structures and camp sites shall be located no closer than 250 feet from any existing dwelling that is not accessed by Pengree Lane;
- (c) No activity, buildings, structures, or camp sites shall be permitted within the area identified on Schedule B – Site plan as Pengree Cemetery. This area shall be fenced;
- (d) Notwithstanding 2.1(g), an accessory swimming pool or other accessory uses or structures that include an open water source shall not be permitted;
- (e) Tourist cabins are permitted to have a maximum building footprint of 500 square feet and a maximum height of 20 feet;
- (f) Signage indicating that no access is permitted shall be posted along the 75 foot setback within the areas identified as Phase 1, Phase 2, and Phase 3 at intervals no greater than 100 feet; and
- (g) One parking space shall be required on site for each camp site.

2.3 Site Plan

- (a) All uses enabled by this Agreement on the Property shall be developed in general conformance with Schedule B, Site Plan.

2.4 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 and maintain the Property in a neat and presentable condition.

2.5 Subdivision

Subdivision intended to reduce the size of the property shall not be permitted.

2.6 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as 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.

2.7 Vegetation

The area identified on Schedule B – Site plan as vegetative buffer is intended to be an area of no activity related to the permitted uses on the Property. Vegetation shall be permitted to grow naturally with little to no human intervention. Nothing in this section shall prevent the removal of damaged or diseased vegetation.

2.8 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 downwards and away from streets and neighbouring properties.

2.9 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 the Property Owner's expense.

2.10 Refuse Storage

Refuse associated with uses enabled by this Agreement shall be contained in an enclosed building, having a maximum height of 20 feet, until it is collected or transported to the area designated for collection.

2.11 Signage

Signage shall be permitted in accordance with the requirements for signs for all uses in the Commercial Recreation (P1) Zone.

2.12 On-Site Caretaker

An on-site caretaker shall reside in the existing dwelling on the Property and addressed as 41 Pengree Lane. Nothing in this agreement shall prevent the replacement of this dwelling on the subject property, subject to the requirements of the underlying zoning.

PART 3 CHANGES AND DISCHARGES

3.1 The following matters are not substantive and may be changed by Council without a public hearing:

- (a) the addition of commercial uses not listed in section 2.1(e) is not a substantive matter provided the proposed use is permitted in the Rural Commercial (C4) Zone; and
- (b) any changes to the Phasing outlined in this Agreement.

3.2 The following matters are substantive matters

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement.

3.3 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.

3.4 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.

3.5 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) as provided for in Section 3.4 of this Agreement; or
- (c) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the 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 and Phasing

- (a) 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.
- (b) The development of Phase 2 shall not be commenced until an approved on site sewage disposal system for the purposes of commercial dumping is installed.
- (c) The development of Phase 3 shall not be commenced until January 1, 2029 however, work related to this phase that does not require a permit may be permitted to occur at any time;
- (c) The following uses may be developed at any time following the issuance of a development permit for any number of camp sites associated with Phase 1

- i. The area identified on Schedule B – Site Plan as Back Country Camping;
- ii. Amenity Building and other accessory uses, buildings and activities identified in section 2.1 of this Agreement; and,
- iii. Commercial use permitted in section 2.1(e) of this Agreement.

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 60 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 By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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 Property Owner has obtained the approval of every other entity

which has an interest in the Lands whose authorization is required for the Property Owner 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 Onus For Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

5.8 Development Agreement Bound to Land

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

5.9 Assignment of Agreement

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

5.10 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, and all costs of advertising for and recording of any amendments.

5.11 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.

5.12 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.

5.13 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 designing 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

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

BREIEL HOLDINGS LTD

Witness

Julie Skaling

Witness

Date

SCHEDULE A – Property Description
Accessed via Property Online, December 14, 2023

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Scots Bay in the County of Kings in the Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point on the east bound of the Scots Bay Road (now known as Highway 358) where the same is intersected by the northerly bound of lands of Cyrus O. Steele, being formerly lands of William Jess;

THENCE in an easterly direction along the north bound of the Steele lands to the base line;

THENCE in a northerly direction thirty-six (36) rods along the base line to the southern bound of lands of Cyrus O. Steele, being formerly lands of George L. Jess;

THENCE in a westerly direction along the south bound of the Steele lands a distance of two hundred (200) rods to a stake, being the centre of the rear division;

THENCE in a northwesterly direction to a brook near a piece of land formerly owned by George L. Jess, called a flatiron piece;

THENCE in a southwesterly direction by the brook to the northeast corner of lands of C. Huntley, being formerly lands of Edward Comstock;

THENCE in a southerly direction along the eastern boundary of the Huntley lands to the northeast corner of lands of Elmer L. Tupper;

THENCE continuing in a prolongation of the said line a distance of seventeen (17) rods four (4) feet to an iron stake;

THENCE in a westerly direction a distance of twelve (12) rods to an iron stake;

THENCE in a southerly direction to the east bound of the Scots Bay Road (now known as Highway 358);

THENCE continuing along in a southeasterly direction along the east bound of the Scots Bay Road (Highway No. 358) to the place of BEGINNING.

BEING AND INTENDED TO BE a portion of those lands as conveyed by Ruby E. Tupper to Elmer L. Tupper by Deed dated November 9, 1942 and recorded on August 5, 1944 in the Kings County Registry of Deeds in Book 166 at Page 340.

