MUNICIPALITY of the COUNTY of KINGS

Planning Advisory Committee

Tuesday November 10, 2026 at 1:00 p.m.
Council Chambers
181 Coldbrook Village Park Drive

A G E N D A

1. Meeting to Order

2. Roll Call & Land Acknowledgement

3. Approval of the Agenda

4. Disclosure of Conflict-of-Interest Issues

5. Approval of Minutes
   a. October 13, 2026 — Page 2

6. Business Arising from the Minutes

7. Business
   a. Application to enter into a development agreement at 162 Jones Road, (PID 55205579), New Minas, to permit the expansion of a non-conforming residential use in a non-conforming structure (File 24-17, Peri Bowman) — Page 5

   b. Application to rezone a 1.18 acre portion of 2796 Highway 1, (PID 55134662), Aylesford, zoned Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone (File 26-09, Peri Bowman) — Page 30

   c. Application to enter into a development agreement at 5 Cranberry Point Lane, (PID 55040828), Halls Harbour, to permit the relocation of an existing cabin and shed (File 26-15, Melissa Chunick) — Page 42

8. Other Business
   a. Planning Ask Me Anything

9. Comments from the Public

10. Date of Next Meeting: December 8, 2026

11. Adjournment

Accommodations are available for this meeting: please submit your request at www.countyofkings.ca/accommodationsrequest

Land Acknowledgement

The Municipality of the County of Kings is in Mi'kma'ki, the ancestral, unceded, and current territory of the Mi'kmaq Peoples. The Municipality of the County of Kings is a neighbour to Jijiktukwej L'nue'kati and Glooscap First Nation, as well as a diverse urban and rural Indigenous population. We are all treaty people and commit to upholding the Peace and Friendship Treaties and working towards reconciliation in all areas of the Municipality.

THE MUNICIPALITY OF THE COUNTY OF KINGS
PLANNING ADVISORY COMMITTEE
October 13, 2026
DRAFT MINUTES

Meeting, Date and Time

A meeting of the Planning Advisory Committee was held on October 13, 2026, at 1 pm in the Council Chambers, Municipal Complex, Coldbrook, Nova Scotia.

Attendance

Committee Members:
Councillor Emily Lutz - Chair
Councillor Riley Peckford – Vice Chair
Councillor Doug Gates
Deputy Mayor Everett MacPherson
Erik Deal – Citizen Member
Kate Friars – Citizen Member
Logan Morse – Citizen Member

Staff:
Trish Javorek – Director, Planning and Inspections
Laura Mosher – Manager, Planning Services
Alice Jacob – Planner
Melissa Chunick – Planner
Cyenna Link – Administrative Assistant/Recording Secretary

Members of Council:
Councillor Christina Sappington

Public:
None.

Regrets:
None.

1. **Meeting to Order**

The Chair called the meeting to order at 1 pm.

2. **Roll Call & Land Acknowledgement**

All Members of the Planning Advisory Committee were in attendance. The Chair, Councillor Lutz read the Land Acknowledgement per Policy ADMIN 01-025: Land Acknowledgement.

3. **Amendments to Agenda**

None.

4. **Approval of Agenda**

On motion of Councillor Peckford and Deputy Mayor MacPherson that Planning Advisory Committee approve the October 13, 2026, agenda as circulated.

Motion Carried.

5. **Disclosure of Conflict of Interest Issues**

Citizen Member Morse declared a Conflict of Interest related to item 8c: Application to rezone PID 55467203 (no civic), Highway 359, Centreville, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone (File 26-18).

6. **Approval of Minutes**

On motion of Councillor Gates and Citizen Member Deal that the minutes of the September 8, 2026 Planning Advisory Committee meeting be approved as circulated.

Motion Carried.

7. **Business Arising from Minutes**

There was no business arising from the September 8, 2026 minutes.

8. **New Business**

8a. **Application to rezone a portion of 1099 Station Road (PID 55439848), Aylesford, from the Light Industrial Commercial (M1) Zone to the Residential Mixed Density (R3) Zone (File 25-25, Alice Jacob)**

Alice Jacob, Planner, presented an application from Andy Hutt and Licia Wack, to rezone a portion of 1099 Station Road (PID 55439848), Aylesford from the Light Industrial (M1) Zone to the Residential Mixed Density (R3) Zone to permit residential development.

Deputy Mayor asked for clarification regarding the setback requirements and depth for the subject site. Staff clarified that the total depth is 64 feet, with 20 feet front and rear setbacks and 4 feet side setbacks.

On motion of Citizen Member Deal and Deputy Mayor MacPherson, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone a portion of the property located at 1099 Station Road (PID 55439848), Aylesford, from the Light Industrial Commercial (M1) Zone to the Residential Mixed Density (R3) Zone, as described in Appendix D of the report dated October 13, 2026.

Motion Carried.

Councillor Gates left the meeting at 1:24pm.

8b. **Application to rezone 9362 Commercial Street (PID 55209563), New Minas, from the General Commercial (C1) Zone to the Mixed Commercial Residential (C3) Zone (File 26-14, Alice Jacob)**

Alice Jacob, Planner, presented an application by Sami Jreige on behalf of CSAR Holdings Ltd., to rezone 9362 Commercial Street (PID 55209563), New Minas, from the General Commercial (C1) Zone to the Mixed Commercial Residential (C3) Zone to bring a four-unit dwelling into compliance with the Land Use By-Law.

On motion of Councillor Peckford and Citizen Member Friars, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone the property located at 9362 Commercial Street (PID 55209563), New Minas, from the General Commercial (C1) Zone to the Mixed Commercial Residential (C3) Zone, as described in Appendix D of the report dated October 13, 2026.

Motion Carried.

8c.	**Application to rezone PID 55467203 (no civic), Highway 359, Centreville, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone (File 26-18, Melissa Chunick)**	Citizen Member Morse left his seat due to a declared Conflict of Interest. Melissa Chunick, Planner, presented an application from Logan Morse to rezone a vacant parcel on Highway 359 in Centreville, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone to permit the development of a four-unit dwelling. **On motion of Citizen Member Deal and Citizen Member Friars, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone a vacant parcel on Highway 359 (PID 55467203), Centreville, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone to permit the construction of a four-unit dwelling as described in Appendix C of the report dated October 13, 2026.** **Motion Carried.** **Citizen Member Morse did not vote due to Conflict of Interest and returned to his seat after the vote concluded.**
9.	**Other Business**	Planning Ask Me Anything Deputy Mayor asked for clarification regarding the type of recourse that the Municipality has when individuals build without a permit. A general discussion occurred regarding the process staff follow when violations of the Land Use By-law are found. Councillor Sappington asked Staff how the Storm Water Management policy is implemented. Staff clarified that at the time of permitting, applicants are required to submit a storm water management plan by a Licensed Engineer.
11.	**Comments from the Public**	None.
12.	**Date of Next Meeting**	November 10, 2026, 1pm, in Council Chambers.
13.	**Adjournment**	**On motion of Councillor Peckford and Citizen Member Deal, there being no further business, the meeting adjourned at 2:00pm** **Motion Carried.**
	Minutes Approved:	Planning Advisory Committee [Date of meeting when minutes were approved]

MUNICIPALITY of the COUNTY of KINGS

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

Application to enter into a development agreement to permit the expansion of a non-conforming residential use in a non-conforming structure from 5 residential units to 9 residential units at 162 Jones Road (PID 55205579), New Minas
(File #24-17)
November 10, 2026
Prepared by: Peri Bowman

Applicant	Logan Morse on behalf of Morse Holdings Limited
Land Owner	Morse Holdings Limited
Proposal	To enter into a development agreement to permit the expansion of a non-conforming residential use in a non-conforming residential building from 5 residential units to 9 residential units
Location	162 Jones Road (PID 55205579), New Minas
Lot Area	1.01 acres
Designation	Industrial Designation
Zone	Light Industrial Commercial (M1) Zone, ESA, Wellfield
Surrounding Uses	Commercial and Industrial, with residential uses in proximity
Neighbour Notification	9 letters were sent to neighbouring property owners

1. PROPOSAL

Logan Morse, on behalf of Morse Holdings Limited, has submitted an application to enter into a development agreement to permit the expansion of a non-conforming residential use in a non-conforming structure from 5 residential units to 9 residential units, at 162 Jones Road (PID 55205579), New Minas.

No change is proposed to the building footprint. The additional units proposed would be created by rearranging internal spaces and using the lower level of the building.

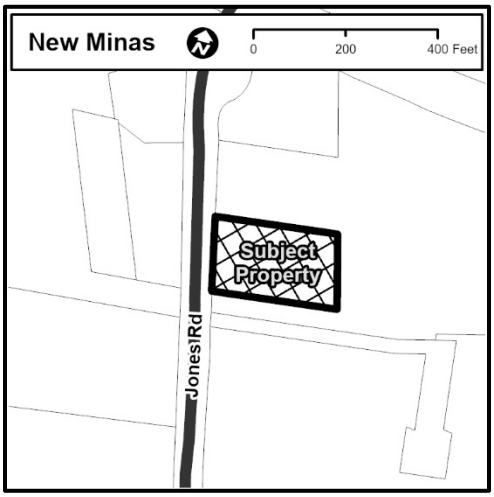


Figure 1: Site Map

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 expansion of a non-conforming use in a non-conforming residential structure from 5 residential units to 9 residential units on the property located at 162 Jones Road (PID 55205579), New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated November 10th, 2026

4. BACKGROUND

The subject site was purchased by Morse Holdings Limited in 2023. At the time of the purchase, the building was being used as a multi-unit dwelling with 5 residential units.

Through the 1980s and 1990s the site was used as a fish/seafood market with an accessory restaurant. In 1997 the first on-record building permit was issued for one residential unit in the building. In 2004 the site was sold and between 2004 and 2017, four additional apartments were constructed within the existing building. In 2017, a development and building permit was applied for to renovate the building. The file notes that the history of the building is unclear, but Staff were able to trace the 5 residential units back far enough to recognize a non-conforming use status, with 5 residential units on the main floor, and the laundry and landlord storage in the lower level. When By-law 106 – Land Use By-law ('LUB') was adopted in November of 2019, the subject site was rezoned to Light Industrial Commercial (M1) Zone. The Light Industrial Commercial (M1) Zone does not permit residential uses. As the multi-unit dwelling was recognized as a non-conforming use prior to the adoption of the current Land Use By-law the use of the land for a non-conforming residential use may continue.

Assessment records indicate the development of the building on site commenced in the 1979-1980 period. The building is considered a non-conforming structure as it was constructed with approximately 1-1.5 feet of setback from the northern boundary line of the property. This setback is inconsistent with the zone requirements of the Repealed By-law 57 – New Minas Land Use By-law and the current Land Use

By-law. Further to the non-compliant setback, the access to the northern most apartment was made by a staircase attached to the northern end of the building. This staircase encroached onto neighbouring land to the north. Since the submission of this application work has been done to create an alternative access to the upper level apartments to remove the encroachment onto neighbouring land.

The Municipal Planning Strategy (MPS) does not permit rezoning of the subject site (which is in the Industrial Designation) to another zone which would enable additional residential units on the property.

On November 4th, 2024, Logan Morse, on behalf of Morse Holdings Limited, applied to enter into a development agreement to permit an expansion of the existing non-conforming residential use by allowing 3 additional residential units (for a total of 8 residential units) in the lower level of the existing building. On April 27th, 2026, the applicant requested to amend the application to consider the development of 4 additional residential units, for a total of 9 residential units.

5. SITE INFORMATION

The subject site is located on the eastern side of Jones Road, in New Minas. The subject site has a lot area of 1.01 acres and has approximate 162 feet of street frontage to Jones Road. The subject site is surrounded on three sides by 158 Jones Road. The parking area for the residential units sits between the street frontage and the existing building. The existing building is multi-level, with 3 units close to road level and two units raised above.



Figure 2: Image of the front of the building and vehicle parking (October, 2026)

The site slopes away to the east of the site providing access to the lower level of the building at the rear of the building. Vehicular access to the rear of the site is currently made by driveway on the southern side of the site which is accessed off of the driveway on 158 Jones Road. The driveway to the rear of the subject site can be seen in Figure 3. The rear of the site is currently vacant but a portion of it is proposed to contain an amenity space for the residential units.



Figure 3: Driveway access to the rear of the subject site

The surrounding businesses are commercial and industrial uses, including Archie's Welding, Jerry's RV, Maritime Production Testing. Surrounding the cluster of properties zoned Light Industrial Commercial (M1), is land covered by the Environmental Constraints (O1) Zone, Residential Mixed Density (R3) Zone and the Comprehensive Neighbourhood Development (R5) Zone. The subject site is in a lower lying area and is covered by the Environmentally Sensitive Area (ESA) Overlay, indicating that the site could be subject to flooding. The site is located within a protected marshland by the Provincial Department of Agriculture and is in proximity to two of the New Minas well heads.

