



PLANNING ADVISORY COMMITTEE MEETING

TUESDAY, January 12, 2021

Following a Public Information Meeting at 1:00 pm
Council Chambers, 181 Coldbrook Village Park Drive

A G E N D A

PLANNING ADVISORY COMMITTEE MEETING

1. Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Amendments to Agenda
5. Disclosure of Conflict of Interest Issues
6. Approval of Minutes
 - a) December 8, 2020 1
7. Business Arising from the Minutes
8. Business
 - a) Application to enter into a development agreement to permit an event venue and mobile canteens accessory to an operating farm business – 9146 Highway 221 (PID 55468086), Sheffield Mills (File# 20-02, Will Robinson-Mushkat) 4
 - b) Application to rezone 673 Cambridge Road (PID 55485700) Cambridge from Residential One and Two Unit (R2) Zone to the Residential Multi-Unit (R4) Zone (File# 20-12, Will Robinson-Mushkat) 32
9. Other Business
 - a) Nomination of a Planning Advisory Committee member to the Lake Monitoring Program's Technical Advisory Committee
10. Public Comments
11. Date of Next Meeting – February 9, 2021 - 1:00 p.m.
12. Adjournment

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PLANNING ADVISORY COMMITTEE

Meeting, Date and Time	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, December 8, 2020, at 1:00 p.m. in the Council Chambers at 181 Village Park Drive, Coldbrook.
Attending	In Attendance:
PAC Members	Councillor June Granger – District 1 Councillor Martha Armstrong – District 4 Councillor Jim Winsor – District 7 Councillor Peter Allen – District 9 Councillor Dick Killam – District 5 Emile Fournier – Citizen Member Aaron Dondale – Citizen Member
Municipal Staff	Trish Javorek - Director Planning and Inspections Laura Mosher - Manager of Planning and Development Services Mark Fredericks - Planner Will Robinson-Mushkat – Planner Chloe Austin – Recording Secretary
Other	Councillor Tim Harding – Alternate
Regrets	Michael Kuhn – Citizen Member
1. Meeting to Order	Trish Javorek, Director of Planning and Inspections, called the meeting to order at 1:01 pm.
2. Roll Call	Roll call was taken.
3. Introduction of Committee Members	The committee members introduced themselves.
4. Election of Chair	Ms. Javorek opened the floor for nominations for Chair. Councillor Allen nominated Councillor Armstrong. Councillor Armstrong accepted the nomination. Councillor Killam seconded the nomination. No other nominations were made. Councillor Armstrong was appointed Chair. Councillor Armstrong assumed the role of Chair.
5. Election of Vice Chair	The Chair called for nominations for the position of Vice Chair. Councillor Winsor nominated Councillor Killam. Councillor Killam accepted the nomination. Councillor Granger seconded the nomination. No other nominations were made. Councillor Killam was appointed Vice Chair.
6. Amendments to Agenda	There were no amendments to the agenda.
7. Approval of the Agenda	On motion of Mr Fournier and Councillor Winsor, that the agenda be approved. The question was called on the motion. Motion carried.

b. LUB Map Amendment to rezone the Grand View Manor, 110 Commerical Street – PID 55141121 (portion of) and PID 55141139 from the Rural Mixed Use (A2) Zone to the Institutional Zone (File 20-15, Will Robinson-Mushkat)

Will Robinson-Mushkat, Planner, presented the application by Grand View Manor to rezone a portion of PID 55141121 and PID 55141139 from the Rural Mixed Use (A2) Zone to the Institutional (I1) Zone to accommodate future expansions to Grand View Manor.

Questions of Clarification:

Councillor Winsor asked a question about the Town boundary vs the Municipal land. The Grand View Manor property is partially within Town boundaries and partially on Municipal land.

Councillor Killam asked if zoning change was part of the requirements for future construction and expansion for Grand View Manor. It was clarified that this change would allow that as of right under the new zoning.

On motion of Councillor Allen and Councillor Granger, that the Planning Advisory Committee recommend that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone a portion of the property at 108 and 110 Commercial Street (PID 55141121 and 55141139), South Berwick, from the Rural Mixed Use (A2) Zone to the Institutional (I1) Zone, as described in Appendix E of the report dated December 8th, 2020.

There was no debate.

The question was called on the motion.

Motion carried.

13. Other Business

Membership to the Centreville Area Advisory Committee (CAAC)

On motion of Councillor Killam and Mr. Fournier the Planning Advisory Committee recommends that Council appoint Logan Morse and Geof Turner, members of the Centreville District Community Development Association, to sit on the Centreville Area Advisory Committee for a one (1) year term and that Beverley Greening and Polina Dondale be appointed Members-at-Large for a two (2) year term.

The question was called on the motion.

Motion carried.

14. Date of Next Meeting

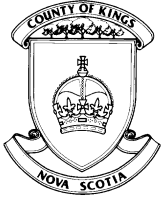
Tuesday, January 12, 2021 - 1:00 p.m.

15. Public Comments

None

16. Adjournment

There being no further business, the Chair declared the meeting adjourned at 2:56 p.m.



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

Application to enter into a development agreement to permit an event venue and mobile canteens accessory to an operating farm business - 9146 Highway 221 (PID 55468086), Sheffield Mills

(File 20-02)

January 12, 2021

Prepared by: Planning Services

Applicant	Matthew Harvie
Land Owner	MC Poultry Limited
Proposal	Event Venue and Mobile Canteens Accessory to a Agricultural and Farm Supportive Uses
Location	9146 Highway 221 (PID 55468086), Sheffield Mills
Lot Area	19 Acres
Designation	Agriculture
Zone	Agricultural (A1) Zone and Environmental Constraints (O1) Zone, Environmentally Sensitive Areas Overlay
Surrounding Uses	Agriculture uses and residential uses
Neighbour Notification	Staff sent notification letters to the 5 owners of property within 500 feet of the subject property

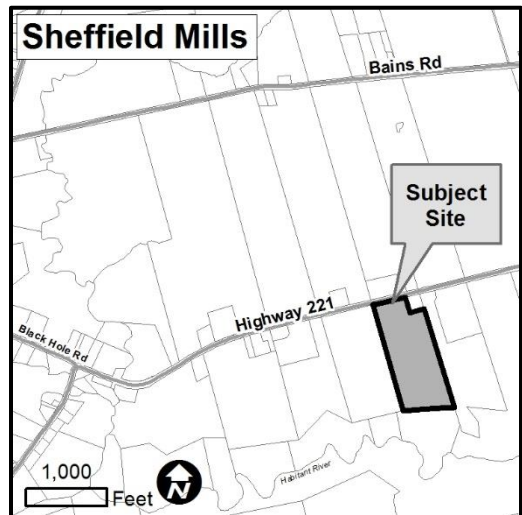
1. PROPOSAL

Mr. Matthew Harvie, Millstone Harvest Brewhouse, has applied for a development agreement to permit mobile canteens and event venue uses, accessory to the current agricultural and farm supportive uses which include a brewery, product sampling and retail sales at 9146 Highway 221 (PID 55468086), Sheffield Mills.

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. BACKGROUND

Millstone Harvest Brewhouse began as Sea Level Brewing in Port Williams, Nova Scotia. In 2017 the business was purchased by the current ownership group. The following year, 2018, the subject property, at 9146 Highway 221, Sheffield Mills, was developed with a Farm Supportive

Use consisting of a brewery with accessory sales and tasting. Millstone Harvest Brewhouse grows hops and berries on the property for use in the production of their beer. Millstone Harvest Brewhouse brews and cans their product on site and offers retail sales to the general public in the form of cans, growlers, and pints available for on site consumption. The applicant is seeking a development agreement that would permit mobile canteens and event venue uses as an accessory use to the Farming Business and current Farm Supportive Use on the property. The mobile canteen (food trucks), would serve food at events such as weddings, and on days when demand from patrons warrants the operation.