AND FURTHER BEING AND INTENDED TO BE those same lands conveyed by Elmer L. Tupper and his wife Gertrude Alice Tupper to their son Weldon R. Tupper and his wife L. Althea Tupper, as Joint Tenants, by Warranty Deed dated August 30, 1971 and recorded on August 31, 1971 in the Kings County Registry of Deeds in Book 307 at Page 52 as Document No. 7598.

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following six (6) parcels of land:

EXCEPTION NO. 1 (PID 55000574)

Those lands conveyed by Elmer L. Tupper and his wife Gertrude Tupper to Theodore Dykens by

Warranty Deed dated July 4, 1964 and recorded on July 29, 1964 in the Kings County Registry of Deeds in Book 229 at Page 82 as Document No. 53886. This 1964 conveyance was not referenced as an exception in the 1971 Deed from Elmer and Gertrude Tupper to Weldon and Althea Tupper recorded in Book 307 at Page 52.

EXCEPTION NO. 2 (PID 55014542)

Those lands conveyed by Weldon R. Tupper and L. Althea Tupper to Hubert J. Tupper by Warranty Deed dated May 15, 1974 and recorded on August 15, 1974 in the Kings County Registry of Deeds in Book 365 at Page 651 as Document No. 6753.

EXCEPTION NO. 3 (PID 55014559)

Those lands conveyed by Weldon R. Tupper and Althea L. Tupper to Cyrus S. MacLatchy and Ann M. MacLatchy by Warranty Deed dated July 30, 1977 and recorded on March 1, 1978 in the Kings County Registry of Deeds in Book 435 at Page 490 as Document No. 1834.

EXCEPTION NO. 4 (PID 55000558)

Those lands conveyed by Weldon Tupper and Althea Tupper to Patrick William Delaney and Sharon Lucille Delaney by Warranty Deed dated May 31, 1977 and recorded on April 21, 1978 in the Kings County Registry of Deeds in Book 438 at Page 143 as Document No. 3513.

EXCEPTION NO. 5 (PID 55014567)

Those lands conveyed by Weldon Tupper and Althea Tupper to Theodore Dykens by Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934.

EXCEPTION NO. 6 (PID 55000566)

Those lands conveyed by Weldon R. Tupper and Althea Tupper to M. Gail Longley by Warranty Deed dated February 12, 1982 and recorded on March 5, 1982 in the Kings County Registry of Deeds in Book 536 at Page 653 as Document No. 1710.

ALL OF THE ABOVE (the original 100 acre block of land minus all 6 exceptions) is now believed to contain between 85 and 90 acres, more or less.

AND ALSO

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

BEGINNING at a Witness Set Survey Marker 2.0 feet from road right-of-way on a private unpaved road ten (10) feet wide (Ref. - Deed in Book 229, Page 82) approximately 0.4 +/- from the Scotts Bay Road on the land of Weldon R. Tupper;

THENCE Easterly 305 Feet; more or less, on a line parallel and approximately 5 feet from the center of the said private road to a Set Survey Marker by 4 feet high angle iron 2 feet from the edge of the road right-of-way (witness);

THENCE N05 degrees 15 minutes 00 seconds E a distance of 200 feet to a Set Survey Marker and iron stake Found by 4 feet high angle iron;

THENCE N87 degrees 27 minutes 10 seconds W a distance of 105.67 feet to a Set Survey Marker;

THENCE S55 degrees 40 minutes 00 seconds W a distance of 244.41 feet to a Set Survey Marker;

THENCE S07 degrees 05 minutes 30 seconds W a distance of 69.26 feet to a Witness Set Survey Marker at the place of BEGINNING.

BEING AND INTENDED TO BE that same lot of land shown on a Plan Survey as "Parcel "W.R.T.-1"" as prepared by Valley Surveys Limited (Frank Longstaff - N.S.L.S NO. 279), Plan No. 81-1385 under date of 14 December 1981.

AND ALSO

ALL that certain lot, piece of parcel of land situate on the east side of the main highway at Scotts Bay, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING at an iron stake set on the north side of a Right-of Way four tenths mile from the east road limit of the main highway at Scotts Bay, aforesaid, on land of Weldon Tupper;

THENCE in an easterly direction along the north side of said Right-of-Way Two Hundred and Five (205) feet to an iron stake;

THENCE in a northerly direction a distance of One Hundred and Fifty (150) feet to an iron stake;

THENCE westerly a distance of Two Hundred and Five (205) feet to an iron stake;

THENCE southerly a distance of Two Hundred and Five (205) feet to the place of beginning.

BENEFITS

FIRST BENEFIT

Together with an easement/right-of-way benefit described in Book 435 Page 490 as follows:

"Together With the right to obtain water on land of Weldon Tupper within Five Hundred feet of the above boundary line".

SECOND BENEFIT (Servient PID 55014567)

TOGETHER WITH the benefit of the reservation of a right of way crossing lands conveyed by Weldon and Althea Tupper to Theodore Dykens in the Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934, said right of way crossing the land therein conveyed in a northeast-southwest direction beginning at the northeast corner of the said conveyed lands.