6. CONSULTATION WITH THE PUBLIC, VILLAGE COMMISSION AND BODIES WITH JURISDICTION

Public Consultation: Under the Planning Policies of the Municipality of the County of Kings, PLAN-09-004 (formerly PLAN-09- 001), a Public Information Meeting (PIM) was required because the application proposed to enter into a development agreement. Notification letters were sent to 9 property owners within a 500 foot radius of the subject site providing notice of the meeting and the proposed development agreement.

The Public Information Meeting was held on January 15th, 2025 at 6pm at the Louis Millet Community Centre, with 3 members of the public in attendance, along with the applicant. Further clarification was requested from a member of the public on the meaning of non-conforming. No other questions were asked, and no concerns were raised.

Consultation with the New Minas Village Commission: Planning applications for properties located within a Village Boundary are required to be presented to the respective Village Commissions for their input. The Application was presented to the New Minas Village Commission on Monday September 14th, 2026. The Village Commission did comment on the fact that ordinarily residential uses are not in industrial areas and the visual aesthetics experienced by the residents will be different. They also raised concern with the potential for flooding and the danger associated with new residential units at a lower level. Staff advised that any further development on the site would be subject to the requirements of Environmentally Sensitive Area Overlay to help manage the impact of any future flooding of the site.

This proposal is somewhat unique as the building proposed to be retrofitted already exists. The existing lower level access doors currently require steps up to gain access from the outside ground level, removing the immediate risk of the interiors of the lower level flooding. Any worst case scenario flooding of this area would coincide with flooding of the whole Cornwallis River dyke area, including the New Minas Regional Waste Water Treatment Plant. The Municipal Emergency Services Coordinator has advised that there would be significant prior warning of any weather event that would lead to this level of flooding and allow ample time for evacuation if necessary.

Consultation with other bodies of jurisdiction: Comments were requested from the Nova Scotia Department of Public Works (DPW), the Nova Scotia Department of Agriculture, the New Minas Fire Chief, the Village of New Minas Public Works (sewer and water), and the Municipality's Building and Enforcement Division.

The Nova Scotia Department of Public Works did not raise any concerns with the proposal or raise any concerns regarding traffic hazards, congestion or access to the site.

The Nova Scotia Department of Agriculture advised that the subject site is classified as an "exempted" parcel under the Agricultural Marshland Conservation Act. A permit for variance is not required for development on the parcel, provided there are no significant alterations to the site drainage that could impact the broader marshland drainage system. This proposal does not involve any change to the building footprint so changes to the drainage on the property are not expected.

The New Minas Fire Chief advised there are adequate Municipal fire protection services and equipment available to service the proposal.

The Director of Public Works for the Village of New Minas advised that there is water and sewer service available to the proposed units.

The Municipality's Building and Enforcement division advised that at the time of permitting there will be the requirement for a barrier free unit or adaptable housing requirements will need to be met.

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 to be outlined within the Land Use By-law (LUB). Section 14.7.5 of the LUB states that:

LUB Section 14.7.5 – Expansion of Non-conforming Uses and Structures

a. *Extension, enlargement, alteration of a non-conforming use in a structure, the reconstruction of a non-conforming structure or the extension of a non-conforming use of land in accordance with policy 3.0.3 of the Municipal Planning Strategy.*

7.2 Municipal Planning Strategy Enabling Policy

Policy 3.0.3 of the Municipal Planning (MPS) enables Council to consider entering into a development agreement to permit the expansion of a non-conforming use. The policy states:

Council shall

MPS Policy 3.0.3 *consider only by development agreement the expansion, alteration or reconstruction of a non-conforming use in a structure, the reconstruction of a non-conforming structure of the extension of a non-conforming use of land in all designations. In evaluating such development agreements, Council shall be satisfied that:*

a. *The use will not adversely affect adjacent land uses;*

The neighbouring uses are businesses which predominantly operate during the day. Residential uses generally have their highest level of occupancy and activity in the evenings, overnight, and early morning. The opposing schedules of the uses will aid in reducing any conflict. Additional units are proposed to face the rear of the site and will sit below the existing residential units. The overall increase in the number of residential units on the subject site will result in an increase in the number people living on the property, however four additional households which sit under the existing residential units will have limited, if any adverse effect on adjacent commercial and industrial land uses.

b. *Adequate buffering, setback or separation distances are maintained to reduce visual and other impacts on surrounding uses;*

No change is proposed to the existing building footprint, so there will be no change to the existing setbacks of the building from property boundaries. The subject site is surrounded on three sides by 158 Jones Road. The portion of 158 Jones Road to the south of the subject site contains driveway access to the building housing Archie's Welding (which is to the east of the subject site). The piece of 158 Jones Road to the north of the subject site is vacant and separates the subject site from 178 Jones Road. As stated above the existing building footprint is not proposed to change and the new residential units are proposed to be

located in the lower level. Their location in the lower level and existing separation from neighbouring uses reduces any visual impact.

c. *The expanded use is not obnoxious by virtue of noise, odour, dust, vibration, smoke or other emissions;*

The topography of the land shelters many of the neighbouring businesses as the proposed units will be located below road level and their access points and windows face east, away from neighbouring businesses (with the exception of Archie's Welding). The proposed additional residential units in the existing building will not be obnoxious by virtue of odour dust, vibration, smoke or other emissions.

d. *Adequate provision is made for the acceptable maintenance and appearance of the expansion; and*

The residential units are proposed to be developed inside the existing building footprint. There will be very little change to the appearance of the existing building.

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

The Municipal Planning Strategy Policy 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, development and land use patterns, 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 is no negative cost to the Municipality because of the proposed development, and the development raises no concerns regarding emergency services, traffic generation/congestion and the impact on neighbouring commercial and industrial uses. These criteria are reviewed in detail in Appendix C.

7.3 Municipal Planning Strategy – Supporting Goals, Objectives and Policies

From the outset of land use regulation, Council has directed urban development to specific areas termed Growth Centres to protect agricultural lands and to maintain efficient infrastructure. This intention is discussed within various sections of the MPS. In Section 1.1 Vision, the vision on settlement has three key priorities, including "*Concentrate new commercial and residential development, including mixed uses, in the Growth Centres with clearly defined boundaries*" and "*enable and encourage a diversity of housing throughout the region"*. Also, within 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".* The intended expansion of an existing residential use is proposed within the Growth Centre of New Minas and aligns with Council's intention to direct urban uses to Growth Centres. Within the Growth Centre, the residential use will also be consistent with Council's objective to maximize infrastructure efficiencies which is stated within section 2.3 Infrastructure where the objective related to the theme of settlement states, *"To make effective use of existing infrastructure located within Growth Centres".*

In multiple sections, including section 2.1, 2.3, 2.7 and 2.8 there are themes relating to transportation and healthy communities which encourage greater density of development in proximity to active transportation options and the development of infrastructure to support active transportation. This site is unique in its location and surrounding land uses. The northern end of Jones Road is identified on the New Minas Sidewalk Priority Map as a priority area without sidewalks. Within communities located in a village, it is the village's responsibility to install and maintain sidewalks. This proposal does not include subdivision that would create new roads and, as such, the development of a sidewalk to the site is not required, but the site is in proximity to existing sidewalks (approximately 870 feet south of the site) (which leads to Commercial Street and amenities) and the New Minas Rail Trail (approximately 480 feet to the north) putting the site in a prime location for active transportation.

7.4 New Minas Secondary Plan

As no change is proposed to the existing building footprint or area of vehicle parking on the subject site, there are no changes required to stormwater management on the site. The site is not currently serviced by a sidewalk, but as a new road is not proposed there is no trigger to require one for this proposal. As the proposal would increase the number of residential units above 5 residential units, bicycle parking will be required as set out in section 14.5.4A of the LUB, which was directed to be established by Policy 4.7.11 of the New Minas Secondary Plan.

7.5 New Minas Wellfield Overlay

The subject site is located in Overlay B of the New Minas Wellfield. In accordance with Section 13.8.2 of the LUB - New Minas Wellfield Overlay, the use of the land for a nine unit dwelling does not require additional permission.

8. SUMMARY OF THE DEVELOPMENT AGREEMENT

The draft development agreement has been attached in Appendix E to this report. The main contents of the proposed development agreement includes the following:

- Enables the use of the existing building for 9 residential units;
- Requires provision of amenity area, solid waste storage and bicycle parking;
- Regulates automobile parking;
- Regulates subdivision;
- Regulates lighting.

9. CONCLUSION

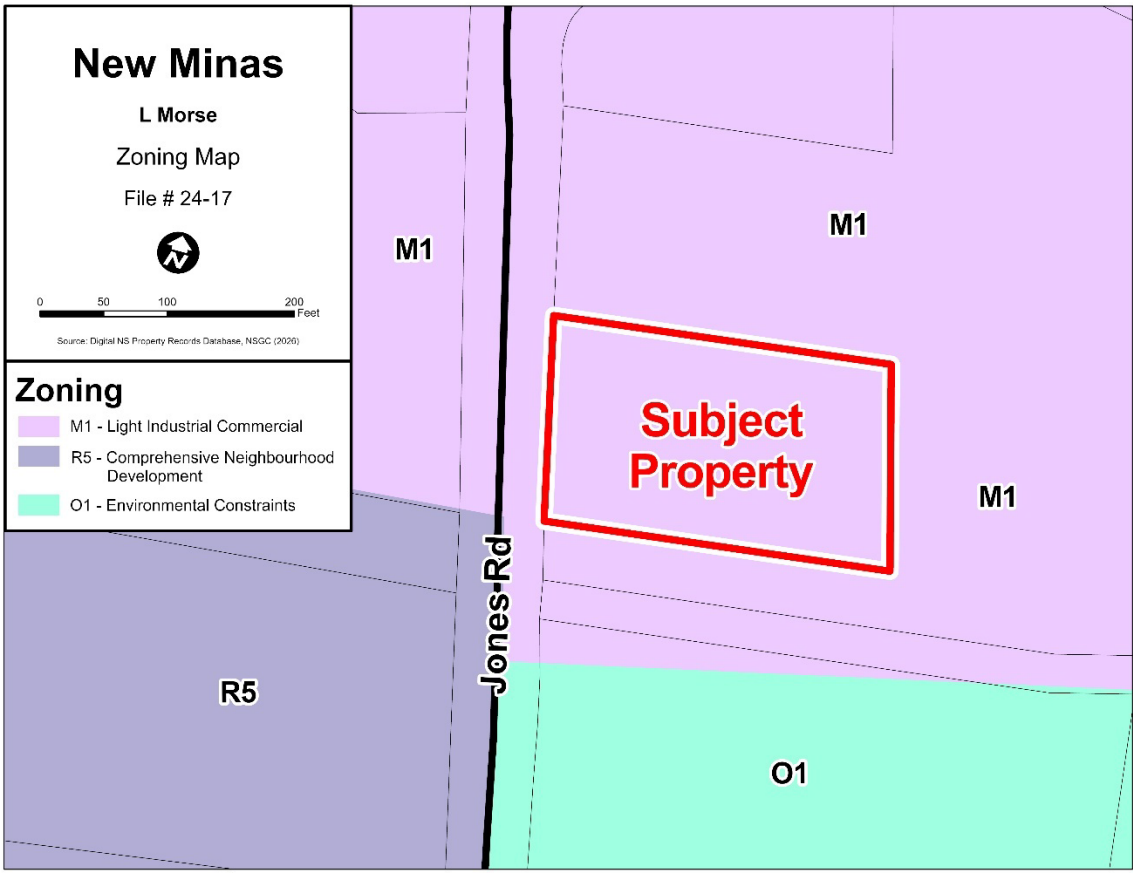
The proposed expansion of a non-conforming residential use inside a non-conforming structure is in keeping with the intent of the Municipal Planning Strategy, including the general criterial for Development Agreements. The subject site, while in an industrial location, is connected to central services, is in proximity to recreation, schools and amenities, and has convenient access to one of the Municipality's