4. INFORMATION

4.1 Site Information

The subject property is located on Highway 221. The property has a lot area of approximately 19.0 acres and is mainly cleared for agricultural purposes. The developed portion of the subject property is relatively flat. It contains one agricultural building which houses the farm product processing and packaging, beverage sales and tasting, storage, and administration uses. The subject property is designated Agricultural (A) and zoned Agricultural (A1), except for a small portion of the property located at the southern boundary, which is zoned Environmental Constraints (O1), this small portion slopes downwards towards the Habitant River. This area in the southern portion of the property is also subject to an Environmentally Sensitive Area (ESA) Overlay.

The land uses surrounding the subject property are primarily agricultural and residential uses. Highway 221 is a provincial highway running in a primarily east-west direction. Highway 221 originates in Kingsport and ends in Annapolis County. The Village of Canning, approximately 1.7 kilometres east of subject property is designated as a Growth Centre within the Municipality and has a mixture of residential, commercial, institutional and other forms of land uses. Sheffield Mills, located at the intersection of Highway 221 and Black Hole Road is located approximately 1.2 kilometres west of the subject property. Sheffield Mills is a small community consisting of exclusively residential and agricultural land uses.

4.2 Site Visit

A Municipal Planner conducted a site visit on the subject property on February 25th, 2020. At this time, staff met with the applicant and further discussed the proposal.

4.3 Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on Wednesday, March 11th, 2020, at the Village of Canning multi-complex, with approximately 20 members of the public in attendance. The meeting notes from this meeting are attached as Appendix B.

4.4 Requests for Comments

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

4.4.1 Department of Transportation and Infrastructure Renewal (DTIR)

- No comment was received from DTIR but an access permit for the existing driveway has been issued specific to the uses permitted by the proposed development agreement.

4.4.2 Nova Scotia Environment (NSE)

- No comments were received from NSE.

4.4.3 Municipality of the County of Kings Building and Enforcement

- The applicant will be required to meet all applicable minimum standards of the building code.
- Fire protection services for the subject property have been deemed to be adequate by the local fire chief.
- There are specific licenses which will need to be obtained through the Alcohol and Gaming division of the Provincial government, pertaining to liquor consumption as part of the event venue use. The applications for such licensing will need to be applied for through Alcohol and Gaming. Prior to licensing, fire inspections and approvals will need to be obtained through the Municipality's Building and Enforcement Service or the Office of the Fire Marshal.

4.4.5 Municipality of the County of Kings Development Control

- Comments from Development Control have, in part, informed the terms of the draft development agreement with regard to the proposed development as well as subject to the requirements of By-law #90 – Vendors By-law.

5. POLICY REVIEW – DEVELOPMENT AGREEMENT

5.1 Development Agreement

A development agreement is a contract between a landowner and the Municipality to permit a use not normally permitted within the zone applied to a property. In turn, the Municipality is able to negotiate additional controls to minimize and mitigate potential negative impacts that may be associated with the use(s) enabled within the development agreement. The ability for Council to consider a development agreement must be stated in the Land Use By-law (LUB) and the Municipal Planning Strategy (MPS). The MPS must also identify the types of uses Council may consider under each development agreement. Uses that Council may consider are those that Council has determined has increased potential for negative impacts on an area that a negotiated process is required to ensure the potential negative impacts are minimized. In the MPS Council identifies both specific and general criteria that must be considered when making decisions regarding a development agreement. This Application was received during the approval process for new planning documents and therefore needs to be reviewed under both sets of documents since both were in force at the time this application was received

5.2 Land Use Bylaw (Bylaw 75)

The proposal may be considered by development agreement according to Clause 5.2.13 of the LUB which states: *“Council shall provide for agri-tourism uses within the (A1) Zone by development agreement pursuant to Policy 3.2.8.2 of the Municipal Planning Strategy.”*

5.3 Land Use By-Law (By-law #106)

The proposal may be considered by development agreement according to Clause 8.3.5 (a) of the Land Use By-Law, which states: *“Event venues and restaurants accessory to an operating farming business in accordance with policy 3.4.15 of the Municipal Planning Strategy.”*

5.4 Municipal Planning Strategy (Bylaw #56)

Policy 3.2.8.2.1 of the Municipal Planning Strategy states: *“It shall be the policy of Council to permit the following agri-tourism related commercial uses by development agreement, subject to the conditions in 3.2.8.2.2...”*

d. restaurants; and,

e. accessory uses to the above”

The subsequent policy, 3.2.8.2.2, establishes the specific criteria for which Council shall have regard when considering a development agreement application under Policy 3.2.8.2.1: *“In considering a development agreement enabled under 3.2.8.2.1, Council shall be satisfied that the development, its uses and any associated structures:*

- a. Will involve the conversion of existing buildings, building additions, or new buildings in yards that are not used, or could be reasonably used for the cultivation of crops*

The applicant intends on using mobile food trucks and tents for the uses permitted by the proposed development agreement.

- b. Will not create compatibility problems with any adjacent farming operations and agricultural activities that may be undertaken, such as spraying of pesticides and the spreading of manure*

The development agreement, as drafted, contains a clause standard for all development agreements within the Agricultural designation, acknowledging active farming practices which may generate traffic, noise, dust and odors.

- c. Signage will only be constructed of wood or metal. No internally illuminated signage will be permitted.*

Clauses within the development agreement, as drafted, provide for the regulation of signage and a prohibition on internally illuminated signs.

- d. Any new buildings or building additions will be sensitive to the surrounding rural architectural styles. Preference will be given to traditional cladding materials such as wood or stone. Preference will also be given to traditional roof, door, and window styles of the area; and,*

Architecture is regulated by the development agreement, as drafted, and must be sensitive and conform with the rural character of the area.

- e. *Can meet all the applicable policies of this Strategy, including those in Part 6.*
The application can meet the general development criteria and is outlined in Appendix C of this report.

5.5 Municipal Planning Strategy (By-law #105)

3.4.15 consider only by development agreement proposals for event venues or restaurants to be developed within the Agricultural (A1) Zone. In evaluating such development agreements Council shall be satisfied that the proposal:

- (a) *Is accessory to an operating farm business and the owner's income from the farming business for the previous year exceeds the income from all other sources;*
The applicant has demonstrated that their income from farming practices exceeds all other sources of income.
- (b) *Establishes a maximum setback from the road for any proposed structure to minimize disruption to land in production;*
The development envelope and layout of the site concentrate the uses permitted by the development agreement on the portion of the property closest to Hwy. 221, leaving the vast majority of the property for agricultural production and uses.
- (c) *Includes the conversion of a building existing on the date of application or the construction of a new building. If the proposal includes a new building, Council shall be satisfied that the location of the new building minimizes potential negative impacts on current or future farming practices;*
The uses proposed through the development agreement would occur in temporary structures and buildings that existed on the date of application.
- (d) *Includes, if the ability to use temporary structures is requested:*
- (i) *a maximum number of times each year that temporary structures may be located on the lot;*
- (ii) *a maximum duration for each time temporary structures are located on the lot;*
and
- (iii) *the location on the lot of any proposed temporary structure;*
The location of the proposed temporary structure is identified on the development envelope on Schedule B – site plan. The temporary structures (tents) for the event venue use are permitted to be erected from the 1st of May to the 1st of November, inclusive.
- (e) *Excludes the ability to obtain or use a cabaret licence or its equivalent;*
The applicant does not have the ability to obtain a cabaret license as the uses enabled by the development agreement do not permit live entertainment on a scheduled, regular basis.