BURDEN NO. 1 (Dominant PID 55000574)

SUBJECT TO a right of way granted in the Warranty Deed from Elmer L. Tupper and Gertrude Tupper to Theodore Dykens dated July 4, 1964 and recorded on July 29, 1964 in the Kings County Registry of Deeds at Book 229 at Page 82 under Document No. 53886, and therein stated to be a perpetual right of way

from the said conveyed lands for Theodore Dykens, his servants, agents, heirs and assigns, both for themselves, their animals and vehicles and at all times, along the farm road running east and west on the lands of Elmer L. Tupper to the main road and being approximately 10 feet in width throughout, and being and intended to be for the benefit of the lands on which the said Theodore Dykens has built a cottage.

BURDEN NO. 2 (Dominant PID 55014542)

SUBJECT TO a right of way granted in the Warranty Deed from Weldon R. Tupper and L. Althea Tupper to Hubert J. Tupper dated May 15, 1974 and recorded on August 15, 1974 in the Kings County Registry of Deeds in Book 365 at Page 651 as Document No. 6753, and therein stated to be a right of way in common with Weldon Tupper, his heirs and assigns over the existing roadway leading from Scots Bay Road over the Weldon Tupper property to the lands herein conveyed. The intended use of this right of way is to allow access and egress to the dwelling to be constructed thereon by Hubert J. Tupper; and this grant of right of way shall terminate if the right of way is used otherwise than for its present contemplated use.

BURDEN NO. 3 (Dominant PID 55014559)

SUBJECT TO water rights granted to Cyrus S. MacLatchy and Ann M. MacLatchy by Weldon R. Tupper and Althea L. Tupper by Warranty Deed dated July 30, 1977 and recorded on March 1, 1978 in the Kings County Registry of Deeds in Book 435 at page 490 under Document No. 1834, and therein stated to be the right to obtain water on land of Weldon Tupper within five hundred (500) feet of the boundary lines of the lot so conveyed to MacLatchy by Tupper.

BURDEN NO. 4 (Dominant PID 55000558)

SUBJECT TO water rights granted to Patrick William Delaney and Sharon Lucille Delaney by Weldon Tupper and Althea Tupper by Warranty Deed dated May 31, 1977 and recorded on April 21, 1978 in the Kings County Registry of Deeds in Book 438 at Page 143 as Document No. 3513, and therein referenced as water rights within five hundred (500) feet from the boundary of the lands therein conveyed to Delaney by Tupper.

BURDEN NO. 5 (Dominant PID 55014567)

SUBJECT TO water rights granted to Theodore Dykens by Weldon Tupper and Althea Tupper in a Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934, and therein referenced as the right to obtain water from lands of Weldon Tupper, his heirs and assigns, by means of piping across said property at any place necessary.

BURDEN NO. 6 (Dominant PID 55000558)

SUBJECT TO a right of way granted by Weldon Tupper and Althea Tupper to Patrick W. Delaney and Sharon L. Delaney dated September 28, 1988 and recorded on September 29, 1988 in the Kings County Registry of Deeds in Book 753 at Page 379 as Document No. 14874, and therein conveying to the Grantees a perpetual right of way across lands of the Grantors situate at Scots Bay in the County of Kings and Province of Nova Scotia, their servants, agents, heirs and assigns, both for themselves, their animals and their vehicles and at all times, along the farm road running east and west on the lands of Weldon and Althea Tupper to the main road, and being approximately ten (10) feet in width throughout.

BURDEN NO. 7 (Dominant PID 55014526)

SUBJECT TO a Water Rights Agreement and Easement between Robert Walter Tupper and Belinda Darlene Tupper, spouses, of the One Part and Weldon R. Tupper and L. Althea Tupper, spouses, of the Other Part, dated January 29, 1993 and recorded on that same date in the Kings County Registry of

Deeds in Book 930 at Page 642 as Document No. 619. All rights and obligations of Robert Walter Tupper and Belinda Darlene Tupper are referenced in detail in this Easement Agreement which runs with and forms a burden on the lands of Weldon and Althea Tupper therein described, to the benefit of the adjoining lands of Robert and Belinda Tupper as therein described.

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

Exemption:

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

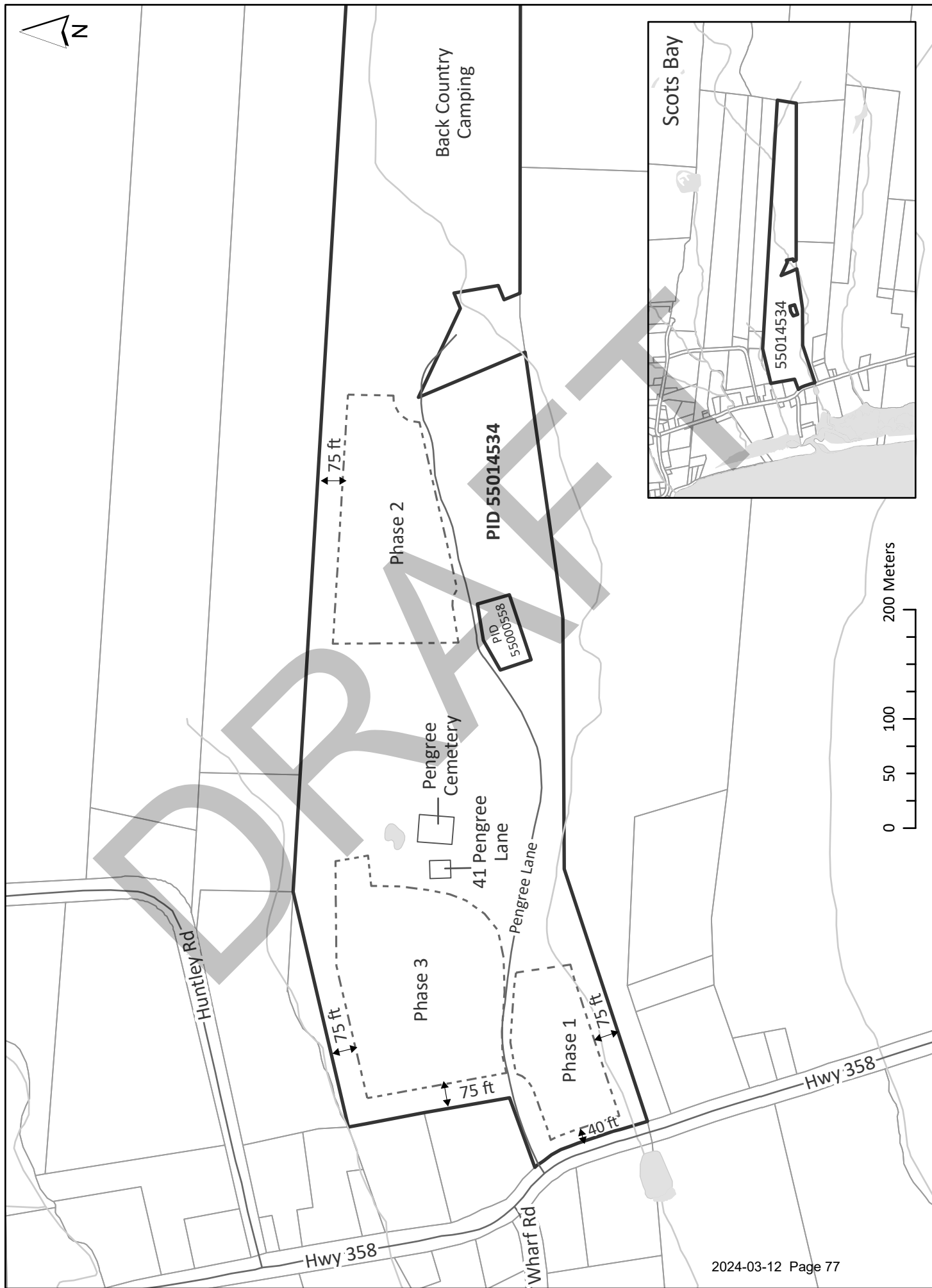
Reason for exemption:

Clause 268(2)(a) where all lots to be created, including the remainder lot exceed ten hectares in area.

DRAFT

Schedule B - Site Plan

Application 21-25
PID 55014534



Municipality of the County of Kings

Report to the Planning Advisory Committee

Application for a Development Agreement to permit additional residential units in dwellings under construction on Aldershot Road (PID: 55046056), North Kentville

(File #23-09)

March 12, 2024

Prepared by: Planning and Development Services

Applicant	Caleb Howden
Land Owner	YL Oilers Holding Corporation
Proposal	Development Agreement to permit additional residential units
Location	Aldershot Road (PID: 55046056), North Kentville
Lot Area	1.49 Acres (64,904 sq. feet)
Designation	Residential
Zone	Residential Mixed Density
Surrounding Uses	Residential uses
Neighbour Notification	87 notification letters were sent to property owners within 500 feet of the subject property.

1. PROPOSAL

Caleb Howden on behalf of YL Oilers Holding Corporation has submitted an application to enter into a development agreement to permit the conversion of proposed attic spaces of four multi-unit dwellings currently under construction on the subject property located at Aldershot Road, North Kentville into additional residential units. The multi-unit dwellings currently under construction contain 8 units each, the development agreement would enable the applicant to add an additional 4 units to each dwelling resulting in 16 additional residential units and a total of 48 units on the subject property.

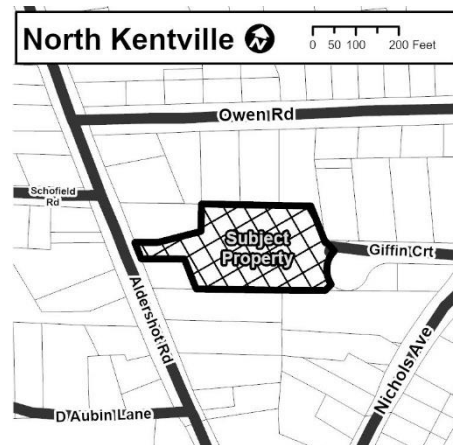


Figure 1: Subject Property

2. OPTIONS

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

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

3. 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 to and hold a Public Hearing regarding entering into a Development Agreement to permit 16 additional residential units within 4 approved multi-unit dwellings on the property located at Aldershot Road (PID: 55046056), North Kentville which is substantively the same (save for minor differences in form) as the draft set out in Appendix F of the report dated March 12, 2024.

4. BACKGROUND

YL Oilers Holding Corporation purchased the subject property in 2021 intending to construct multi-unit dwellings. Four multi-unit dwellings sharing a common underground parking structure are currently under construction on the subject property. The dwellings were initially proposed to be two-storey structures with an attic space, containing 8 units each for a total of 32 residential units on the property. The applicant, however, submitted an application for a development agreement in August 2023 requesting to permit the conversion of the attic spaces of the dwellings into additional residential units. This would lead to the addition of 4 residential units to each dwelling resulting in a total of 48 units on the subject property. Each multi-unit dwelling has a separate entrance which can be accessed via Aldershot Road or Giffin Court. Parking for the units is proposed in the common basement and a few visitors and barrier-free parking spaces are provided at grade near the two entrances. The dwellings can also be accessed via the common basement through staircases and elevators, however, vehicular access to the basement is only provided from Aldershot Road.