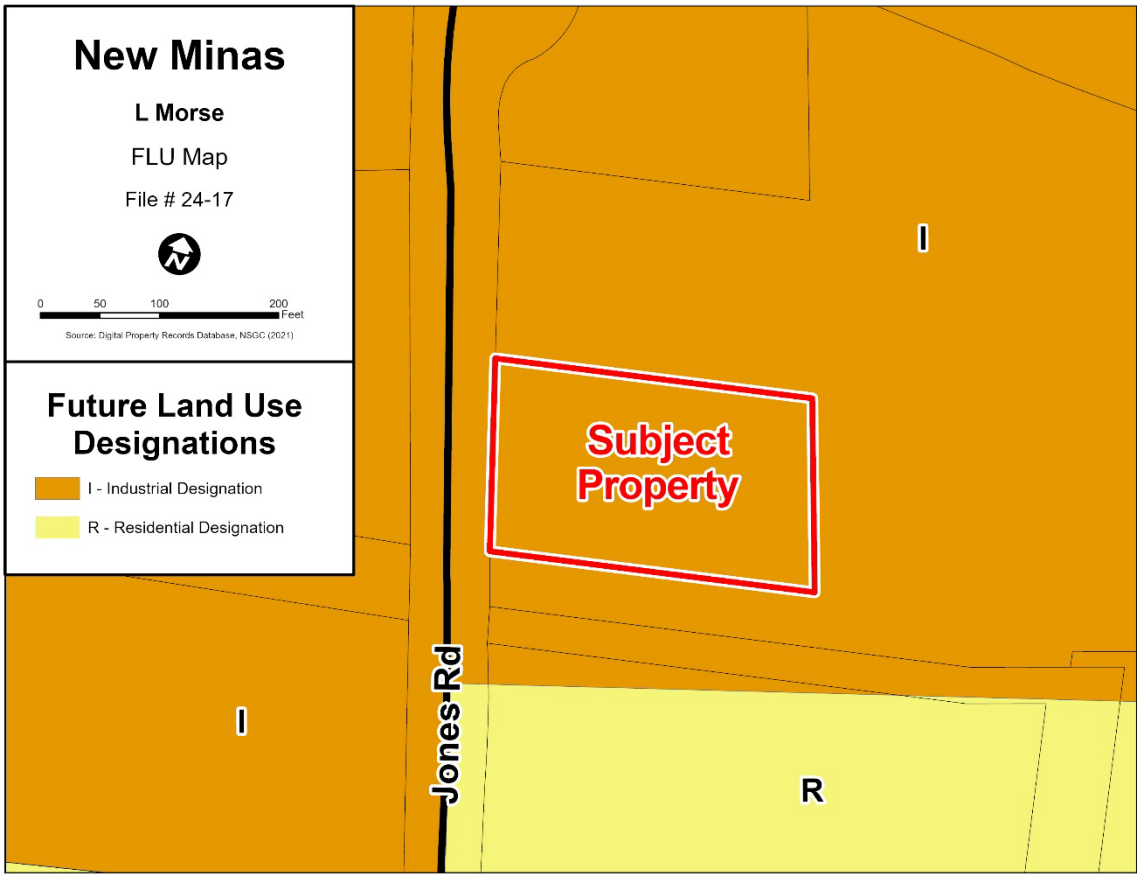
main transportation corridors. The proposal intends to expand an existing residential use, inside of the New Minas Growth centre, in a location that will not impact neighbouring industrial and commercial uses or the wider agricultural industry. As a result, a positive recommendation is being made to the Planning Advisory Committee.

10. APPENDIXES

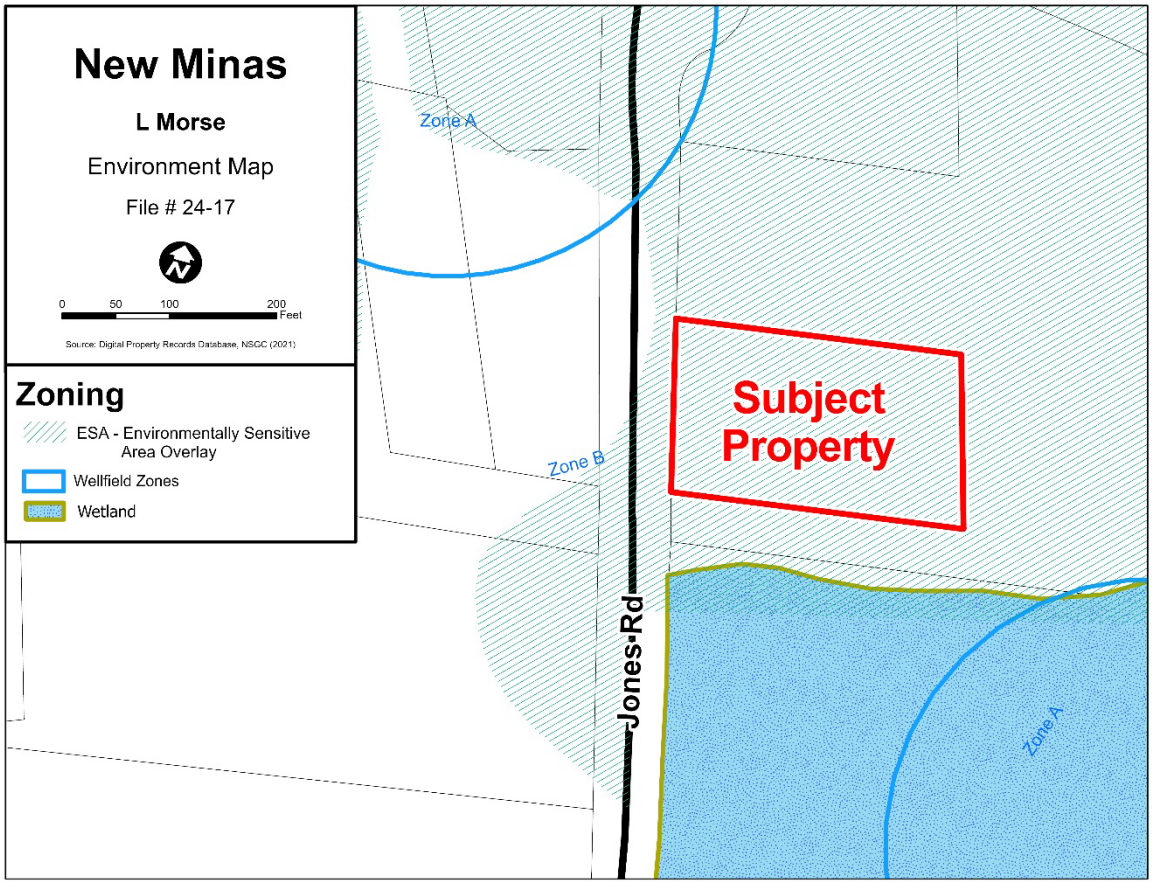
Appendix A – Maps
Appendix B – Proposed Lower Level Floor Plan
Appendix C – Municipal Planning Strategy (By-Law #105), Section 5.3 – General Criteria for Development Agreements and Amending the Land Use By-Law
Appendix D – Draft Development Agreement

Appendix A – Maps

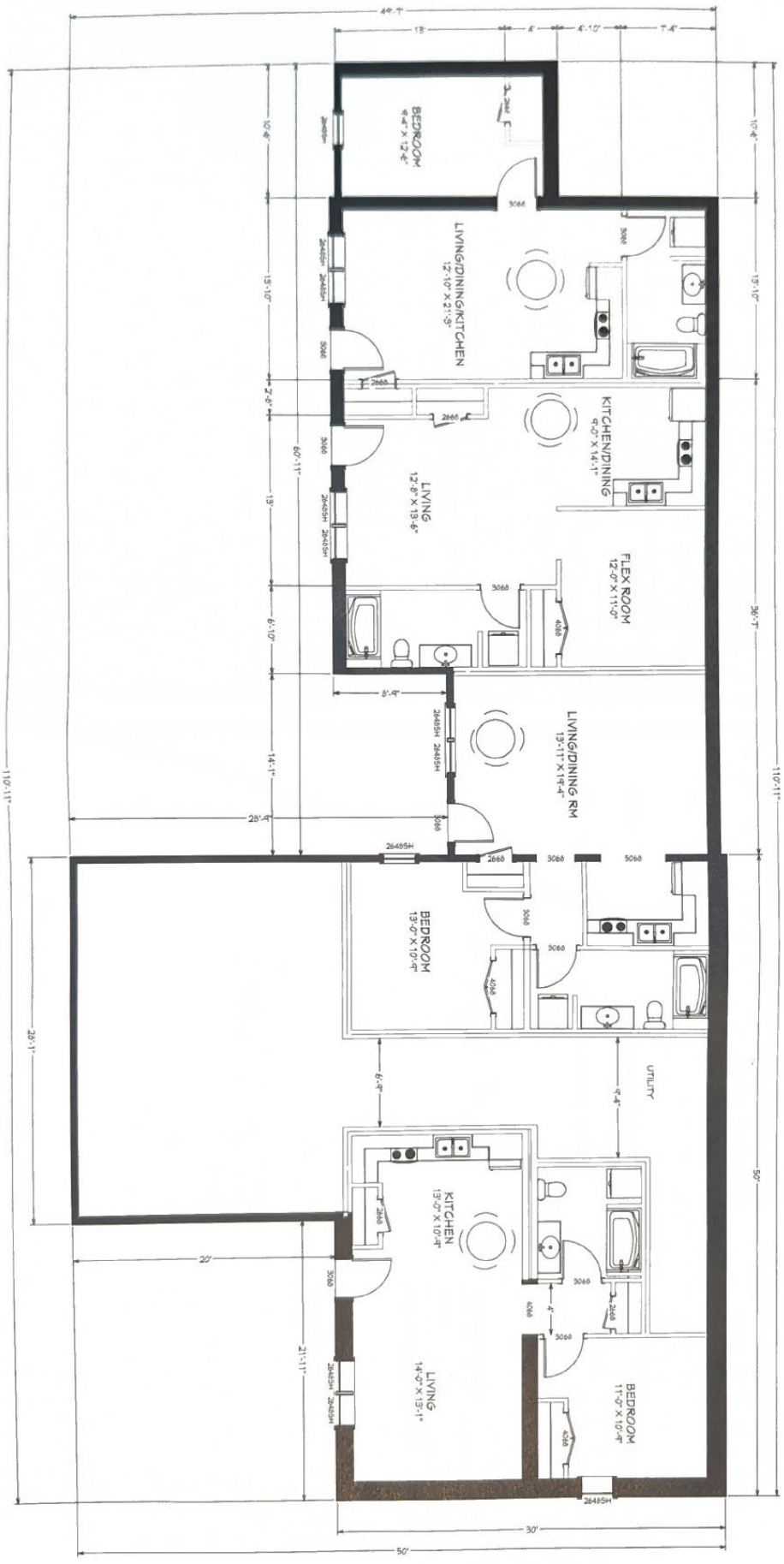





New Minas
L Morse
Air Photo Map
File # 24-17
0 50 100 200 Feet
Source: Digital NS Property Records Database, NSGC (2026)
Subject Property
Jones Rd


New Minas
L Morse
Environment Map
File # 24-17
0 50 100 200 Feet
Source: Digital Property Records Database, NSGC (2021)
Zoning
ESA - Environmentally Sensitive Area Overlay
Wellfield Zones
Wetland
Zone A
Zone B
Subject Property
Jones Rd
Zone A

Appendix B – Proposed Lower Level Floor Plan



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

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
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;	The proposed development agreement is consistent with the intent of the Municipal Planning Strategy to support residential development and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;	The proposed Development Agreement is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
c. that the proposal is not premature or inappropriate due to:	
i. the Municipal or village costs related to the proposal;	The proposal does not involve any development costs to the Municipality.
ii. land use compatibility with surrounding land uses;	As discussed above, the four additional residential units are proposed to be located in the lower level facing the rear of the subject site towards Archie's Welding. The subject site is surrounded by businesses which operate during the day with residential units generally having their highest occupancy during the evenings and overnight. The location of the proposed residential units and alternate schedule of the uses in the area reduce the likelihood of land use conflicts and to date no complaints have been received regarding the residential uses on the subject site.
iii. the adequacy and proximity of school, recreation and other community facilities;	The subject site is approximately 1,600 feet from New Minas Elementary School and a 4 minute Drive from Evangeline Middle School and the Louis Millet Community Complex. The subject site is less than 500 feet from the New Minas Rail Trail which provides access to Lockhart Ryan Memorial Park.
iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within,	The Department of Public Works (DPW) has confirmed the adequacy of the road network to accommodate the proposed traffic levels and

adjacent to, and leading to the proposal;	does not anticipate any issues related to access or egress. DPW did not raise any concerns with the proposal.
v. the adequacy of fire protection services and equipment;	The New Minas Fire Chief has confirmed the adequacy of fire protection services.
vi. the adequacy of sewer and water services;	The New Minas Department of Public Works has confirmed that the sewer main and water lines are able to accommodate the added residential units.
vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;	While the site is identified as being in an Environmentally Sensitive Area Overlay (ESA) relating to the potential for flooding, no change is proposed to the building footprint or how the site currently drains.
viii. negative impacts on identified wellfields or other groundwater supplies for the area;	The subject site is in Overlay B of the New Minas Wellfield. Residential uses are permitted and no additional development is proposed. It is not expected that the proposed additional residential units will have any impact on the New Minas wellfield.
ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or	No additional development is proposed, so there is not expected to be any issues related to soil erosion or siltation of watercourses. A condition of the draft development agreement requires waste storage to reduce the potential for pollution
x. negative impacts on lake water quality or nearby wetlands;	The subject site is located within a protected marshland, however the subject site is classified as an "exempted" parcel under the Agricultural Marshland Conservation Act. This proposal does not involve any change to the building footprint so change to the drainage on the property is not expected and no negative impacts to the larger marsh or nearby wetlands are expected.
xi. negative impacts on neighbouring farm operations;	The subject site is not in proximity to any agricultural operations.
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.	The subject site is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way. The subject site is exempted from requiring a variance permit under the Marshland Conservation Act and no development is

	proposed on the subject site that will have an impact on the broader marsh.