(f) Includes sufficient parking for the proposed permanent structure and any proposed temporary structures. Council shall be satisfied that the parking areas:

- (i) are flat, stable surfaces;*
- (ii) are in close proximity to the restaurant or event venue; and*
- (iii) are designed for easy reversion back to agricultural production; and*

The parking areas for the uses enabled by the development agreement are identified on the site plan and in close proximity to, or located within, the development envelope. The surfaces are flat and are not paved.

(g) The proposal may include small-scale accessory fixed roof accommodation; and
At this time there is no indication from the applicant that they intend to include small-scale fixed roof accommodation as part of the development agreement.

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

The application can meet the general development criteria and is outlined in Appendix D of this report.

5.4 General Development Agreement Criteria

Municipal Planning Strategy (Bylaw #56) section 6.3.3.1 contains the criteria to be used when considering all development agreement proposals. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy (see Appendix C for a full review).

MPS subsection 6.3.3.1 (c) specifies a number of controls that may be put into the terms and conditions of a development agreement in order to reduce potential land use conflicts. Provisions that have been included in the draft development agreement include controls on access, outdoor storage and display, signs and lighting, hours of operation, and maintenance of the development.

Municipal Planning Strategy (By-law #105) section 5.3.7 contains a list of evaluative criteria used to consider all development agreement applications and land use by-law amendment proposals.

It is Staff's opinion that the proposal meets the general criteria in that it will not result in any direct costs to the Municipality, raises no concerns in terms of traffic or access, is compatible with the surrounding development pattern, is serviced by a private sanitary septic system, is compatible with adjacent uses, and raises no concerns regarding emergency services.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

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

- Regulation of the uses on the property

- Regulation of parking
- Regulation of the hours of operation
- A site plan illustrating a development envelope and parking area for the uses enabled by the development agreement.
- A list of substantive matters, including the uses permitted through the development agreement on the property, and changes to the site plan
- Acknowledgement that the subject property is located in an active agricultural area and agricultural uses can result in traffic, noise, dust, and odors

7. CONCLUSION

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by policies regarding agri-tourism and development agreements within the Agricultural designation. The proposal meets all other general Development Agreement criteria. As a result, a positive recommendation is being made by Staff to the Planning Advisory Committee.

8. STAFF RECOMMENDATION

Staff recommends that the Planning Advisory Committee forward a positive recommendation by passing the following motions:

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 an event venue and mobile canteen uses accessory to an active farm business - 9146 Highway 221(PID 55468086), Sheffield Mills, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated January 12, 2021.

9. APPENDIXES

Appendix A: Reference Zoning Map

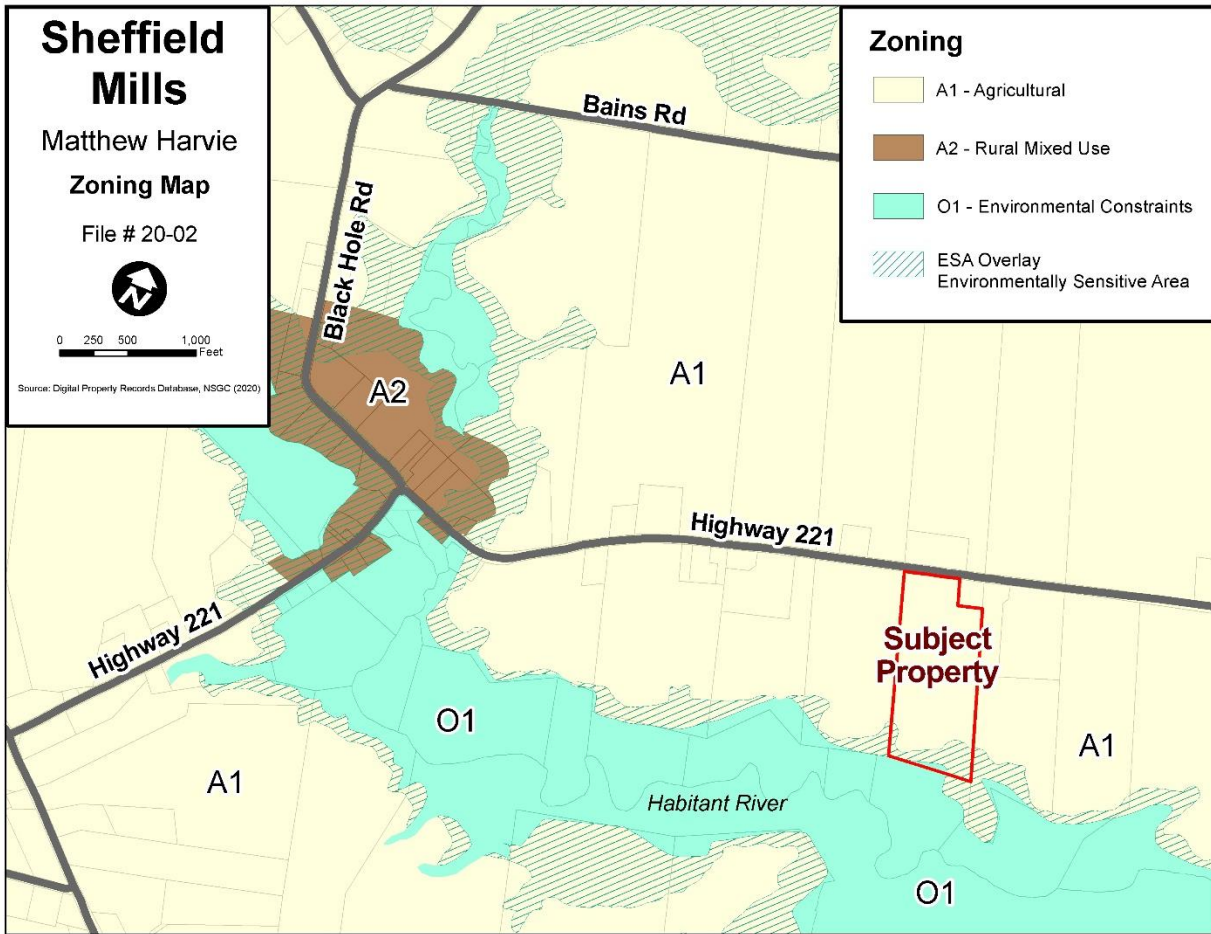
Appendix B: Public Information Meeting (March 11, 2020) Notes

Appendix C: General Development Agreement Criteria (Bylaw #56)

Appendix D: General Criteria to Consider for all Development Agreements and Land Use By-law Amendments (By-law #105)

Appendix E: Draft Development Agreement

Appendix A – Reference Zoning Map



Appendix B – Public Information Meeting Notes

MUNICIPALITY OF THE COUNTY OF KINGS

PLANNING AND DEVELOPMENT SERVICES

PUBLIC INFORMATION MEETING NOTES

Planning application for a Development Agreement to permit event venue and mobile canteen uses accessory to an operating farm business - 9146 Highway 221(PID 55468086), Sheffield Mills

Meeting, Date and Time A Public Information Meeting was held on Wednesday March 11, 2020 at 7:00 p.m. at the Canning Multi-Complex, 977 J Jordan Road, Canning, N.S.