The subject property is located within the Residential Mixed Density (R3) Zone which permits a variety of residential uses and a few non-residential uses. The applicant's initial proposal to build 32 residential units within 4 multi-unit dwellings is permitted as of right on the subject property, however, the proposal to add an additional 16 units can only be considered through a development agreement.

5. SITE INFORMATION

The subject property is located within the Growth Centre of North Kentville and has a lot area of 1.49 acres. As mentioned previously, the property has two frontages, one on Aldershot Road measuring approximately 41 feet and the other on Giffin Court measuring approximately 85 feet. From Aldershot

Road, the 41-foot-wide entry gradually widens over a span of 100 feet, forming a brief accessway before revealing the main developable area of the site. The Department of Public Works requires the applicant to share this accessway with property owners on either side of the access. The majority of the developable area has been excavated to lay out the foundation and basement. Retaining walls run along the south, southeast and north boundaries of the property. Stormwater tanks and drains for the development were installed in 2022. Vegetation on the property was scarce and was cleared for construction. The proposed design includes landscaped green spaces with walkways, park benches, outdoor recreation spaces etc.

The neighbouring properties are also in the same zone as the subject property and are developed primarily with residential one unit dwellings. Residential Multi-unit (R4), Residential One and Two Unit (R2), Institutional (I1), Mixed Commercial Residential (C3), General Commercial (C1) Zones and the Town of Kentville are also found within proximity.



Figure 2: View of the Subject Property

6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerns a development agreement for a new use. A PIM was held on October 24, 2023, at the Council Chambers of the Municipal Administration Building. Ten members of the public were present at the meeting. A recording of the presentation was also made and uploaded to the municipal website and it has been available for viewing since that time.

A total of 87 property owners within 500 feet of the subject property were notified of the planning application and the associated meeting via letter mail. An advertisement was also placed in the October 17, 2023, edition of the *Valley Journal Advertiser* providing details about the PIM.

Most of the concerns and questions received during the meeting were regarding the potential increase in traffic, emergency access and potential changes to the property values in the neighbourhood as a result of this development. Questions and concerns regarding access, parking, water supply, garbage collection, stormwater runoff, types of units provided, whether the units would be pet-friendly, population increase in the area as a result of the development, and the impact of the proposed development on a quiet neighbourhood were also received during the meeting.

7. POLICY REVIEW

7.1 Land Use By-Law

In order for Council to be able to consider a development agreement, the Municipal Government Act ('MGA') requires that this ability be outlined within the Land Use By-law ('LUB'). Section 4.5.5 of the LUB states that,

***Section 4.5.5** Uses Considered by Development Agreement Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Residential Mixed Density (R3) Zone.*

(d) High density residential development and new or expanded mini-home parks in accordance with policy 3.1.10 of the Municipal Planning Strategy

A residential development is considered high density if it exceeds the density permitted within the Residential Multi-unit (R4) Zone, which is set at approximately 24 units per acre. In this case, the density of the proposed development, with 48 units on 1.49 acres, is greater than the density permitted within the Residential Multi-unit (R4) Zone and is therefore considered a high density development.

7.2 Enabling Policy

Policy 3.1.10 of the MPS enables the council to consider entering into a development agreement to permit high density residential development in all zones within the Residential Designation. An amendment to this policy was approved by the Council at its session on February 6, 2024. The amendment has been forwarded to the Provincial Director of Planning for review, as a result, currently both the original and the amended policy are in effect. The original policy is attached in Appendix D of this report and the amended policy is as follows:

Council Shall

***Policy 3.1.10** consider only by development agreement proposals for residential development that exceeds the permitted density or height permitted under the Land Use By-law in the Residential Designation. In evaluating such development agreements, Council shall be satisfied that:*

(a) the proposal has frontage on or near a collector road;

The proposed development has two frontages, one on Aldershot Road which is a collector road and the other on Giffin Court which is a local road.

(b) the design, scale and location of buildings is sensitive to surrounding land uses;

The scale and design of the building are not expected to change drastically with the addition of the 16 units. The initial proposal for 32 units which was permitted as-of-right within the zone was proposed to be contained within four multi-unit dwellings reaching a height of just over 31 feet. The additional units are proposed to be located within the attic spaces of the four approved dwellings which will result in a

slight increase in the height (32 feet 6 inches) without any change to the other dimensions, design or location of the buildings. This change in height would still meet the height requirement of the underlying zoning which permits a maximum height of up to 35 feet. Staff believe the design provides an appropriate transition to the surrounding areas, the proposed design instead of concentrating all the units within a single structure breaks down the development into four separate multi-unit dwellings with amenity spaces provided between the buildings. The façade details shown on the elevation drawing also indicate a vernacular style which is expected to be sensitive to the neighbourhood character.