Appendix D – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Morse Holdings Limited, of Billtown, 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 PID 55205579; and

WHEREAS the Property Owner wishes to expand the multi-unit dwelling a legal non-conforming use within a non-conforming structure on the Property;

WHEREAS the Property is situated within an area designated **Industrial (M)** on the Future Land Use Map of the Municipal Planning Strategy, and zoned Light Industrial Commercial (M1) on the Zoning Map of the Land Use By-law; and

WHEREAS the Property is situated in an area covered by the **Environmentally Sensitive Area Overlay (ESA)** on the Zoning Map of the Land Use By-law; and

WHEREAS the Property is situated in an area covered by **Overlay B** of the **New Minas Wellfield Protection** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **3.0.3** of the Municipal Planning Strategy and section **14.7.5** 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

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 114 of the Municipality, approved January 14, 2026, 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 uses:

(a) the use of the non-conforming structure as a multi-unit dwelling containing up to nine residential units in accordance with the terms of this Agreement.

(b) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and

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 enabled by this agreement on the Property shall be subject to the following:

(a) Expansion of the floor area of the building is not permitted.

(b) Alterations to the internal layout and external walls to create openings for access, windows and services are permitted.

(c) Repair and replacement of external uncovered building features is permitted.

2.3 Amenity Areas

The Property Owner shall provide an amenity area which is a minimum of 900 square feet in area and shall not be located within the minimum required front setback of the underlying zone.

2.4 Solid Waste Storage

A fenced enclosed area shall be provided on the Property for the storage of solid waste generated by the residential units before collection. The fenced enclosure is permitted within the minimum front setback provided it does not impede traffic circulation.

2.5 Vehicle and Bicycle Parking

Vehicle and bicycle parking shall be provided in accordance with Section 14.5 – Parking Requirements of By-law 106 – Land Use By-law (as amended or replaced from time to time).

2.6 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.

2.7 Subdivision

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

2.8 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 Service Systems Specifications Manual 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.

2.9 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.

2.10 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.

2.11 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Property Owner, and shall be reinstated, removed, replaced or relocated by the Property Owner as directed by the authority having jurisdiction.

2.12 Acknowledgement of Flood Risk

The Environmentally Sensitive Area (ESA) Overlay identifies lands at risk of flooding, erosion, slope failure or at risk due to other unique features based on the best information available to the Municipality. The Municipality does not make any representations about the accuracy of this information or provide any assurances that the risk will not exceed these predictions or occur in other areas. Property owners are responsible for all risks associated with development, including the effectiveness of flood resistant measures, and the impacts of development on neighbouring properties.

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.a** of 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 the Chief Administrative Officer at the request of the Property Owner without a public hearing provided the Property Owner is named as a party to this Agreement.

3.5 In accordance with section 234 of *The Municipal Government Act* if the Property, in whole or in part, has been conveyed to a person or entity not named as a party to this Agreement, discharge of this Agreement shall be considered by Council without a Public Hearing.

3.6 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of the Chief Administrative Officer or 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.

3.7 This Agreement may be discharged 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 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 45 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 Regulatory and Appeals 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. Upon the written request of the Property Owner providing bona fide reasons for delay, the Development Officer, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(c) If the Property Owner is *bona fide* delayed from commencing the development for reasons which are beyond the Property Owner's Control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Property Owner is excused for the period of the delay and the time period for the Property Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

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

_____
David L Corkum, Mayor

_____
Witness

_____
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

MORSE HOLDINGS LIMITED

_____
Witness

_____
Logan Morse, Director

_____
Date

Schedule A – Property Description
(accessed on Property Online on September 29th, 2026)

PID 55205579
ALL that certain lot, piece or parcel of land situate, lying and being at New Minas, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at an iron pipe at the point of intersection of the east road limit of Jones Road Extension and the north road limit of a proposed 66 feet road allowance;

THENCE south 78 degrees 09 minutes east 275.0 feet along the north road limit of the proposed road allowance to an iron pipe;

THENCE north 03 degrees 51 minutes east 162.8 feet along the west sideline of lands of William J. Lockhart to an iron pipe;

THENCE north 78 degrees 09 minutes west 268.3 feet along the south sideline of lands of Archie W. Lockhart to an iron pipe;

THENCE south 06 degrees 13 minutes west 162.0 feet along the east road limit of Jones Road Extension to the place of beginning, containing 43,790 square feet.

BEING AND INTENDED TO BE Lot 1 on Plan Showing lands of William J. Lockhart, Jones Road Extension prepared by Valley Surveys as Plan No. 76-264 and filed in the Kings County Registry of Deeds on February 8, 1978, as Plan P-3064.

ALSO BEING AND INTENDED TO BE that same piece or parcel of land as conveyed by William J. Lockhart et ux Myrtle V. to Donald G. Shaw dated the 30th day of January, A.D., 1978 and recorded in the Kings County Registry of Deeds in Book 435 at Page 606.

ALSO BEING AND INTENDED TO BE that same piece or parcel of land as conveyed by Donald G. Shaw and Barbara Shaw to Don's Fish Market Limited, dated the 15th day of December, A.D., 1978 and recorded in the Kings County Registry of Deeds in Book 456 at Page 605.

MUNICIPALITY of the COUNTY of KINGS

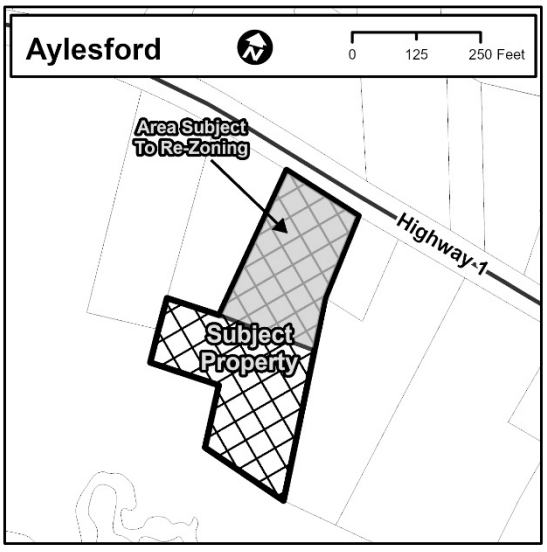
Municipality of the County of Kings
Report to the Planning Advisory Committee

Application for a Land Use By-Law Map Amendment to enable the expansion of an existing heavy equipment facility at 2796 Highway 1 (PID 55134662), Aylesford
(File #26-09)
November 10th, 2026
Prepared by: Peri Bowman, Planning Services

Applicant	Forrest Lothian on behalf of Nova International Limited
Land Owner	Nova International Limited
Proposal	Rezone 1.18 acres from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone
Location	2796 Highway 1 (PID 55134662), Aylesford
Lot Area	2.67 acres
Designation	Commercial and Residential Designation
Zone	Mixed Commercial Residential (C3) Zone Environmental Constraints (O1) Zone
Surrounding Uses	Commercial, residential and agricultural uses.
Neighbour Notification	18 letters were sent to neighbouring property owners

1. PROPOSAL

Forrest Lothian, on behalf of Nova International Limited, has submitted a planning application for a Land Use By-Law Map Amendment to rezone a 1.18 acre portion of 2796 Highway 1 (PID 55134662), Aylesford from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone to permit the expansion of an existing Heavy Equipment Facility located at 2784 Highway 1, Aylesford.



Nova International Limited is an equipment dealership which sells and services equipment used in agriculture, construction, snow removal and landscaping.

The definition of a Heavy Equipment Facility under the Land Use By-Law means land, a building or a portion of a building used to sell, lease, rent, service, or repair heavy equipment or heavy equipment parts, including trucks, airplanes, construction machinery, forestry equipment, agricultural equipment, and related machinery.

2. OPTIONS

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

A. Recommend that Council approve the amendment as drafted;
B. Provide alternative direction, such as requesting further information on a specific topic, or recommending changes to the draft amendment;
C. Recommend that Council refuse the amendment 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 First Reading to and hold a Public Hearing regarding the application to rezone a 1.18 acre portion of 2796 Highway 1 (PID 55134662), Aylesford from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone as described in Appendix C of the report dated November 10th, 2026.

4. BACKGROUND

The subject site has historically been used for residential purposes and is currently developed with a dwelling and accessory garage.

Nova International Limited purchased the subject site in February of 2026. The existing dwelling and garage are proposed to be relocated to another site to enable to expansion of the outdoor display to equipment and machinery, and potentially the expansion of their building in the future.

In March 2026, Forrest Lothian on behalf of Nova International Limited, applied to rezone a portion of 2796 Highway 1 (PID 55134662), Aylesford from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone to permit the expansion of the neighbouring heavy equipment facility.

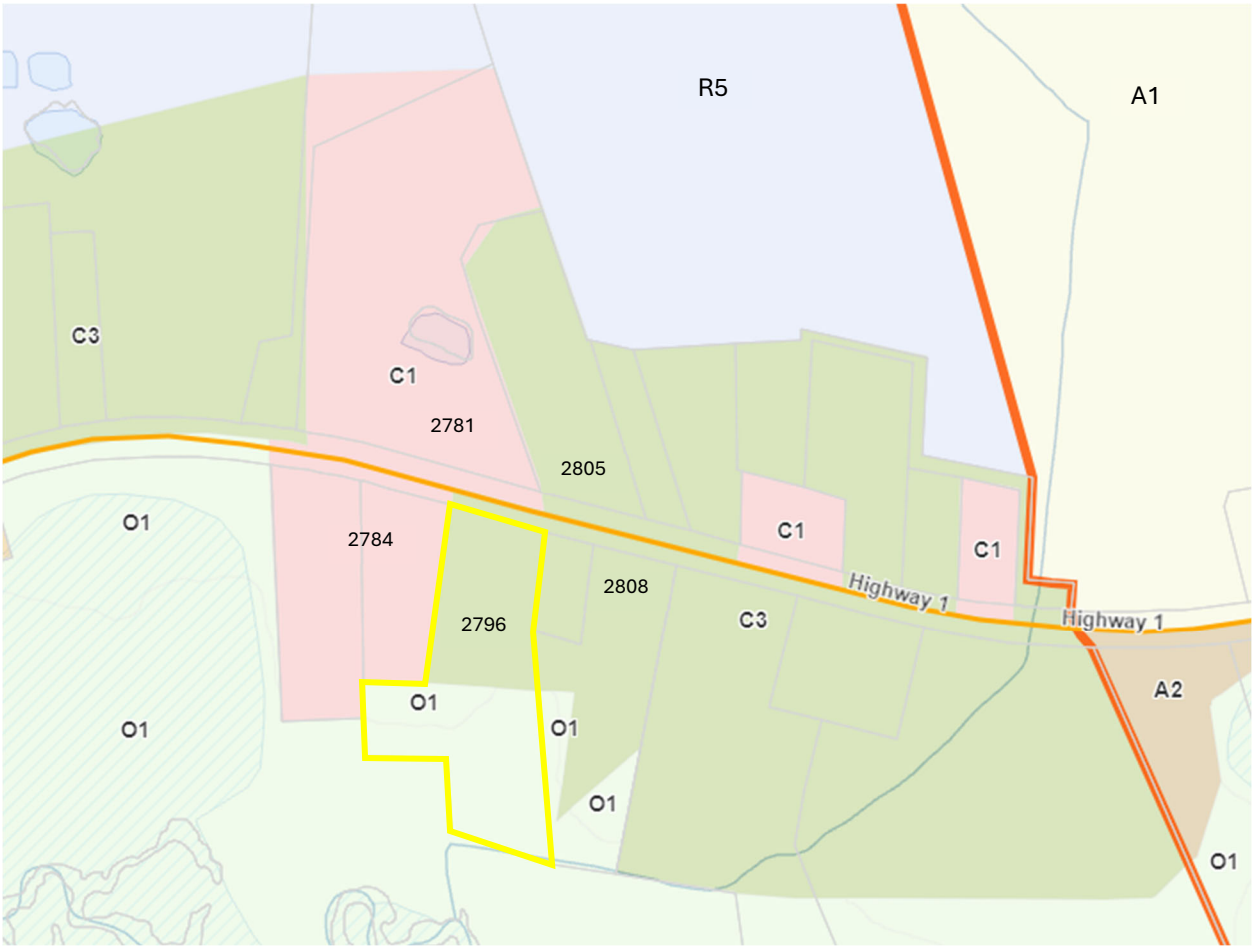
5. SITE INFORMATION

The subject site is located within the Growth Centre of Aylesford. The subject site has an overall area of 2.67 acres, with approximately 166 feet of street frontage on Highway 1.

The subject site currently contains a one unit dwelling and garage which area proposed to be relocated from the subject site.

The subject site is irregular in shape and is located in two zones. The northern end of the site is approximately 1.18 acres in area and is located in the Mixed Commercial Residential (C3) Zone. This is the only area of the site proposed to be rezoned.