Attending In Attendance:

Council Members Councillor Meg Hodges (Chair)

Planning Staff Will Robinson-Mushkat – Planner, Planning and Development Services

Applicant Matthew and Carolyn Harvie

Public 20 Members

Welcome and Introductions The Chair, Councillor Meg Hodges, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting. The Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal. No evaluation has been completed and no decisions have been made at this point.

Presentations Will Robinson-Mushkat provided an overview of the planning process and the application from Matthew Harvie (Millstone Harvest Brewhouse).

Matthew Harvie briefly addressed the members of the public in attendance with regard to their intentions for the growth and development of their family business. Mr. Harvie stated customer feedback reflected a need to provide food and event venue uses in addition to the existing uses currently occurring.

Comments from the Public Paul Bouche – Kingsport

- Asked what the typical timeframe for a development agreement application is?

Will Robinson-Mushkat stated that development agreement typically have a 6 to 8 month timeframe for completion.

Tim Ranston – Canning

- Stated daughter owns a restaurant in Canning.

- Thinks it is a great idea, and will be beneficial to the community.

Chris Cann – Baxter’s Harbour

- Asked what the catchment area would be for the food trucks

Carolyn Harvie responded that they had inquires from local owners/operators and were seeking to have the food trucks for the local area.

Malcom – Hwy. 221, Sheffield Mills

- Stated that the Harvie’s business has been very well received in the community and the proposal is a great idea.

Susan Meldrum – Bessie North House, Bessie North Road

- Owner of the Bessie North House and believes anything that can draw people to the area is beneficial

Andy Vermeulen – 98 Rabbit Square Road

- Owns and farms the property to the west of the Harvie’s property
- Recognizes the value of the project for the community but has concerns with regard to the food/safety aspect of the project, particularly regarding litter, and the impact on the agricultural uses
- Wants the project to go forward but wants to know what measures will be taken to address these concerns

Will Robinson-Mushkat noted that when development agreements occur for uses that are accessory to agricultural uses within areas that are designated and zoned for agriculture, a clause is inserted into the development agreement by which the applicant acknowledges that agricultural uses take precedent and that agricultural uses can cause increased traffic, noise, dust and odor which may impact the uses permitted by the development agreement.

Matt Harvie comments that he is aware of the need for farmers in the area to spray their crops and is willing to work with them to balance the needs of their farms. He also notes his distain for litter and intends to keep the area of the property with the food truck use as clean as possible.

Adjournment

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:29 p.m.

Will Robinson-Mushkat
Recording Secretary

Appendix C – General Development Agreement Criteria (Bylaw #56)

Policy 6.3.3.1

A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i>	The proposal is in keeping with the intent of the MPS. There is no Secondary Planning Strategy to consider for this application.
<i>b. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i>	There is an existing private on-site septic system and well which supports the existing uses and those permitted by the development agreement.
<i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i>	The proposal does not cause undue concern regarding pollution or contamination of water courses. The applicant is required to follow Municipal Specifications during construction.
<i>iv. the adequacy of storm drainage and the effect of same on adjacent uses</i>	The subject property is relatively flat and the property has sufficient area to contain storm drainage on the subject property.
<i>v. the adequacy of street or road networks in, adjacent to, and leading to, the development</i>	DTIR has no concerns regarding the adequacy of the road networks in, adjacent to, and leading to the development.
<i>vi. the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	Not applicable since the application is non-residential in nature.
<i>vii. adequacy of municipal fire protection services and equipment</i>	Municipal Building and Enforcement Services has indicated that the Canning Fire Chief has indicated that they can adequately service the proposal.
<i>viii. creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	This proposal does not result in a scattered development pattern. These types of uses permitted by the proposed development agreement are appropriate for rural, agricultural areas of the County.
<i>ix. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the</i>	The lot is suitable for development, and staff is not aware of any soil or geological conditions in

<i>relative location of watercourses, marshes, swamps or bogs</i>	the area that would have a negative impact on development.
<i>x. traffic generation, access to and egress from the site, and parking</i>	DTIR is satisfied that the proposed use will not generate an undue amount of traffic on the surrounding roads. The number of sufficient parking spaces is based on the commercial floor area of the permitted uses enabled by the development agreement.
<i>xi. compatibility with adjacent uses</i>	The uses enabled by the development agreement are compatible with adjacent uses provided the terms of the development agreement are respected.
<i>c. the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
<i>i. the type of use</i>	The draft development agreement specifies the permitted uses.
<i>ii. the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i>	No special requirements have been included.
<i>iii. the height, bulk and lot coverage of any proposed buildings or structures</i>	Structures for the event venue use (tents) are to be located in the development envelope and can be assembled and disassembled. The existing building can be expanded by up to 1200ft ² in the future to accommodate an expansion of the event venue use, provided it occurs within the development envelope.
<i>iv. traffic generation</i>	No special requirements are necessary.
<i>v. access to and egress from the site and the distance of these from street intersections</i>	The draft development agreement specifies that the access must be approved by DTIR before receiving permits.
<i>vi. availability, accessibility of on-site parking</i>	The draft development agreement requires a minimum number of parking spaces based on the commercial floor area of the permitted uses enabled by the development agreement.
<i>vii. outdoor storage and/or display</i>	Outdoor storage and display is limited to the underlying, permitted uses
<i>viii. signs and lighting</i>	The draft development agreement places restrictions on lighting.
<i>ix. the hours of operation</i>	The draft development agreement places controls on the hours of operation.
<i>x. maintenance of the development</i>	The draft development agreement requires that the property be maintained in good repair and a reasonable state.
<i>xi. buffering, landscaping, screening and access control</i>	The uses permitted by the draft development agreement must be contained within the development envelope.
<i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the</i>	The site is suitable with regard to topographical and geological conditions as well as the relative

<i>relative location of watercourses, marshes, swamps, or bogs</i>	location of watercourses, marshes, swamps, or bogs.
<i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i>	The draft development agreement provides for discharge of the agreement.
<i>xiv. appropriate phasing and stage by stage control</i>	Phasing is not applicable.
<i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i>	No performance bonding or security is needed.

APPENDIX D: By-law 105 - Municipal Planning Strategy, Policy 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
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The application is consistent with the vision statements, goals, objectives and policies of the Municipal Planning Strategy. There is no Secondary Plan for this area.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The application is not in conflict with any Municipal or Provincial programs, by-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The land uses surrounding the property are agricultural and rural residential uses. The development agreement contains a clause that acknowledges agricultural activities in the area
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable to this application.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Transportation and Infrastructure Renewal provided comments and did not raise concerns with the proposed structure/use.
<i>v. the adequacy of fire protection services and equipment;</i>	The Canning Fire Chief confirmed that fire protection services and equipment were adequate for the existing and proposed uses.
<i>vi. the adequacy of sewer and water services;</i>	Municipal Engineering and Public Works has confirmed that central sewer and water services are not available at the subject property. On-site services fall under the jurisdiction of Nova Scotia Environment.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Property owner is required to contain all post-development storm water flow on site.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	There are no identified wellfields in the area, nor groundwater supplies. The area is serviced by private wells.