(c) if the use is a listed, permitted use the condition that prevents the proposal from being permitted as-of-right in the designation is addressed by the development agreement including but not limited to enhanced buffering and the positioning and design of buildings and structures; and

Based on the area (1.49 acres) of the subject property the applicant could have developed up to 32 units (which was the initial proposal) without requiring a development agreement. The need for the development agreement emerged with the applicant proposing to add 16 additional units to the proposed development resulting in 48 units. As mentioned earlier, this addition would not result in any substantial changes to the initial design, scale or location of the buildings. A rezoning option to the higher density Residential Multi-unit (R4) Zone was explored, however, this is not possible as 48 units would still require approximately 1.98 acres in the Residential Multi-unit (R4) Zone. The draft development agreement is attached in Appendix E of this report.

(d) the proposal meets the general development criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law.

This is explained in detail in section 7.4 and in Appendix E.

7.3 Supporting Policies

The proposed development will be located within the Growth Centre of North Kentville and will be consistent with Council's intention to concentrate new developments within the Growth Centres in order to protect the rural and agricultural areas. This intention is outlined within various sections of the Municipal Planning Strategy (MPS) which are stated below:

Section 1.1 Vision, the Vision Statement on Settlement, one of the key priorities states *"Concentrate new commercial and residential development, including mixed uses, in the Growth Centres with clearly defined boundaries"*

Section 2.1 Growth Centres, the objective related to the theme of agriculture/ rural areas and natural areas states *"To protect agricultural land and rural character by directing development to clearly defined Growth Centres"*

Section 3.1 Residential Designation, the objective related to the theme of agriculture/ rural areas and natural areas states *"To discourage urban developments in rural areas by providing a variety of development opportunities within Growth Centres"*

Within the Growth Centre, the development can make efficient use of the existing Municipal sewer infrastructure and the water supply from the Town of Kentville. This will be consistent with Council's intention to maximise infrastructure efficiencies by directing development to Growth Centres. The following objectives outline this intention:

Section 2.1 Growth Centres, the objective related to the theme of Settlement states *"To provide a wide range of urban development and business opportunities supported by cost-effective municipal services"*

Section 2.3 Infrastructure, the objective related to the theme of settlement states *"To make use of existing infrastructure located within Growth Centres"*

The proposed development has frontage on Aldershot Road, which is the main transportation corridor in the area, permitting a higher density development on this corridor would be consistent with Council's visions related to transportation. Enabling this development in the proposed location can help maximise the efficiency of the existing transportation infrastructure and can also aid in creating compact complete communities. The relevant objectives supporting this intention are stated below:

Section 2.1 Growth centres, objective related to the theme of transportation *"To promote the development of compact, complete communities with accessible and active transportation options"*

Section 2.3 Infrastructure, objective related to the theme of transportation *"To efficiently use transportation infrastructure by encouraging greater development densities along transit routes and major transportation routes"*

Section 3.1 Residential Designation, objective related to the theme of transportation states *"To encourage higher-density development adjacent to main transportation corridors"*

With regard to housing, section 1.1 Vision, one of the settlement priorities states *"Enable and encourage a diversity of housing throughout the region"*. The proposed development will be consistent with this vision as it would help create additional housing options and would also help increase housing stock in the region. The intention is also mentioned within section 3.1 Residential Designation where the objective related to the theme of healthy communities states *"To provide a wide range of housing choices, including affordable housing"*. Further to this, the settlement priority within the same section also states, *"To accommodate a wide range of housing options, including opportunities for mixed uses and increased densities in areas where urban services are efficient to deliver"*. This objective also summarises the other intents mentioned above.

7.4 General Policies

Section 5.3.7 of the Municipal Planning Strategy (By-law #105) contains various criteria to be used when assessing a planning application. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. There are no costs to the Municipality because of the proposed development and the development is compatible with the surrounding land

uses. There are adequate services to support the development and there are no concerns regarding traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix E.

8. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached in Appendix F of this report. The main content includes:

- Enables four multi-unit dwellings containing 12 units per dwelling
- Regulates the height and location of the dwellings
- Requires the provision of amenity spaces between the buildings

9. CONCLUSION

The proposed development is in keeping with the intent of the Municipal Planning Strategy including the general criteria for all development agreements. The proposal would help create additional housing within the region and increase the efficiency of the existing infrastructure. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