The southern portion of the site, which is approximately 1.49 acres in area, is located in the Environmental Constraints (O1) Zone. The existing Nova International Limited site to the west is located in the General Commercial (C1) Zone. The property to the north (2781 Highway 1) is also located in the General Commercial (C1) Zone. The subject site is located in an area which has numerous commercial uses interspersed among residential uses and surrounded by agricultural uses (in the Environmental Constraints (O1) Zone). The mixed use nature of the area has evolved over time.



The property abutting the eastern boundary of the subject side at the road is vacant land. The L shaped property (2808 Highway 1) which abuts the rear of the subject site contains a residential dwelling. The Annapolis River runs through the property abutting the southern side of the subject site. The property is partially used for agricultural purposes. The property to the north in the General Commercial (C1) Zone is used for outdoor commercial display by Nova Scotia Shipping Containers and Old Hickory Buildings of Berwick and also contains a self storage facility. The property to the north-east (2805 Highway 1) in the Mixed Commercial Residential (C3) Zone is vacant. All of the Commercial uses in this area are in close proximity to or directly abut residential uses, with little to no buffer beyond existing vacant parcels of land.

The site and surrounds are relatively flat but the rear of the site does decline slightly towards the Annapolis River. The area of the subject site located in the Environmental Constraints (O1) Zone is vegetated.

The subject site is currently in the Commercial and Residential Designations. The area of the subject site proposed to be rezoned is in the Commercial Designation. In accordance with the Land Use By-Law (LUB) section 5.5.2.1 (permitted uses), the LUB does not permit Heavy Equipment Facilities in the Mixed Commercial Residential (C3) Zone. As such, the applicant has applied to rezone the land to permit the expansion of the neighbouring Heavy Equipment Facility onto the subject site

6. CONSULTATION WITH THE PUBLIC, VILLAGE COMMISSION AND BODIES WITH JURISDICTION

Public Consultation: Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-004), a Public Information Meeting (PIM) was required because the application concerned a Land Use By-Law Map Amendment for an area greater than 1 acre in size.

On May 28th, 2026 a Public Information Meeting was held in Council Chambers of the Municipal Complex with 2 members of the public in attendance along with the applicant. A total of 18 property owners within 500 feet of the subject site were notified of the planning application and Public Information Meeting by mail. The Village of Aylesford was notified of the planning application by email. An advertisement providing notice of the planning application was placed on the planning application page of the Municipal website and the Municipality's social media pages.

A video of the PIM slide deck with voiceover from the planner was made available on the Municipal website in May of 2026 and has been available since that time.

During the meeting there were some questions of clarification, but no concerns were raised.

Consultation with the Aylesford Village Commission: Planning applications for properties located within a Village boundary are required to be presented to the respective Village Commission for their input. The application was presented to the Aylesford Village Commission on September 21st, 2026. The Aylesford Village Commission advised they thought the expansion of Nova International Limited was a good idea and did not raise any concerns.

Consultation with other bodies with jurisdiction: Comments were requested from the Nova Scotia Department of Public Works (DPW) and the Aylesford Fire Chief.

The DPW did not raise any concerns with the proposed rezoning or raise any concerns regarding traffic hazards, congestion or access to the site.

The Aylesford Fire Chief advised that adequate fire protection services and equipment are available to serve this proposal.

7. POLICY REVIEW

7.1 Enabling Policy

This application concerns the proposed rezoning of a portion of the subject site from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone. Section 5.3, Development Agreements and Amending the Land Use By-Law in the Municipal Planning Strategy (MPS) enables Council to consider this application.

Council Shall:

Policy 5.3.3 *Consider amendments to any one of the zoning maps of the Land Use By-Law provided the application is for a specific development and:*

a. *Is to rezone land to another zone enabled within the same designation, unless the zone change is specifically prohibited within this Strategy;*

The portion of the subject site proposed to be rezoned is in the Commercial Designation. On this basis, Council can consider rezoning 1.18 acres of the property from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone since the General Commercial (C1) Zone is enabled within the Commercial Designation in Policy 3.2.2 of the MPS.

MPS Policy 5.3.5 provides more detailed guidance for Council when considering rezoning applications:

Council shall:

Policy 3.5.3 *Consider in relation to all applications to rezone land:*

a. *The applicable zone placement policies, including any specific policy criteria for applying the proposed zone set out within this policy;*
b. *The impact of both the specific development proposal and of other possibles uses permitted in the proposed zone;*
c. *The general criteria for amending the Land Use By-Law set out in section 5.3 Development Agreements and Amending the Land Use By-Law.*

Section 3.2 of the MPS sets out the zone placement policy:

Council shall:

Policy 3.2.2 *establish the following Commercial Zones in the Land Use By-Law:*

a. *General Commercial (C1): lands located in this zone are intended to accommodate a wide range of commercial uses, as well as limited residential opportunities, and low-impact industrial developments, along main transportation corridors.*

The subject site is located on Highway 1, which is a main transportation corridor through the Municipality and acts as a secondary traditional 'Main Street' for Aylesford. As discussed above, the subject site is located between existing commercial uses, agricultural uses, vacant land and residential uses. The applicant wishes to expand an existing commercial business onto the subject site, therefore meeting the intent of the zone placement policy.

With regard to the uses permitted and their impacts (policy 5.3.5 criteria (b)), the General Commercial (C1) Zone permits fewer residential uses and a wider range of commercial uses than the current Mixed Commercial Residential (C3) Zone. The additional commercial uses which could be undertaken on the site include agricultural equipment and parts sales and service, agricultural related industries, automotive repair, automotive sales and rental, building and construction contractors, bus/taxi stations, carwash facilities, drive through restaurants, dry-cleaning facilities, emergency services, food and drink production, gas bars, licensed liquor establishments, manufacturing, outdoor commercial display, parking lots, professional trades, and self-storage facilities. The intent of the proposed rezoning is to permit the expansion of the outdoor display area for Nova International Limited and the potential future expansion of their store/service area at 2784 Highway 1. The outdoor display and servicing will have limited impact on neighbouring uses as the proposed use is primarily visible storage of equipment for sale and would not generate noise or activities that would have an adverse effect on neighbouring uses outside of regular business hours.

With respect to other possible uses, the size of the site does limit the scale of any future use. As the site is deeper than it is wide, there would be less exposure of any new use to Highway 1. The General Commercial (C1) Zone also limits the size of agricultural related industry uses, food and drink production and manufacturing uses to a maximum of 5,000 square feet in association with a retail store to limit their potential impact on neighbouring uses. In addition, as shown on the map above, existing commercial uses are mixed in between residential uses. The land directly to the north (2781 Highway 1) and north east (2805 Highway 1) of the subject site are either used for commercial purposes or have the opportunity to be used for commercial purposes. The subject site abuts vacant land and a residential property to the east. The dwelling on the residential property (2808 Highway 1) abutting the subject site is buffered from the subject site by the existing parcel of vacant land. Due to the Environmental Constraints (O1) Zone on the rear of the subject site, any uses on the northern end of the property are buffered from the neighbouring agricultural uses.

Staff consider this zone placement ideal as it would permit the expansion of a commercial use on Highway 1 and acknowledges the existing mixed commercial and residential nature of the area and would not impact residential or agricultural properties in proximity to the site due to the existing vacant land buffers.

Criteria (c) of policy 5.3.5 is discussed in section 7.3 of this report and is reviewed in detail in Appendix B.

7.2 Municipal Planning Strategy – Supporting Goals, Objectives and Policies

The proposed rezoning to the General Commercial (C1) Zone would enable Nova International Limited to continue to expand and modify their operations within a Growth centre which is consistent with Council's vision to '*Concentrate new commercial and residential development, … in the Growth Centres with clearly defined boundaries'*. This intention is also reflected in the Agricultural, and Rural and Natural Areas objectives in Section 2.1 – Growth centres. Objectives relating to making efficient use of existing transportation networks, directing commercial development to Growth Centres and away from agricultural areas and supporting local businesses by providing opportunities to locate and expand businesses are mentioned in sections 2.2 – Rural Areas, Section 2.3 – Infrastructure, and Section 2.5 – Economic Development. Further to this, these intentions are reinforced through the objectives outlined in section 3.2 – Commercial Designation where the objectives are:

- Settlement – '*to encourage a broad range of commercial opportunities in single use … developments and support efficient use of public infrastructure'.*
- Agriculture – '*to provide opportunities for agricultural products sales and services'.*
- Rural and Natural Areas – *'to discourage commercial development in rural areas by providing opportunities sufficient land for commercial uses in Growth Centres'.*
- Transportation – *'To direct commercial centres to main transportation corridors'.*
- Economic Development – '*To develop and expand commercial retail and service uses'.*

While Nova International Limited isn't primarily buying local, it is supporting local businesses by selling and servicing the equipment needed by local businesses, in a Growth Centre where land used for agriculture isn't proposed to be lost. The proposed expansion of an existing heavy equipment facility that sells and services heavy equipment, increases Nova International Limited's ability to contribute to local business and the local agricultural, construction, snow removal and landscaping industries. The subject site is located on Highway 1 and makes use of a main transportation route which is reflected in the objectives relating to settlement and transportation.

7.3 General Criteria

Municipal Planning strategy Policy 5.3.7 contains the criteria to be used when considering all applications for rezoning and development agreement proposals. These criteria consider the proposal's impact on the road network, development pattern, environment, finances, and 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 as a result of the proposed use and the use raises no concerns regarding emergency services, traffic hazards/congestion, flooding and pollution. These criteria are reviewed in detailed in Appendix B.

8. CONCLUSION

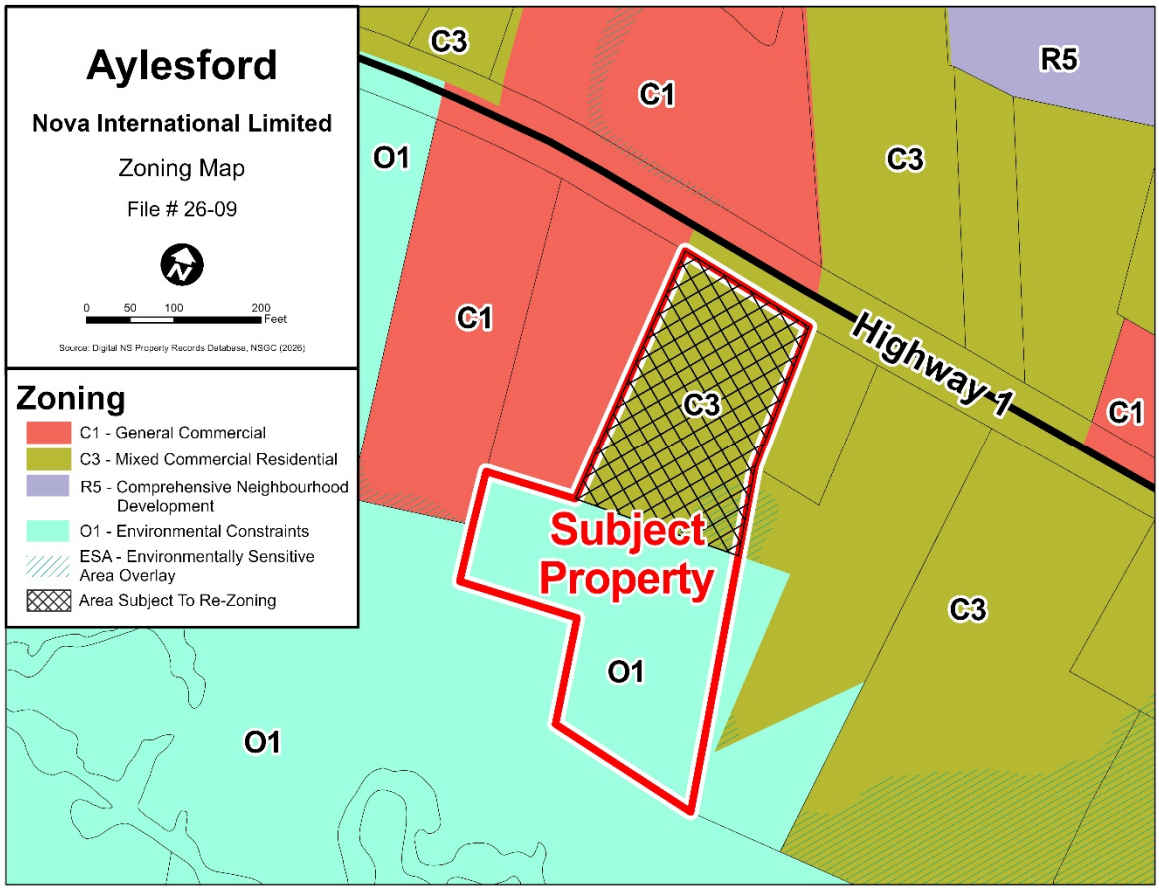
The proposed rezoning is in keeping with the intent of the Municipal Planning Strategy including the general criteria for all Land Use By-Law Map amendments. The proposal would help an existing business