<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	EPW has commented the applicant will be required to follow Municipal specifications and NSE regulations regarding soil erosion at the time of construction.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	Not applicable.
<i>xi. negative impacts on neighbouring farm operations;</i>	The current and proposed uses will not have an impact on neighbouring farm operations. A clause acknowledging active agricultural practices occurring in the area is contained within the development agreement.
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

Policy 5.3.8

Establish controls that may be needed to adequately address any concerns raised by the criteria set out in Policy 5.3.7 above, including but not limited to controls regarding:

Criteria	Comments
<i>a. the type of uses permitted on the lot;</i>	The types of uses permitted by the development agreement are controlled by the terms of the agreement.
<i>b. the location, height, bulk, and lot coverage of any proposed buildings or structures;</i>	Proposed structures will be controlled by the development agreement, land use by-law zone standards and building code regulations.
<i>c. access, egress and parking requirements including, but not limited to the following:</i>	
<i>i. the location of parking areas on the lot;</i>	Areas for parking are identified on site plan.
<i>ii. off-road parking and loading spaces, that do not require consistency with the Land Use By-law requirements;</i>	Parking and loading is not permitted off-site.
<i>iii. waiving parking requirements;</i>	Not applicable.
<i>iv. the acceptance of cash-in-lieu for required parking provided there is adequate street or parking on other sites to serve the commercial uses; and;</i>	Not applicable.
<i>v. shared parking arrangements;</i>	Not applicable.
<i>c. hours of operation;</i>	Regulated by development agreement.
<i>d. signs and lighting;</i>	Regulated by development agreement.
<i>e. phasing of the development;</i>	Not applicable.
<i>f. integrating the proposal into the surrounding area by means of good landscaping, buffering, sensitive site orientation and screening;</i>	Not applicable.
<i>g. reducing the impacts of noise, odour, dust, or light or any other form of emission on other properties in the area;</i>	The amplification of sounds is prohibited from occurring outside of the development envelope as identified on Schedule 'B' – Site Plan.

<i>h. reducing the potential for contamination of, or interference with, wellfields or other designated groundwater supply protection area;</i>	Not applicable.
<i>i. reducing contamination risk and damage to either the natural or built environment;</i>	Not applicable.
<i>j. managing lighting to reduce glare, light trespass, and skyglow;</i>	Regulated by development agreement.
<i>k. architectural features, including but not limited to bulk, scale, height, roof shape, building materials, exterior cladding, and shape and size and placement of doors and windows, to ensure they are visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition;</i>	Regulated by development agreement. Any new permanent structure is to be designed in a manner that is architecturally compatible with the surrounding area.
<i>l. ensuring the proposal provides sufficient park and trail features consistent with the applicable policies of section 2.7 Recreation and within the Subdivision By-law;</i>	Not applicable.
<i>m. the location of structures on the lot to ensure minimal interference with sunlight received by abutting properties, including but not limited to potential impact on solar collectors;</i>	Not applicable.
<i>n. management of garbage collection and industrial waste disposal;</i>	Garbage is collected by Valley Waste.
<i>o. ensuring no part of the area of the development agreement will be developed so as to prejudice or compromise future development on site or on nearby lands;</i>	The location of the existing building and temporary structures is contained within the development envelope, identified on Schedule 'B' – Site Plan. Any future permanent or temporary structures associated with the uses permitted by the development agreement must be wholly contained within the development envelope.
<i>p. on-going maintenance of the development;</i>	Not applicable.
<i>q. time limits for construction;</i>	Not applicable.
<i>r. requirements for adequate performance bonding or security to ensure that major components of the development, including but not limited to, road construction or maintenance, landscaping, or development of amenity areas, are completed in an appropriate and timely manner and maintained for a specific time period;</i>	Not applicable.
<i>s. the discharge of the agreement or parts thereof; and</i>	Not applicable.
<i>t. any other matter determined by Council.</i>	Not applicable.

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D., 2021

BETWEEN:

MC POULTRY Limited, of Sheffield Mills, 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 is known as Property Identification (PID) Number 55468086; and

WHEREAS the Property Owner wish to use the Property for an Event Venue and Mobile Canteen(s); and

WHEREAS the Property is situated within an area designated Agricultural (A) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1); and

WHEREAS Policy 3.2.8.2.1 and Policy 3.2.8.2.2 of Bylaw #56 (Municipal Planning Strategy) and Clause 5.2.13 of Bylaw #75 (Land Use Bylaw) and Policy 3.4.15 of By-Law #105 (Municipal Planning Strategy) and Clause 8.3.5 (a) of By-Law #106 (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 (herein after called the 'Agreement') pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **XX**, 2021, approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved, on August 6, 1992, as amended, and replaced by By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor bylaws.
- (b) *Land Use By-law* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, and replaced by By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor bylaws.
- (c) *Vendors By-law* means By-law 90 of the Municipality, enacted on August 7, 2007, as amended, or successor bylaws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality
- (b) *Development Envelope* means the area identified on Schedule B – Site Plan in which the uses enabled by the development agreement are to occur
- (c) *Mobile Canteen* means a vehicle used for the display, storage, transportation or sale of food or beverages by a mobile vendor, as defined by the Vendors By-law (By-law #90).
- (d) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public and/or for serving the Event Venue use.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plan

The Property Owner shall develop and use the lands in general conformance with the Site Plan attached as Schedule 'B' to this Agreement.

2.2 Use

2.2.1 The Property Owner's use of the Property shall be limited to:

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time to time);
- (b) An Event Venue, wholly contained within the Development Envelope and accessory to the existing Farm Supportive Use;
 - i. The existing building footprint can be expanded up to 1200 square feet in the future to accommodate the Event Venue use, provided any expansion occurs wholly within the development envelope.
 - ii. For greater clarity, any tents associated with the Event Venue use are only permitted to be erected within the development envelope, from May 1st to November 1st, inclusive.
- (c) One or more Mobile Canteens, wholly contained within the Development Envelope as accessory to the Farm Supportive Use and subject to By-law #90, Vendors By-law.
- (d) Accessory uses to any permitted uses.

2.2.2 Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Signs

- (a) Signage on the Property shall be limited to:
 - i. one ground sign, measuring no more than 100 square feet in size and no more than 15 feet in height
 - ii. One roof sign on the Property;
 - iii. wall signs in accordance with the Land Use By-law.

- (b) The signs permitted in Section 2.3 (a) above shall only be constructed of wood and/or metal and shall not be internally lit or obstruct the sight lines at the driveway entrance/exits.
- (c) The Property Owner shall obtain a development permit from the Development Officer prior to the erection or installation of any sign.

2.4 Hours of Operation

The hours of operation for the uses enabled by this agreement shall be in accordance with the following:

- (a) The hours of operation for the Event Venue as defined in Section 2.2.1 (b) shall be between the hours of 9:00 a.m. and 11:00 p.m. Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation shall be between the hours of 9:00 a.m. and 12:00 a.m. Hours of operation on Fridays and Saturdays shall be between the hours of 9:00 a.m. and 12:00 a.m.
- (b) The hours of operation for the Mobile Canteen use as defined in Section 2.2.1 (c) shall be between the hours of 12:00 p.m. and 7:30 p.m. daily.

2.5 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.

2.6 Lighting

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

2.7 Parking

The Property Owner shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedule 'B', Site Plan:

- (a) Parking shall be provided within the parking area identified on Schedule 'B' – Site plan and the identified area shall not be reduced in size;
- (b) Parking locations shall comply with the requirements of the *National Building Code*;

- (c) The parking area shall be developed and maintained with a stable, permeable surface.

2.8 Access and Egress

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving development or building permits for uses enabled by this Agreement.
- (b) Access shall be provided in general accordance with Schedule 'B', Site Plan.