10. APPENDICES

Appendix A – Zoning and Future Land Use Maps

Appendix B – Photographs of the Site

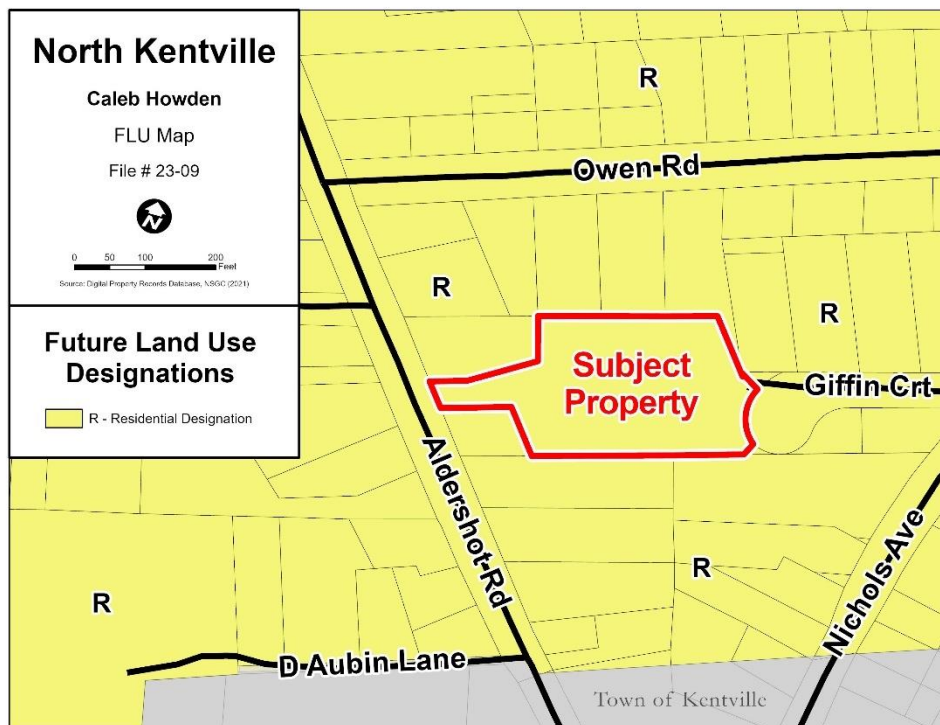
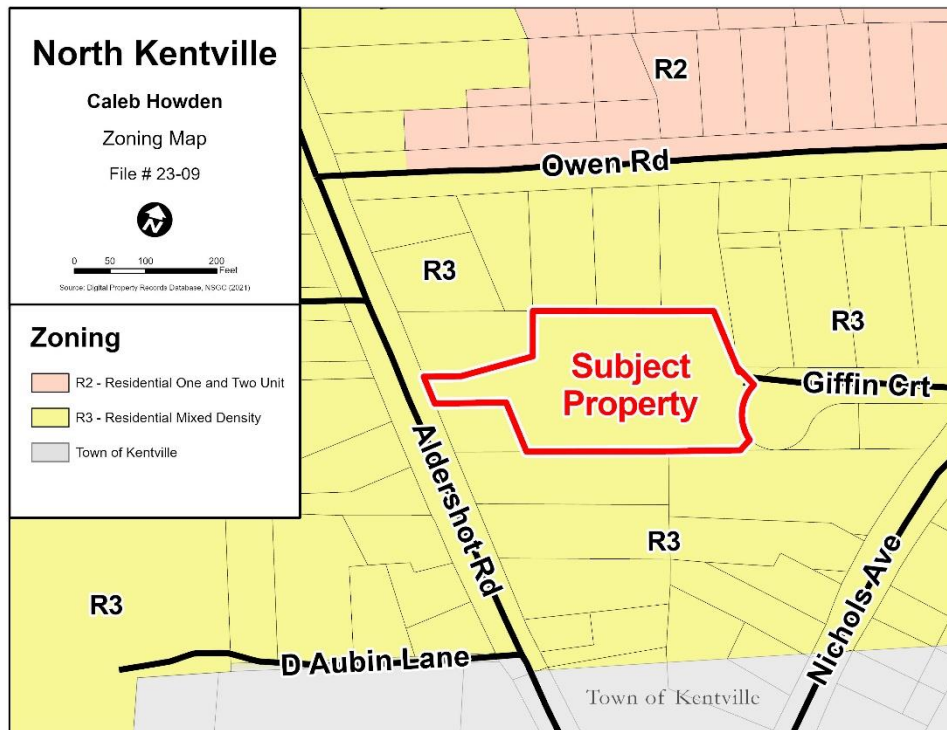
Appendix C – Elevation Drawings

Appendix D – Policy 3.1.10 Original

Appendix E – General Criteria for Development Agreements and Amending the Land Use By-Law

Appendix F - Draft Development Agreement

Appendix A-Zoning and Future Land Use Maps



Appendix B – Photographs of the Site



Access from Aldershot Road and neighbouring dwelling to the north of the access



Neighbouring dwellings to the south of the access



Southwest view

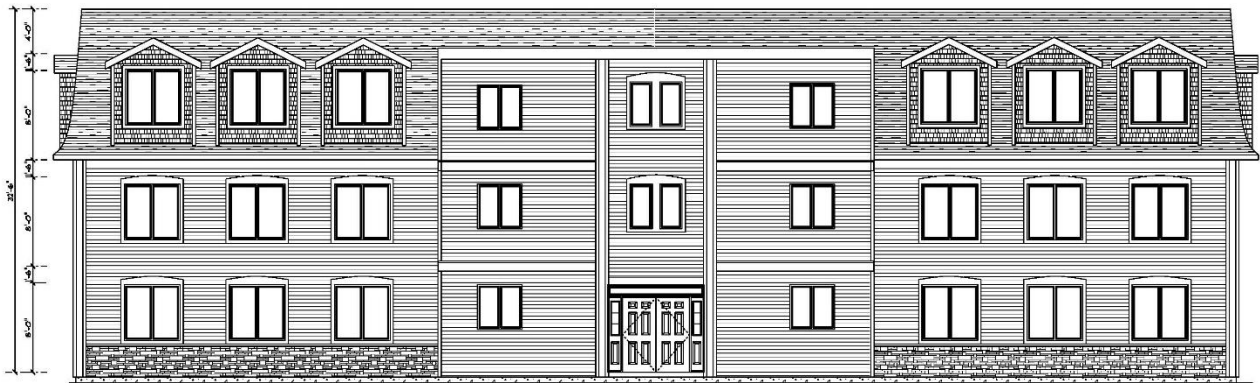


View of the North side

Appendix C – Elevation Drawings



8-unit front elevation, Height: 31'1"