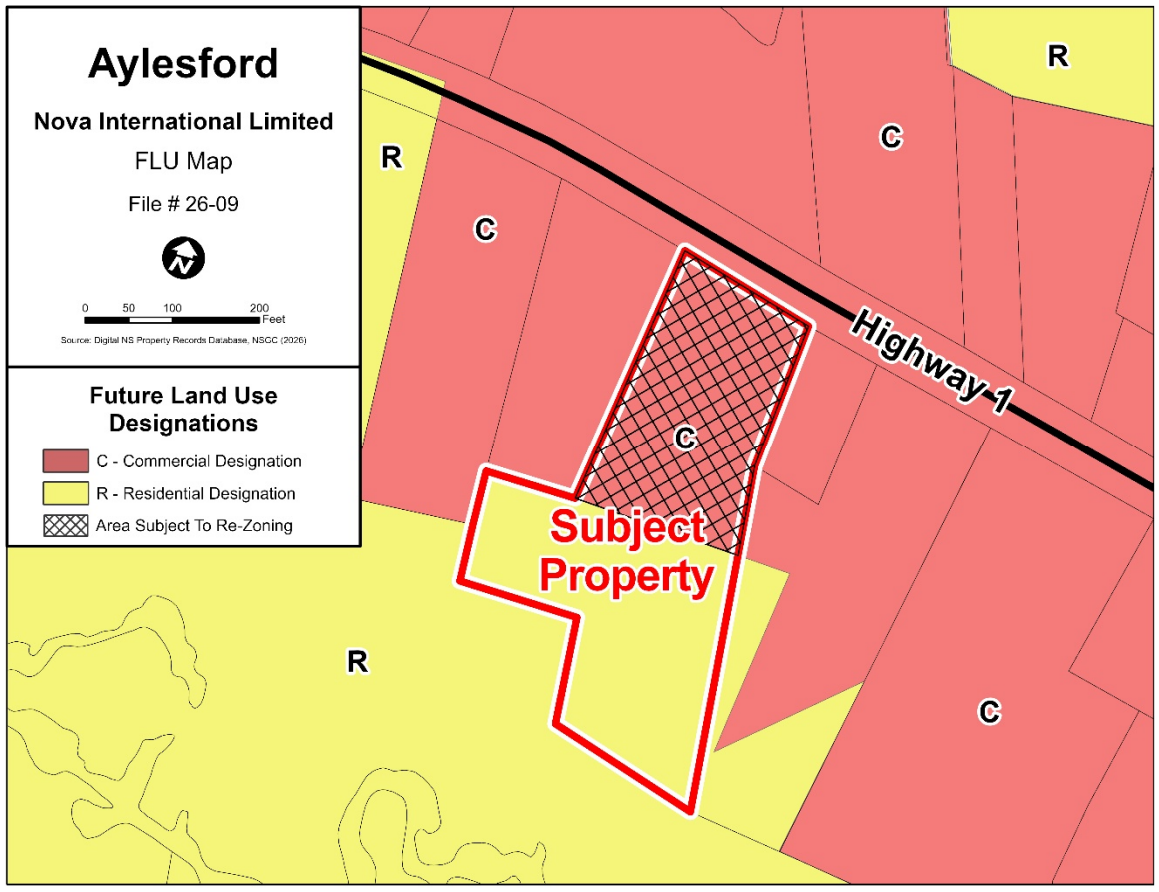
expand within an existing Growth Centre and along a main transportation route, which keeps development away from rural lands and helps to provide services to local communities and businesses.

9. APPENDIXES

Appendix A – Maps
Appendix B – Municipal Planning Strategy (By-Law #105), Section 5.3 – General Criteria for Development Agreements and Amending the Land Use By-Law
Appendix C – Proposed Land Use By-Law Map Amendment (By-Law #106)

Appendix A – Maps





Appendix B – Municipal Planning Strategy (By-Law #105), Section 5.3 – General Criteria to consider 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 the Strategy.

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

Criteria	Comments
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;	The proposed Land Use By-law map amendment is consistent with the intent of the Municipal Planning Strategy, and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;	The proposed amendment is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
c. that the proposal is not premature or inappropriate due to:	
i. the Municipal or village costs related to the proposal;	The proposal does not involve any development costs to the Municipality.
ii. land use compatibility with surrounding land uses;	The directly surrounding uses are commercial, residential and agricultural. There is vacant land between the subject site and the dwelling to the east. Commercial uses are located to the north and west. Due to the Environmental Constraints (O1) Zone covering the southern half of the subject site there will always be a buffer between the site and the agricultural uses to the south. The northern portion of the subject site being considered for rezoning is proposed to be used for commercial display and potentially a future expansion of the existing building on 2784 Highway 1. The proposed uses are relatively low impact and there are not expected to be any land use compatibility issues caused by the proposed rezoning.
iii. the adequacy and proximity of school, recreation and other community facilities;	Not applicable
iv. the creation of any excessive traffic hazards or congestion due to road or	The Department of Public Works has confirmed the adequacy of road networks and did not indicate any concerns with the proposal.

pedestrian network adequacy within, adjacent to, and leading to the proposal;	
v. the adequacy of fire protection services and equipment;	The Aylesford Fire Chief has confirmed the adequacy of fire services and equipment for the property.
vi. the adequacy of sewer and water services;	The site is not connected to Municipal water or sewer services. The site is reliant on well water supply and septic systems for waste water. The property owner will be responsible for ensuring these services meet Provincial requirements.
vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;	Property owners are required to ensure that the post-development flow does not exceed the pre-development flow. Given the size of the subject site, which will remain a mostly permeable surface there are not expected to be any drainage problems as a result of the use.
viii. negative impacts on identified wellfields or other groundwater supplies for the area;	The property is not within any wellfield protection overlay.
ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or	The property owner is required to follow provincial guidelines related to soil erosion during any future earth movement or development.
x. negative impacts on lake water quality or nearby wetlands;	The subject property is not located in proximity of any lakes.
xi. negative impacts on neighbouring farm operations;	The proposal is not expected to impact any area farming operations due to the Environmental Constraints (O1) Zone covering the rear of the site and creating a buffer between any commercial uses and the agricultural uses.
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.	The subject property is considered suitable in terms of grades, soils, geological conditions, and proximity to natural features.

Appendix C – Draft Land Use By-Law Map Amendment (By-Law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BY-LAW 106
COUNTY OF KINGS LAND USE BY-LAW

By-Law Map Amendment to rezone 1.18 acres of 2796 Highway 1 (PID 55134662), Aylesford from the Mixed Commercial Residential (C3) Zone to the General Commercial (C1) Zone as shown on the copy of a portion of Map 1 below.



MUNICIPALITY of the COUNTY of KINGS

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

Application to enter a development agreement at 5 Cranberry Point Lane (PID 55040828), Halls Harbour

File: #26-15

Date: Tuesday, November 10, 2026

Prepared by: Melissa Chunick, Planner

Applicant and Landowners	Bob Petrie, Jim Petrie, and Julie Merryweather
Proposal	To enter into a development agreement to relocate an recreational cabin and accessory building from an adjacent property onto the subject property, which does not meet the requirements of the Land Use By-law.
Location	5 Cranberry Point Lane (PID 55040828), Halls Harbour
Lot Area	11,344 square feet
Designation	Shoreland Designation
Zone	Tidal Shoreland (T1)
Surrounding Uses	Residential and Seasonal Uses
Neighbour Notification	Neighbouring Properties within a 500-feet radius: 24 letters were sent to neighbouring property owners. Municipalities/Villages/Towns within a 5-kilometre radius: N/A

1. PROPOSAL

Bob Petrie, Jim Petrie, and Julie Merryweather have submitted an application to enter into a development agreement to permit the relocation of a recreational cabin and accessory building onto the property at 5 Cranberry Point Lane, Halls Harbour. The property is currently vacant, and the applicants propose to move the structures from an adjacent property, PID 55040810, to the subject property. As the subject property does not meet the Land Use By-law('LUB') requirements for lot area and road frontage, a development agreement is required to enable the proposed use.

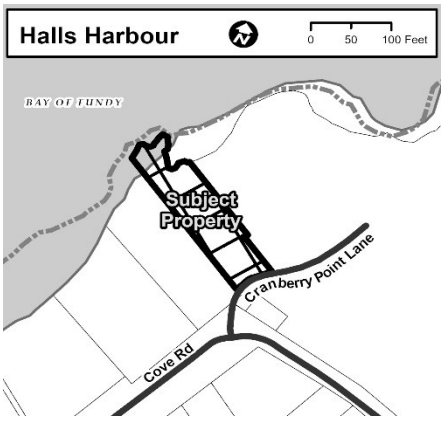


Figure 1: Ad Map

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 residential use and associated accessory building on the property at 5 Cranberry Point Lane (PID 55040828), Halls Harbour, which is substantively the same as the draft set out in Appendix D of the report Tuesday, November 10, 2026.

4. BACKGROUND

The applicants acquired the subject property in 2025, but have seasonally occupied an existing recreational cabin and accessory building on an adjacent property under different ownership since approximately 1971. The subject property is currently vacant, with its previous known use being residential. The applicants propose to move the structures from PID 55040810 to the subject property. The subject property is located within the Tidal Shoreland (T1) Zone. While recreational cabins, one-unit dwellings and accessory buildings are permitted uses in the zone, the property does not meet all of the applicable requirements as discussed below.



Figure 2: Aerial View

Recreational Cabins and one-unit dwellings in the Tidal Shoreland (T1) Zone are subject to minimum lot area and road frontage requirements, including a minimum lot area of 30,000 square feet and 100 feet of frontage. As shown in Figure 2, the property fronts on Cranberry Point Lane, which is not an approved

public or private road but instead a private right-of-way. To qualify as frontage, a road must be defined as public, meaning it is "*any road or highway owned and maintained by a municipality or the Province of Nova Scotia excluding designated controlled access highways pursuant to section 21 of the Public Highways Act*", or as a private road meaning it is "*a private road as defined in the Provincial Subdivision Regulations (Nova Scotia)".* These regulations require a private road to have been approved by the Nova Scotia Department of Public Works and shown on a plan of subdivision approved prior to August 1, 1987, and filed in the registry of deeds or have been approved by the Municipality through the Subdivision By-law. Cranberry Point Lane is not shown on any subdivision plans prior to 1987, is identified as a right-of-way in recent retracement surveys and has never received municipal approval through the subdivision process. Therefore, it does not qualify as road frontage, and the subject property does not meet the frontage requirement of the Tidal Shoreland (T1) Zone.

Each zone in the Land Use By-law establishes a minimum required lot area. The Tidal Shoreland (T1) Zone requires properties that are not on central services to have a minimum area of 30,000 square feet but the subject property is only 11,344 square feet. This is because the subject property was created through a quieting of title, which did not require municipal subdivision approval. The property boundaries were identified in a 1984 deed but were not shown on surveys of the property or surrounding lands at that time. In 2015, a quieting of title was registered resulting in an updated deed, and a 2019 retracement survey established the accurate property boundaries. The subject property has previously been identified as part of the adjacent property at 9/15 Cranberry Point Lane (PID 55040810). A quieting of title is not subject to the Municipal subdivision process and so the property was not required to meet minimum lot standards as the boundaries were already established.

The structures proposed to be relocated consist of an existing recreational cabin and accessory building constructed prior to the implementation of the Land Use By-law regulations. The applicants currently have a rental agreement with the owner of PID 55040810 permitting their use of the structures on the land. Moving the structures would not result in a change in use, as the applicants have advised that they will continue to use them for personal seasonal residential purposes. The proposed move is intended to address the existing property issues.

Given that the property does not meet the Land Use By-law requirements, the proposed use can only be permitted through a development agreement.

5. SITE INFORMATION

Staff conducted a site visit on July 6, 2026. The subject property is located on the Bay of Fundy in Halls Harbour. The irregularly shaped, vacant property is 11,344 square feet in area and has no road frontage, as Cranberry Point Lane is a right-of-way. Cranberry Point Lane provides access to PID 55040802, the subject property, and PID 55040810. The nearest public road to the subject property s Cove Road.

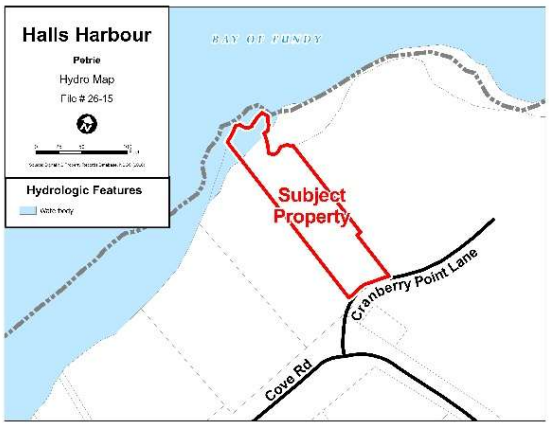


Figure 3: Hydrologic Features Map

The property is generally flat but slopes downward toward the waterfront. As the property is located on the Bay of Fundy a shoreland separation requirement applies. The Tidal Shoreland (T1) Zone requires a 75-foot setback from a recreational cabin or dwelling and 50-foot separation from accessory buildings to protect uses on the property from future shoreline changes. This setback is particularly important in areas around the Minas Basin, where coastal erosion is known to significantly alter the shoreline boundary.