2.9 Architectural Design

Any reconstruction, alteration or development of new permanent buildings and structures for uses enabled by this Agreement shall be carried out in a manner which is architecturally compatible with other buildings in the surrounding area and shall be wholly contained within the development envelope identified on Schedule 'B' - Site Plan. The building shall feature a pitched roof and use natural cladding materials including, but not limited to, wood, stone, stucco or brick.

2.10 Servicing

The Property Owner shall be responsible for providing adequate water and sewage services to the standards of the authority having jurisdiction and at the Property Owner's expense. The Property Owner shall be responsible for acquiring permits to accommodate new uses enabled by the Agreement at the time of permitting.

2.11 Erosion and Sedimentation Control

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

2.12 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.

2.13 Noise Amplification

- (a) The amplification of sound (e.g. speakers) for the Event Venue use as enabled by this agreement shall comply with the hours of operation as defined in Section 2.4 (a) and shall only occur indoors or within a tent erected for the Event Venue use
- (b) The amplification of sound (e.g. speakers) for the Mobile Canteen use enabled by this agreement shall comply with the hours of operation as defined in Section 2.4 (b)
- (c) The amplification of sound (e.g. speakers) for special events shall be prohibited from occurring outside of the development envelope identified on Schedule 'B' – Site Plan.

2.14 Outdoor Storage and Display

Outdoor storage and display are prohibited except for outdoor storage associated with uses permitted in the underlying zone.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.
- 3.3** The following matters are substantive matters:
 - (a) Changes to Section 2.2 of this Agreement, unless noted within Section 2.2; and
 - (b) Development that would result in any change to Schedule 'B', Site Plan for uses specifically enabled by this Agreement. Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.
- 3.4** Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence

that this Agreement shall be discharged as it relates to the public street, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use specifically enabled by this Agreement 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 Expiry Date

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

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner have good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or are the sole holders 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 Costs

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

5.5 Full Agreement

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

5.6 Severability of Provisions

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

5.7 Interpretation

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

5.8 Breach of Terms or Conditions

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

PART 6 ACKNOWLEDGEMENT OF FARMING PRACTICES

The Property Owner acknowledges that the Property is located in an area of active agricultural practices and agricultural processing industries, which may generate traffic, noise, dust, and odors. The Property Owner recognizes the right of surrounding landowners to carry on activities normally associated with farming and related businesses.

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

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

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

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

MC POULTRY LIMITED

Witness

Matthew Harvie

Witness

Carolyn Harvie

Schedule 'A' - Property Description

Copied from Property Online on October 27th, 2020

ALL that following described lot of land situate at Sheffield Mills in the County of Kings:

COMMENCING at the north-west corner of the farm of land conveyed to Benjamin Borden Senior by Deed from Benjamin Borden and Lavinia his wife;

THENCE running easterly thirty-four and one-half rods to the centre of the said farm;

THENCE running southerly by the centre line to the Main Road known by the name of Borden Street;

THENCE running westerly ten rods and twelve feet;

THENCE running southerly eleven rods and five feet;

THENCE running easterly ten rods and twelve feet to the centre of said farm;

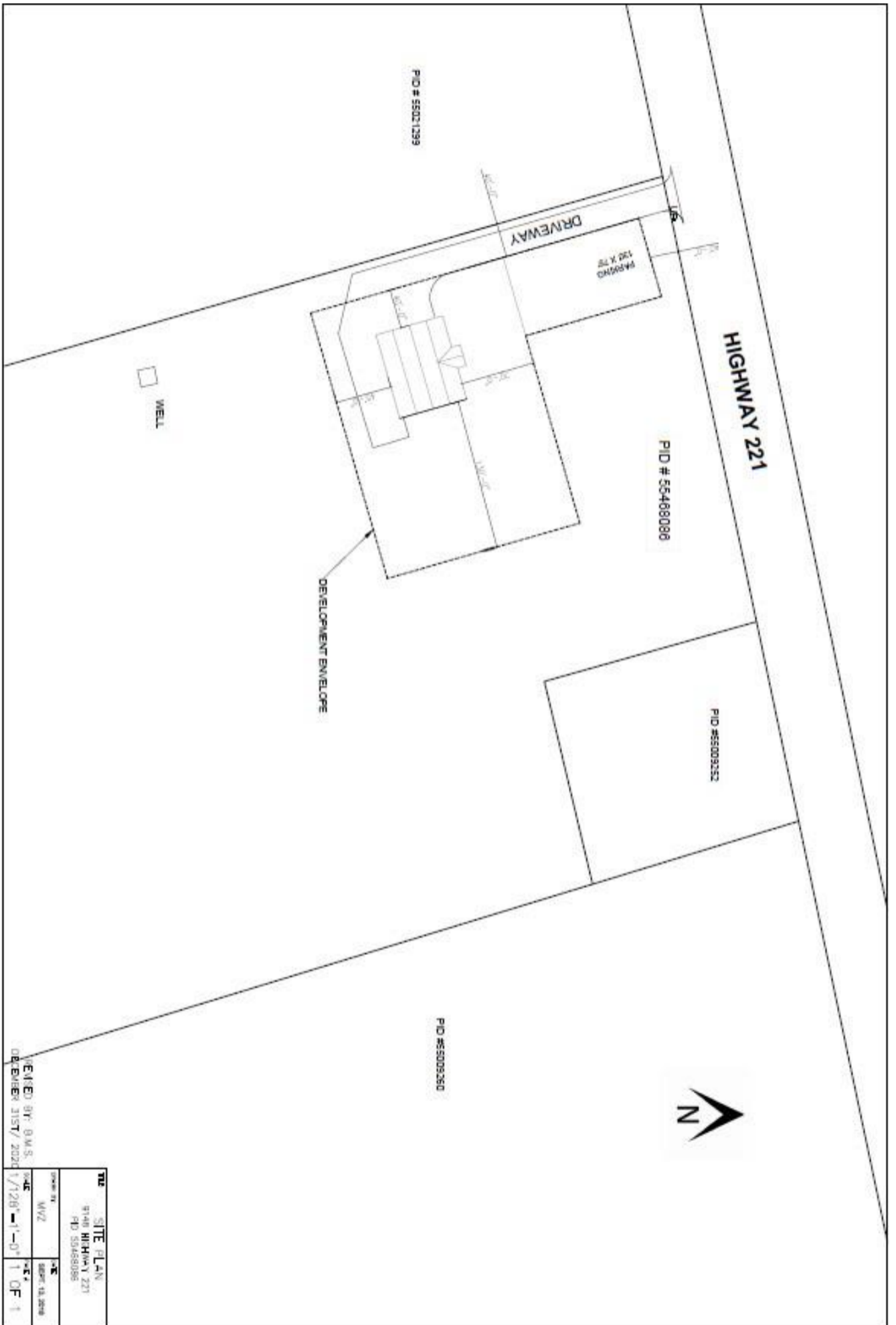
THENCE running southerly to lands owned by William Rand;

THENCE running westerly thirty-four and one-half rods;

THENCE running northerly by lands owned by Ephraim Kinsman to the place of BEGINNING.

SAVING AND EXCEPTING all those lands north of Borden Street.

Schedule 'B' – Site Plan



DESIGNED BY: G.M.S.
 DATE: DECEMBER 21ST / 2020

TU	SITE PLAN
9146	HIGHWAY 221
FD	55480086
DATE: 12/21/20	SCALE: 1/128" = 1'-0"
BY: G.M.S.	OF: 1



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

Planning application to rezone 673 Cambridge Road (PID 55485700) Cambridge, N.S. from Residential One and Two Unit (R2) Zone to Residential Multi Unit (R4) Zone.