12-unit front elevation, Height: 32'6"

Appendix D – Policy 3.1.10 Original

Council Shall

Policy 3.1.10 *consider only by development agreement proposals for high-density residential development and new mini-home parks or expanded mini-home or mobile-home parks in the Residential Designation. In evaluating such development agreements, Council shall be satisfied that:*

(a) the proposal for a new mini-home park or high-density development has frontage on a collector road;

This has been addressed in section 7.2 of the report

(b) access to a proposal for a new mini-home park or high-density development is not through any low-density neighbourhoods;

The property can be accessed via Aldershot Road or Giffin Court. Aldershot Road is a main transportation corridor which according to the MPS is intended for greater development densities. The neighbourhood around Giffin Court, while developed with low density, is located in the same zone as the subject property and therefore cannot be classified as a low density neighbourhood.

(c) the design, scale and location of buildings is sensitive to the character of and provides an appropriate transition to the surrounding areas;

Addressed in section 7.2

(d) if the use is a listed, permitted use the condition that prevents the proposal from being permitted as-of-right in the designation is addressed by the development agreement including but not limited to enhanced buffering and the positioning and design of buildings and structures; and

Addressed in section 7.2

(e) the proposal meets the general development agreement criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law.

Addressed in section 7.2

Appendix E – General Criteria

General Development Agreement Criteria Policy 5.3.7 Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy. Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed development agreement is consistent with the intent of the Municipal Planning Strategy and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposal is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed residential development will be compatible with the surrounding residential land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The development is within proximity to school, recreation and other community facilities.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Public Works has confirmed the adequacy of the road network and did not indicate any concerns regarding traffic hazards or congestion.
<i>v. the adequacy of fire protection services and equipment;</i>	Kentville Fire Chief has indicated that fire services and equipment are adequate to service the development.
<i>vi. the adequacy of sewer and water services;</i>	A 200mm Sewer Line and Manhole were constructed as part of the project in 2022. The Municipal Engineering Department has no concerns with the additional 16 units being added to this system. The Town of Kentville has confirmed the adequacy of water services to support the proposed development.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	The Municipal Engineering Department has confirmed that the addition of 4 units per building will have no impact on the management

	of stormwater and that the original design for stormwater management remains adequate.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The property is not located within any identified wellfield protection overlay.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial soil erosion controls during any construction which are enforced by NSECC.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	The property is not located within proximity to any lakes or wetlands.
<i>xi. negative impacts on neighbouring farm operations;</i>	There are no farms in proximity to the subject property.
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

Appendix F – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

YL OILERS HOLDING CORPORATION, of Kentville, 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 Coldbrook, 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 55046056; and

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

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential Mixed Density (R3) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.1.10 of the Municipal Planning Strategy and section 4.5.5 (d) of the Land Use By-law 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 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 By-law

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) *Subdivision By-law* means By-law 60 of the Municipality, approved September 5, 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 Land Use By-law unless the context clearly indicates otherwise. Words not defined in the Land Use By-law but defined herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) Four multi-unit dwellings containing no more than twelve (12) residential units per dwelling in the locations labelled as Building A, B, C and D on Schedule B Site Plan; and the maximum height of the dwellings shall be limited to 35 feet.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law 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 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 and maintain the Property in a neat and presentable condition.

2.4 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are permitted.

2.5 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site 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.

2.6 Amenity Spaces

The area identified on Schedule B, Site Plan as AMENITY SPACE shall serve as amenity space. The property owner is expected to provide amenities including but not limited to seating areas, dining areas, landscaping etc.

2.7 Vegetation

The areas identified on Schedule B, Site Plan as VEGETATION shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

2.8 Lighting

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

2.9 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 the Property Owner's expense.

2.10 Solid Waste

Garbage shall be stored in a designated, enclosed area within the main building until pickup. The property owner shall be responsible for collaborating with the authority responsible for garbage collection services in the area for the timely pickup and disposal of solid waste from the property.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement.

3.3 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 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.

3.4 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the 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 until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

4.2 Record Drawings

- (a) 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.
- (b) Record drawings for stormwater management shall be submitted to the Development Officer prior to any occupancy.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 60 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;
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

PART 5 COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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 Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner 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 Onus for Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 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, and all costs of advertising for and recording of any amendments.

5.9 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.

5.10 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.

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 designing officers of the Municipality of the County of Kings, duly authorized on that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

YL OILERS HOLDING CORPORATION

In the presence of:

Witness

Benjamin Howden

Date

Witness

Carol Howden

Date

Schedule A – Property Description

(Source: Property online, accessed November 2023)

Registration County: KINGS COUNTY

Street/Place Name: ALDERSHOT ROAD /NORTH KENTVILLE

Title of Plan: PLAN OF S/D LOT 2020-1 LAND OF DONNA MARIE TAYLOR MILLETT REMAINING LANDS
PARCEL C TO BE ADDED TO LOT 6 LAND OF DONNA MARIE TAYLOR MILLETT TO FORM LOT 2020-2
ALDERSHOT RD NORTH KENTVILLE

Designation of Parcel on Plan: LOT 2020-2

Registration Number of Plan: 117526195

Registration Date of Plan: 2020-11-27 14:55:15

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

Compliance:

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

Registration District: KINGS COUNTY

Registration Year: 2020

Plan or Document Number: 117526195

Schedule B – Site Plan