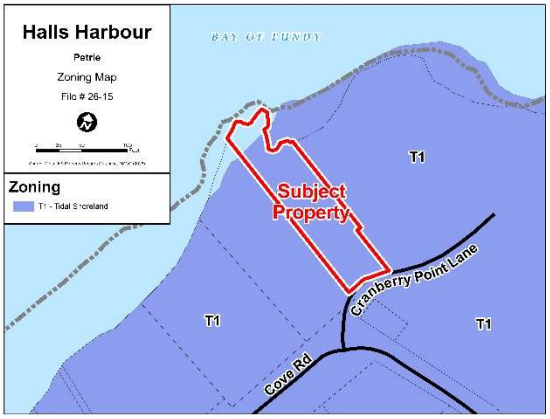


Figure 4: Zoning Map

The property is surrounded by residential and seasonal uses, with commercial uses located beyond Cove Road along Highway 359. The surrounding properties are similarly zoned Tidal Shoreland (T1). The closest commercial use is Parker's General Store on Highway 359. Properties along Cove Road and Cranberry Point Lane are similarly irregular in shape and size, as most were created prior to subdivision control.

6. PUBLIC CONSULTATION

Public Consultation: Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-004), a Public Information Meeting (PIM) was required because the application is to enter into a new development agreement. A total of 24 property owners within 500 feet of the subject property were notified of the planning application and the associated meeting via letter mail. Advertisements were also placed on the Municipal website, and social media sites a week before the meeting. The Public Information Meeting was held on July 30, 2026, in Municipal Council Chambers. Nine members of the public, including the applicants, were present at the meeting. The Planner's presentation was recorded following the meeting and posted on the Municipal website, where it has been available for viewing since.

Those who attended the meeting supported the application, and the questions received were primarily requests for clarification.

A clarification question was asked regarding whether the property where the structures are currently located is under different ownership or owned by the applicants. Staff confirmed that the property containing the existing structures is under different ownership and that the applicants own only the two structures proposed to be relocated on PID 55040810, which are currently under the civic of 9 Cranberry Point Lane, in addition to the subject property at 5 Cranberry Point Lane.

A question was asked regarding the process for request for comment letters where the use of the structures is not changing. Specifically, the inquiry questioned whether there should be any concerns with request for comments being sent to the Nova Scotia Department of Public Works (DPW) and the Municipality's Inspections and Enforcement Department. Regarding DPW, Staff determined that a request for comment was not required because the use of the structures will remain unchanged and the property does not have provincial road frontage. Staff advised that a request for comment from Inspections and Enforcement was required to ensure there are no initial concerns with moving the structures.

The final questions concerned why the property is not eligible for non-conforming rights given that it previously contained a dwelling. Staff explained that the property must meet specific criteria to qualify for non-conforming rights, including that the use cannot have been discontinued for more than 12 months. In this case, the property has been vacant for approximately 10 years and is therefore, no longer eligible.

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 LUB. Section 9.5.5 of the LUB states that,

> **Section 9.5.5 Uses Considered by Development Agreement**
>
> *Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Tidal Shoreland (T1) Zone:*
>
> *(d) Proposals for a one unit dwelling on lots that cannot reasonably meet the zone requirements in accordance with policy 3.5.18 of the Municipal Planning Strategy.*

7.2 Enabling Policy

Policy 3.5.18 of the Municipal Planning Strategy (MPS) enables Council to consider entering into a development agreement to permit the development of one-unit dwellings on lots where the dwelling

cannot meet the required lot standards of the Tidal Shoreland (T1) Zone. While the policy refers to one unit dwellings, a recreational cabin is considered a lesser use and, as such, it is Staff's opinion that the proposal can be considered under this policy. The policy states:

> *Council shall*
>
> **Policy 3.5.18** *consider only by development agreement proposals for one unit dwellings on lots where a single unit dwelling cannot reasonably meet the required lot standards or yards within the Tidal Shoreland (T1) Zone. In evaluating such development agreements, Council shall be satisfied that the proposal:*
>
> *(a) Maximizes a setback from the marine coast;*

Within the Tidal Shoreland (T1) Zone, properties with marine shoreline frontage are required to maintain a 75-foot setback from the marine shoreline for main dwellings and recreational cabins and 50 feet for accessory buildings. The subject property is located on the Bay of Fundy and is, therefore, subject to this requirement. The applicant has confirmed the structures will not be located within the required setback.

> *(b) Provides a surveyor of the top and toe of the bank existing at the time of consideration of the development agreement, and includes the survey in the development agreement application; and*

As the subject property has water frontage, the above policy requires a site plan showing the top and toe of the bank existing at the time of consideration of the development agreement. A site plan was submitted by the Applicant showing the top and toe of the bank along with the development envelope for the structures. This site plan will carry with the development agreement and if there are any changes to the property due to erosion, the original location of the structures in the context of the property today will still be known.

> *(c) The proposed meets the general development agreement criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law.*

This criteria is discussed in Section 7.4 of this report and reviewed in detail in Appendix C.

7.3 Supporting Policies

The subject property is identified as being located in the rural area on Schedule A – Municipal Structure as it is not within a Growth Centre. Section 2.2 of the Municipal Planning Strategy includes the goal, objectives, and policies relating to Rural Areas. The proposal aligns with the Arts and Culture objective, which is to "*maintain the rural character and landscape of areas outside of Growth Centres as part of the region's cultural identity".* As there was previously a dwelling on the property and the structures proposed to be moved are existing, the relocation will not have an impact on the area's landscape of cultural character.

The subject property is located within the Shoreland Designation and is zoned Tidal Shoreland (T1). The goal of the Shoreland Designation is "*to identify lands where limited shoreland development is appropriate and to minimize the impacts of that development and the natural environment on each other",* and the settlement objective further states, *"to provide limited development opportunities in shoreland areas".* The proposal is consistent with these goals and objectives, as it involves relocating existing structures without introducing new development and the use is low impact. Further, the proposal is consistent with the intent of the Tidal Shoreland (T1) Zone, which states the following:

> *Council shall:*
>
> **Policy 3.5.2** *establish the following Shoreland Zones in the Land Use By-law:*
>
> *(c) Tidal Shoreland (T1): lands within this zone are intended to provide pockets of concentrated opportunity for residential development along the marine coast, and institute controls intended to protect development from coastal hazards.*

The proposed relocation of the recreational cabin and accessory building is consistent with the above intent to provide residential development opportunities along the coast. As previously explained, the LUB requires recreational cabins and dwellings on properties with marine shoreline frontage to be located at least 75 feet and accessory buildings to be 50 feet from the marine shoreline. The proposed structures will be located to meet these requirements.

7.4 General Policies

Section 5.3.7 on the Municipal Planning Strategy contains various criteria for assessing planning applications. These criteria consider the proposal's impact on the road network, services, development patterns, environment, finances, and wellfields, as well as its consistency with the intent of the Municipal Planning Strategy. The proposed development will result in no costs to the Municipality and is compatible with surrounding land uses. There are no concerns regarding traffic hazards or congestion or pollution. These criteria are reviewed in detail in Appendix C.

8. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

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

- Enables the development of a recreational cabin or one unit dwellingand accessory building (shed) to be moved from 9 Cranberry Point Lane (PID 55040810) to 5 Cranberry Point Lane (PID 55040828), which currently sits vacant.
- Ensures a marine shoreline setback of 75 feet from the recreational cabin/dwelling and 50 feet from the accessory building.

- Establishes a site plan of the top and toe of the bank for coastal erosion monitoring and observation.

9. CONCLUSION

The proposed relocation of the recreational cabin and accessory building are in keeping with the intent of the Municipal Planning Strategy, including the general criteria for all development agreements. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

10. APPENDICES

Appendix A – Maps
Appendix B – Site Photos
Appendix C – General Criteria for Development Agreements and Amending the Land Use By-law
Appendix D – Development Agreement

Appendix A – Maps

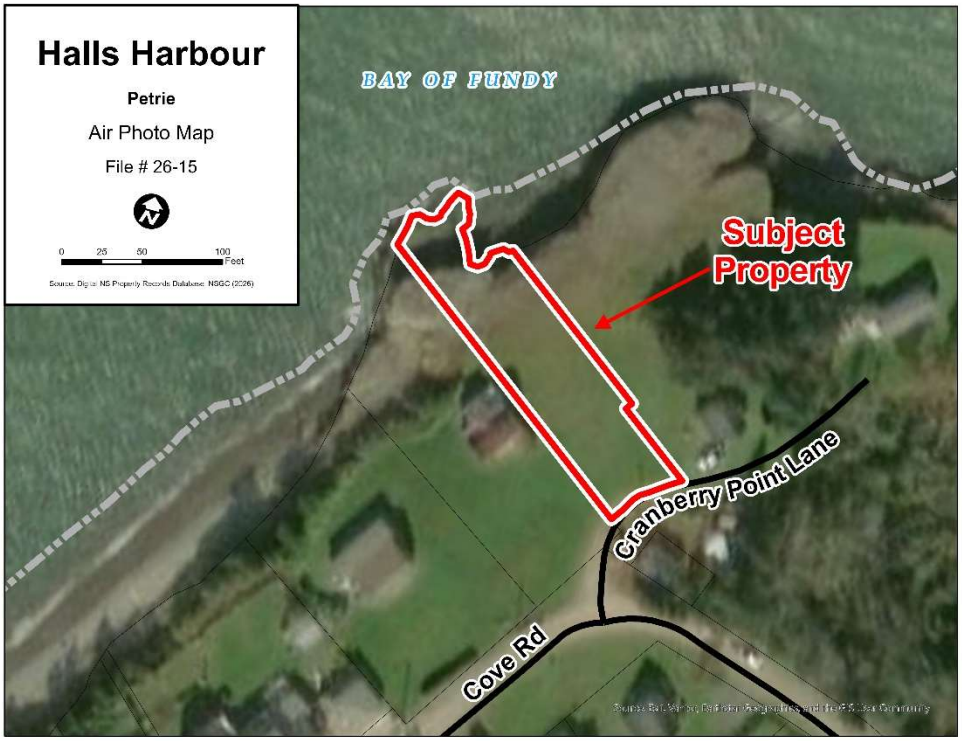


Figure 1: Aerial view of the subject property

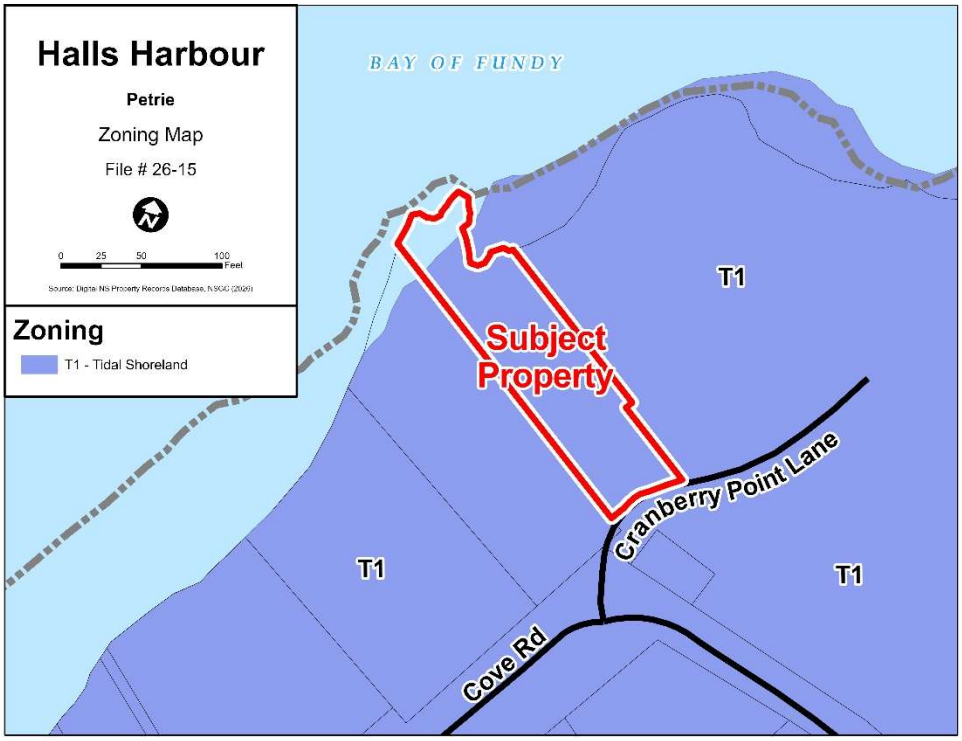


Figure 2: Zoning Map

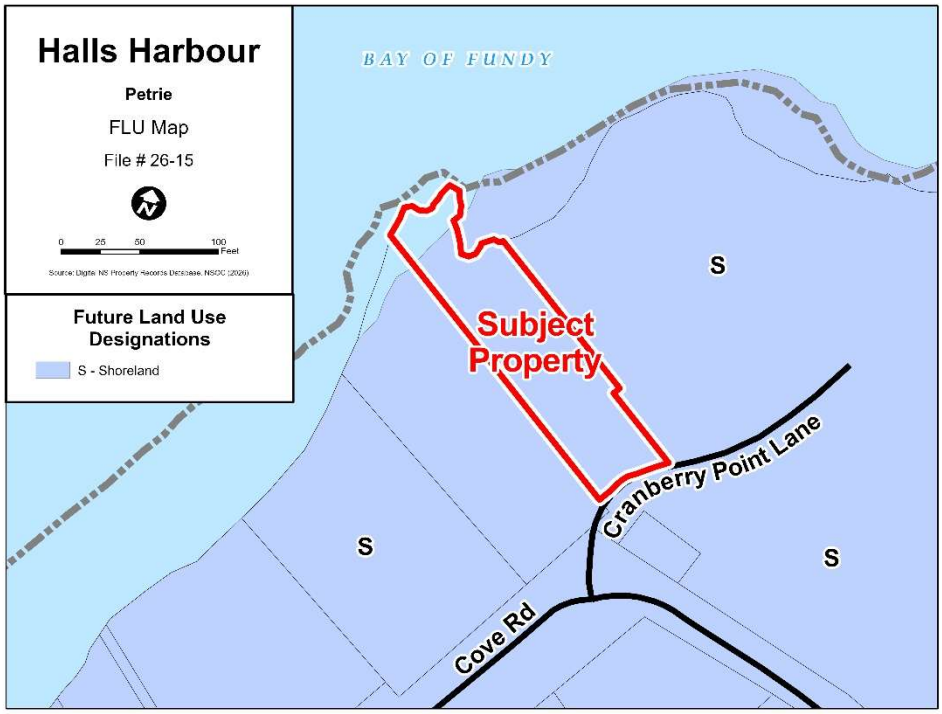


Figure 3: Future Land Use Designations Map

Appendix B – Site Photos



Image 1: Existing recreational cabin and accessory building which currently site on 9 Cranberry Point Lane.