(File #20-15)

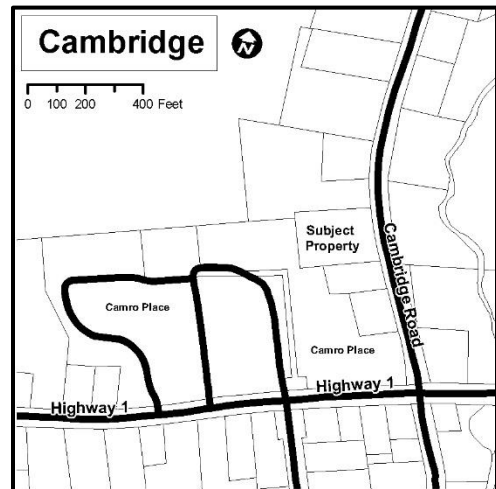
Date: January 12th, 2021

Prepared by: Planning and Development Services

Applicant	Camro Place Limited
Land Owner	Camro Place Limited
Proposal	To rezone 673 Cambridge Road (PID 55485700) Cambridge, N.S. from Residential One and Two Unit (R2) Zone to Residential Multi Unit (R4) Zone in order to development multi-unit dwellings
Location	673 Cambridge Road (PID 55485700), Cambridge
Lot Area	PID 55485700 – 1.19 acres
Designation	Residential (R)
Zone	Residential One and Two Unit (R2)
Surrounding Uses	Commercial and Residential
Neighbour Notification	Staff sent notification letters to the 16 owners of properties within 500 feet of the subject property

1. SUMMARY

Camro Place Limited purchased 673 Cambridge Road (PID 55485700) and submitted a planning application in September 2020 to rezone the property from the Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone. The planning application to rezone the property is required in order for Camro Place Limited to expand their existing multi-unit residential development, known as “Camro Place”.



2. OPTIONS

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

- A. Recommend that Council approve the Land Use By-law map amendment, as proposed;
- B. Recommend that Council refuse the Land Use By-law map amendment; or,
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the Land Use By-law map amendment

3. PROPERTY BACKGROUND

The area proposed to be rezoned consists of one property – 673 Cambridge Road (PID 55485700), which has a total lot area of 1.19 acres. The parcel is a rectangular shape with approximately 190 feet of frontage on Cambridge Road. The property extends approximately 270 feet west, abutting the existing Camro Place development. There is a one unit dwelling on the subject property as well as an accessory building, intended to be demolished. Camro Place Limited owns the properties to the north and south of the subject property; this includes all of the properties south of the development, approximately 500 feet in distance, to the intersection of Cambridge Road and Highway #1. To the north of the subject property are a number of low-density residential dwellings located on lands within the Residential One and Two Unit (R2) Zone. The properties directly facing the subject property on the opposite side of Cambridge Road are vegetated and undeveloped; there is an identified wetland and watercourse located on these properties. Situated behind the wetland, to the east, is Cambridge and District Elementary School and Central Kings Education Centre. Both of these institutions have frontage along Highway #1.

Cambridge Road intersects Highway #1, which is the main arterial road throughout the Annapolis Valley. There are a number of businesses and services, in addition to residential housing of varying densities that have frontage along Highway #1. Cambridge and neighbouring Waterville are two identified Growth Centres in the Municipality. Both are significant centres of employment in the Municipality, with many institutional uses and commercial enterprises located within each Growth Centre including the Kings Regional Rehabilitation Centre and Michelin, the largest employers within the Municipality. Both are located within the boundaries of the Village of Cornwallis Square – the largest village within the boundaries of the Municipality. Cornwallis Square consists of Cambridge, Waterville, as well as the rural communities Woodville and Grafton along with large tracts of agricultural and forested land.

Camro Place lies directly to the west of the subject property and, since the 1990s, has gradually expanded through a series of rezonings from either the Residential One Unit (R1) or Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone. Camro Place is made up of a variety of housing types including primarily two unit dwellings but also small apartment buildings and a one unit dwelling. The development features uniform consistency with regard to architectural design, open space, parking areas, and various amenities for its residents. The applicant has indicated that the current proposal for the land is to develop four (4) additional two unit dwellings however, the rezoning would enable the development of a variety of housing types including an apartment building containing up to 16 residential units.

4. INFORMATION

4.1 Subject Property Information

A site visit was conducted on September 9th, 2020 by a Planner. The planner walked the subject property and discussed the intent behind the planning application with the applicant. The planner took photos of the subject property.

4.2 Comments from Public

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting was required because the application concerns a Land Use Bylaw Map Amendment for a portion of a property with a total lot area in excess of 1 acre. A letter was sent to 16 property owners within a 500 foot radius of the subject property seeking comments and feedback on the proposed Land Use By-law Map amendment. No comments from the public were submitted to Municipal Staff. A Public Information Meeting was scheduled to be held on October 13th, 2020 at the Municipal Complex. No members of the public attended the meeting, resulting in its cancellation.

4.3 Requests for Comments

Staff requested comments from both internal and external departments on the application, where necessary. Development Control noted that the property would meet the lot area requirements for the Residential Multi-Unit (R4) Zone. Engineering and Public Works noted that the expanded development of Camro Place will be required to connect to municipal sewer. Nova Scotia Environment did not provide comment pertaining to the application. The Department of Transportation and Infrastructure Renewal did not provide comment but issued an access permit for the proposed multi-unit residential development from Cambridge Road. Building and Enforcement commented that the construction will be required to meet the minimum applicable building code. The Waterville Fire Chief confirmed that fire services and equipment are adequate for the proposed development and shared services are available if necessary.

A full summary of the comments received are found in Appendix C of this report.

5. POLICY REVIEW – LAND USE BYLAW AMENDMENTS

5.1 Enabling MPS Policies

This application concerns amending the land use by-law to permit the rezoning of land currently zoned Residential One and Two Unit (R2) to the Residential Multi-Unit (R4) Zone. The policies contained within the Municipal Planning Strategy (Municipal By-law #105) enable Council to consider the application.

Municipal By-Law #105

5.3.3 *“consider amendments to any one of the zoning maps in the Land Use By-law provided the application is for a specific development and:*

(a) is to rezone land to another zone specifically enabled within the same designation, unless the zone change is specifically prohibited within this Strategy”

The subject property is designated Residential and meets this enabling policy because the proposed zone is permitted within land designated Residential, in accordance with Policy 3.1.3 of the Municipal Planning Strategy.

The proposed rezoning is supported by the following policies contained within the Municipal Planning Strategy.

3.1.2 *“establish the following Residential Zones in the Land Use By-law:*

(c) Residential Multi-Unit (R4): land located in this zone are for compact development in strategic locations, such as along main transportation corridors and near employment and shopping destinations. This zone is intended to include up to 16 residential units in a dwelling in a variety of building types...

The subject property would be an expansion of a housing complex with frontage along a main transportation corridor (Highway #1). The subject property is located within Cambridge – a Growth Centre which features a number of employment centres as well as commercial uses. The proposed expansion is consistent with the existing building types within Camro Place.

3.1.3 *“permit within the Residential Designation:*

(a) all zones listed in policy 3.1.2 above;”

The Residential Multi-Unit (R4) Zone is a permitted zone within the Residential designation.

5.2 General LUB amendment Policies

Section 5.3 of the Municipal Planning Strategy (By-law #105) contain a number of general criteria for applications for a map amendment to the applicable land use by-laws (Appendix B). These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal’s consistency with the intent of the planning strategy. In terms of the other general development criteria contained in the Municipal Planning Strategy there are no additional costs to the Municipality related to the rezoning and development of the subject property. There are no concerns regarding storm drainage, road networks leading to the subject property, or traffic generation.

6. CONCLUSION

The proposed rezoning is in keeping with the intent of the enabling policies found in the Municipal Planning Strategy. The proposed amendment meets the objectives outlined in the Municipal Planning Strategy. The proposal meets all of the general criteria to permit the rezoning of the subject property. As a result, a positive recommendation with regard to the application is being made to the Planning Advisory Committee.

7. STAFF RECOMMENDATION

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

The Planning Advisory Committee recommends that Council give First Reading to and hold a Public Hearing regarding the map amendment to the Land Use By-law to rezone the property at 673 Cambridge Road, (PID 55485700), Cambridge, from the Residential One and Two Unit (R2) Zone to the Residential Multi-Unit (R4) Zone, as described in Appendix D of the report dated January 12th, 2021.

8. APPENDICIES

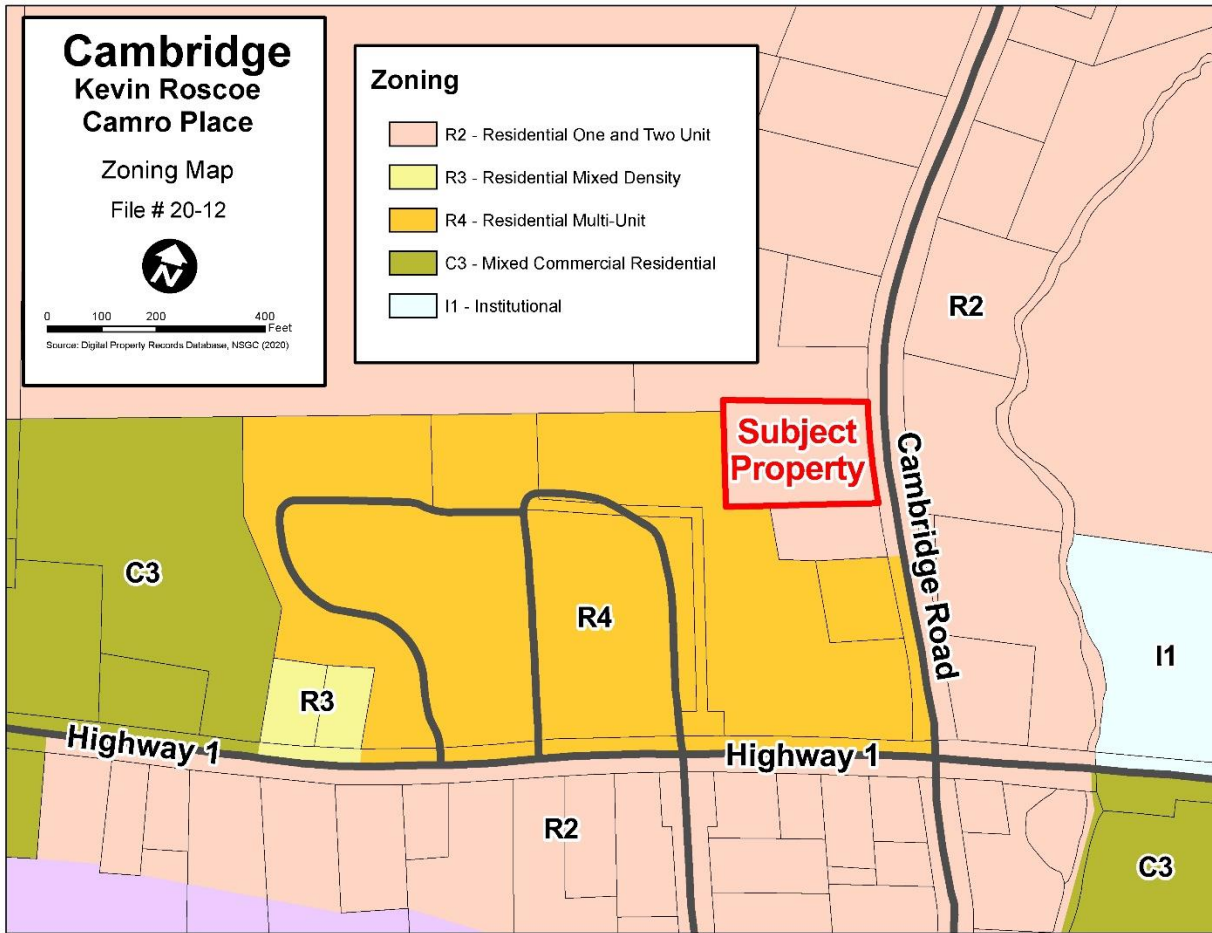
Appendix A: Zoning Map

Appendix B: Municipal Planning Strategy (By-law #105), Section 5.3-4 – General Criteria to Consider for all Development Agreements and Land Use By-law Amendments

Appendix C: Request for Comments (Summary)

Appendix D: Proposed Land Use Bylaw Map Amendment (By-law #106)

Appendix A: Reference Zoning Map



APPENDIX B: By-law 105 - Municipal Planning Strategy, Policy 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
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed land use by-law map amendment is consistent with the intent of the MPS, and the applicable goals, objectives and policies contained within the MPS
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed amendment is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed land use would be compatible with the surrounding land uses and is an expansion of Camro Place.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The subject property is within close proximity to recreation and other community facilities with the ability to serve the residents of subject properties.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	DTIR has issued a permit for the proposed use. The subject property has frontage along Cambridge Road and is within close proximity to Highway #1
<i>v. the adequacy of fire protection services and equipment;</i>	The Waterville Fire Chief confirmed adequate fire protection services and equipment for the proposed use.
<i>vi. the adequacy of sewer and water services;</i>	Engineering and Public Works confirmed that sewer service is available and has capacity to service the proposed use.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Property owners are required to contain all post-development storm water flow on site in the event of a future expansion to the facility.

<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>Not applicable to this application.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>The property owner will be required to follow NSE regulations regarding soil erosion at the time of construction.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>NSE did not provide comment indicating a negative impact on nearby wetlands. It is Staff's opinion that the proposed development will not have negative impacts on the nearby wetland.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not applicable as there are no identified agricultural activities on neighbouring properties.</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

Appendix C: Request for Comments

Municipality of the County of Kings Development Control

- Development Control has confirmed that the subject property meets the minimum requirement for lot area and frontage for the Residential Multi-Unit (R4) Zone.

Municipality of the County of Kings Engineering and Public Works

- The applicant will be required to connect to central sewer for the purposes of development of the multi-units as proposed

Municipality of the County of Kings Building and Enforcement

- There are no unique building code requirements.
- Applicant is required to meet minimum building code will, regardless of the proposal
- Waterville Fire Chief has indicated that fire services are more than adequate. Waterville also has access to mutual aid if necessary.

Nova Scotia Department of Transportation and Infrastructure Renewal

- No comments pertaining to the application were received
- DTIR has issued an permit for the subject property pertaining to a multi-unit residential development permitting access from Cambridge Road

Nova Scotia Environment

- No comments pertaining to the application were received

Appendix D: Proposed Land Use Bylaw Map Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use Bylaw Map Amendment to rezone the property at 673 Cambridge Road (PID 55485700), Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi-Unit (R4) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 2, Cambridge, by rezoning PID 55485700, Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone, as shown on the inset copy of a portion of Map 2 below.