Image 2: Looking at the subject site from Cranberry Point Lane. The site is bordered by Cranberry Point Lane, which is the gravel driveway in the foreground; the white dwelling on the left, which is on a separate property under different ownership, the trees on the right, which are on the adjacent property the structures are currently on, and the Bay of Fundy at the rear.



Image 3: Looking from the rear property of the lot line towards the front at Cranberry Point Lane.



Image 4: Looking from Cranberry Point Lane to Cove Road.



Image 5: Looking down Cranberry Point Lane from Cove Road. The subject property is marked with the red arrow.



Image 6: Looking right from Cranberry Point Lane onto Cove Road and out towards Highway 359.



Image 7: Looking left from Cranberry Point Lane onto Cove Road, which continues up until it ends.

Appendix C – Section 5.3.7 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
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;	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.
b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;	The proposal is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
c. that the proposal is not premature or inappropriate due to:	
i. the Municipal or village costs related to the proposal;	The proposal does not involve any development costs to the Municipality.
ii. land use compatibility with surrounding land uses;	The proposed recreational cabin and accessory building will be compatible with the surrounding uses, which include residential uses, tourist accommodations and commercial uses.
iii. the adequacy and proximity of school, recreation and other community facilities;	The use of the structures will continue to be used for personal and seasonal residential uses, which would continue to fit in with the area.
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;	Not applicable as the subject property is not located on an approved public or private road and the density is not changing.
v. the adequacy of fire protection services and equipment;	The Halls Harbour Fire Department has indicated that fire protection services are adequate for the proposal.
vi. the adequacy of sewer and water services;	The property is to be serviced by on-site sewer and water systems. The property owner will be responsible for ensuring these services meet provincial requirements.
vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;	No issues with the existing drainage have been raised. Staff do not anticipate drainage issues.

viii. negative impacts on identified wellfields or other groundwater supplies for the area;	The property is not located within any identified wellfield protection overlay.
ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or	Staff do not anticipate any issues as no additional development is permitted in addition to the relocation of the structures. In addition, the structures are required to meet the minimum shoreline setback distance. There are no watercourses running through the property.
x. negative impacts on lake water quality or nearby wetlands;	Not applicable as the property is not located within proximity to any lakes or wetlands.
xi. negative impacts on neighbouring farm operations;	Not applicable as there are no farms in proximity to the subject property.
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.	The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-ways.

Appendix D – Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

ROBERT DOUGLAS PETRIE, JAMES KEITH PETRIE, RACHEL JULIA MERRYWEATHER, 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 55040828; and

WHEREAS the Property Owner wishes to use the Property for Residential Uses; and

WHEREAS the Property is situated within an area designated Shoreland on the Future Land Use Map of the Municipal Planning Strategy, and zoned Tidal Shoreland (T1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.5.18 of the Municipal Planning Strategy and section 9.5.5(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 114 of the Municipality, approved January 14, 2026, 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 uses:

(a) a recreational cabin or one unit dwelling within the area labelled as "*Development Envelope"* on Schedule B Site Plan; and

(b) accessory buildings to the recreational cabin or one unit dwelling subject to the provisions of the Tidal Shoreland (T1) Zone.

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 Road frontage requirement – waived

Development that is permitted by Section 2.1 of this Agreement may proceed with no public or private road frontage.

2.3 Site Plan

All uses enabled by this Agreement on the Property shall be developed in general conformance with Schedule B, Site Plan, except to the extent authorised in writing by the Development Officer pursuant to Section 3.2 of this Agreement.

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

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

2.6 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.

2.7 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.

2.8 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Property Owner, and shall be reinstated, removed, replaced or relocated by the Property Owner as directed by the authority having jurisdiction.

2.9 Drainage, Erosion and Sedimentation Control

(a) The property owner is responsible for implementing effective storm water management techniques to prevent post-development runoff from adversely affecting neighbouring properties.

(b) 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.

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;

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 the Chief Administrative Officer at the request of the Property Owner without a public hearing provided the Property Owner is named as a party to this Agreement.

3.5 In accordance with section 234 of the *Municipal Government Act* if the Property, in whole or in part, has been conveyed to a person or entity not named as a party to this Agreement, discharge of this Agreement shall be considered by Council without a Public Hearing.

3.6 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of the Chief Administrative Officer or 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.

3.7 This Agreement may be discharged 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 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 30 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 Regulatory and Appeals 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. Upon the written request of the Property Owner providing bona fide reasons for delay, the Development Officer, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(c) The Property Owner shall be in complete compliance with all other provision 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 in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

_____
Witness

_____
David L Corkum, Mayor

_____
Witness

_____
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

NAME OF COMPANY OR PERSON

_____
Witness

_____
Robert Douglas Petrie

_____
Witness

_____
James Keith Petrie

_____
Witness

_____
Rachel Julia Merryweather

Schedule A

Property Descriptions

(Source – Property Online, September 24, 2026)

Lot CRW-1C (PID 55040828)

ALL THAT CERTAIN Parcel of Land; shown as Lot CRW-1C on a Plan of Survey titled: "Lot CRW-1B and Lot CRW-1C, Land of Charles R. Webster and Ian Webster, Cove Road, Halls Harbour, Kings County, Nova Scotia", prepared by Annapolis Valley Surveys Limited, Michael McKenna, NSLS, bearing plan no. 15-089A which said plan is dated the 15th day of January 2016, and which said Lot CRW-1C may be more particularly described as follows:

BEGINNING at a point on the edge of a rock outcropping marking the ordinary high water mark of the Bay of Fundy at the northwest corner of Land of Joseph F. Brennan and Carol Ann Brennan (PID 55040802).

THENCE to run along the edge of the rock outcropping and the ordinary high water mark in an northerly, easterly and northerly direction for a distance of 153 feet more or less to a point.

THENCE to run at a bearing of S 52 degrees 57 minutes 54 seconds E along the southern boundary of Lot CRW-1B for a distance of 28 feet to a survey marker set and continuing in the same direction for an additional 96.22 feet to a survey marker set.

THENCE to run at a bearing of S 37 degrees 02 minutes 04 seconds W for a distance of 5.00 feet to a survey marker set.

THENCE to run at a bearing of S 52 degrees 57 minutes 54 seconds E along the southern boundary of Lot CRW-1B for a distance of 57.00 feet to a survey marker set on the western edge of a gravel driveway.

THENCE to run in a southwesterly direction along the western edge of a gravel driveway to a survey marker set, tie line being S 46 degrees 39 minutes 30 seconds W for a distance of 50.01 feet to the northern boundary of land of Joseph F. Brennan and Carol Ann Brennan.

THENCE to run at a bearing of N 52 degrees 57 minutes 54 seconds W along the northern boundary of Joseph F. Brennan and Carol Ann Brennan for a distance of 141.66 feet to a survey marker found and continuing in the same direction for a distance of 80 feet to the POINT OF BEGINING.

AREA containing 11,344 sq. ft.

BEARINGS are referred to the Nova Scotia 3 degree Modified Transverse Mercator Grid, Zone 5, Central Meridian 64 degrees 30 minutes W.

BENEFIT

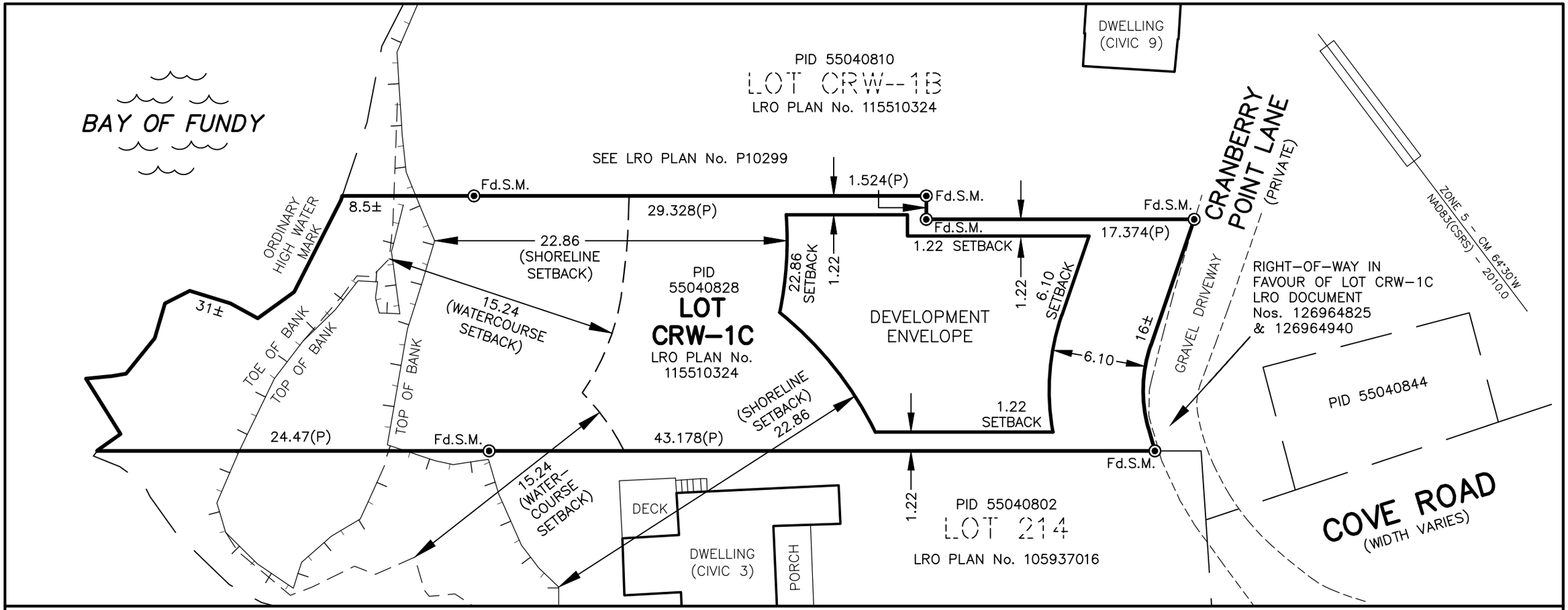
TOGETHER WITH an Easement\Right of Way as described in a Deed registered in the Kings County Land Registration Office as Document 126964825 on January 07, 2026.

*** 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)(ib) resulting from the quieting of a title.



SKETCH SHOWING LOT CRW–1C LANDS OF ROBERT DOUGLAS PETRIE, JAMES KEITH PETRIE AND RACHEL JULIA MERRYWEATHER

CRANBERRY POINT LANE (PRIVATE) AND COVE ROAD
HALLS HARBOUR, KINGS COUNTY, NOVA SCOTIA

6 3 0 6 12 18 24 30

SCALE : 1/300 (METRIC)

DATE: NOVEMBER 4, 2026

DWG: 26–105–60

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

LEGEND:
(P) = PLAN
◉Fd.S.M. = FOUND SURVEY MARKER
LRO = LAND REGISTRATION OFFICE
PID = PROPERTY IDENTIFICATION NUMBER
SQ.M. = SQUARE METRES

THE ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS
FOUNDED 1951
EDWARD R. DAVISON N.S.L.S.
626
MEMBER