



Municipality of the County of Kings

Report to the Planning Advisory Committee

Application to discharge a development agreement and rezone a portion of 130 Cornwallis Avenue (PID 55206247), New Minas, from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone.

(File #22-10)

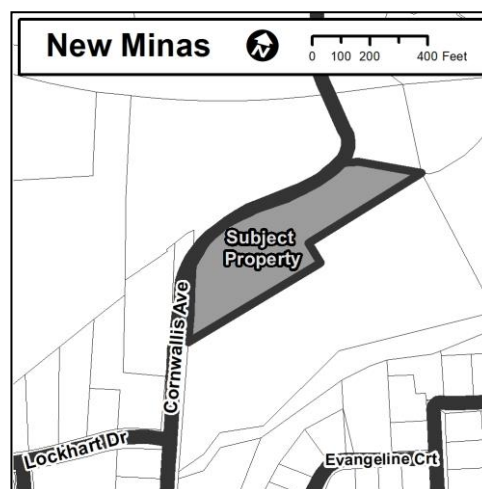
April 12th, 2022

Prepared by: Planning and Development Services

Applicant	Marc Comeau
Land Owner	The Trustees of the Orchard Valley Pastoral Charge of the United Church of Canada
Proposal	To discharge an existing development agreement and rezone a portion of the property from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone.
Location	130 Cornwallis Avenue (PID 55206247), New Minas
Lot Area	4.13 acres
Designation	Residential (R)
Zone	Residential Mixed Density (R3) Zone, Heavy Industrial (M2) Zone within New Minas Wellfield Zone B
Surrounding Uses	Primarily residential dwellings consisting mainly of one and two unit dwellings, as well as the former industrial use to the south and an addictions and rehabilitation counselling centre.
Neighbour Notification	60 Letters providing notification of the planning application were mailed to property owners within 500 feet of the subject property

1. PROPOSAL

Marc Comeau has applied on behalf of the Trustees of the Orchard Valley Pastoral Charge of the United Church of Canada to rezone a portion of the property located at 130 Cornwallis Avenue (PID 55206247), New Minas. The portion of the property to be rezoned was recently subdivided from the property to the south of the subject property (PID 55206239) and consolidated with the subject property to enable the expansion of the existing place of worship. Additionally, the subject property is currently encumbered by a development agreement that is no longer needed to enable the use and limits the expansion opportunities for the building.



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;
- 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 motions.

The Planning Advisory Committee recommends that Council discharge the development agreement dated September 23, 1987 between The Trustees of the New Minas United Church and the Municipality of the County of Kings from the lands located at 130 Cornwallis Avenue (PID 55206247), New Minas as described in Appendix B of the report dated April 12th, 2022.

The Planning Advisory Committee recommends that Council give First Reading to and hold a Public Hearing regarding the rezoning of a portion of 130 Cornwallis Avenue (PID 55206247), New Minas from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone, as described in Appendix D of the report dated April 12th, 2022.

4. BACKGROUND

The Municipality of the County of Kings and the Trustees for the New Minas United Church entered into a development agreement to enable the development of a new place of worship on 130 Cornwallis Avenue in 1987. In recent years, the church has identified a need to expand their existing building. The 1987 development agreement established a development envelope within which the church building could be located. Expansions within this development envelope were permitted but no expansion extending beyond the development envelope boundary was permitted.

In 2012, the name of the church was changed to the Orchard Valley United Church when five United Churches in the community amalgamated to form Orchard Valley United Church. The Trustees of the Orchard Valley United Church have received a gift of land from Quality Concrete, the owner of the property to the south, to enable the expansion of the church building. This expansion would extend outside of the development envelope established in the 1987 development agreement.

As part of the Municipality's adoption of new planning documents in 2020, this property was placed within the Residential Mixed Density (R3) Zone which includes in the list of permitted uses places of worship having a maximum gross floor area of 10,000 square feet. Since the use is now permitted as-of-right and the proposed addition is not consistent with the requirements of the development agreement, a discharge of the development agreement is required to enable the proposed expansion. Staff have confirmed that the proposed expansion is within the 10,000 square foot cap.

The Quality Concrete property to the south of the subject property is located within the Heavy Industrial (M2) Zone. This zone does not permit places of worship. As such, the portion of land transferred to the United Church needs to be rezoned in order to accommodate the building expansion.

5. SITE INFORMATION

5.1 Subject Property Information

The subject property has an approximate lot area of 4.13 acres and a total of approximately 915 feet of frontage on Cornwallis Avenue, which wraps around the property to the north. The property is generally flat but slopes down steeply to the north. The property has vegetation along the northern property line.

5.2 Comments from Public

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting was not required because the application concerns a Land Use By-law map amendment for land having an area to be rezoned that is less than one (1) acre in size. A letter was sent to 60 property owners within a 500 foot radius of the subject property seeking comments and feedback on the proposed Land Use By-law map amendment.

5.3 Requests for Comments

Given that there was no change of use proposed as part of this application and where the expanded building is not used for residential uses, Staff did not request comments from internal and external agencies and departments since any remaining concerns would be addressed at the time of permitting.

6. POLICY REVIEW

6.1 Enabling MPS Policies

This application concerns the proposed rezoning of land from the current Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) 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:*

(b) is to rezone land that is a maximum of five (5) acres in size to a zone that is enabled in an adjacent designation. For clarity, land that abuts a right-of-way, such as a road, is considered to be adjacent to the designation on the other side of the road;”

The newly consolidated portion of the property is within the Industrial designation and the Heavy Industrial (M2) Zone. The area that was added to the subject property is less than an acre in size and the Residential Mixed Density (R3) Zone is enabled in the adjacent Residential designation, within which the balance of the property is located.

5.3.5 “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 Strategy;

(b) the impact of both the specific development proposal and of other possible uses permitted in the proposed zone;”

Policy 3.1.2 of the Municipal Planning Strategy notes the following regarding the nature of the Residential Mixed Density (R3) Zone:

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

(b) Residential Mixed Density (R3): lands located in this zone are intended to contribute to a sense of activity and liveliness in the community and shall be generally located on main transportation corridors within Growth Centres. This zone is intended to include up to eight (8) residential units in a dwelling in a variety of building types;”

The subject property is located within a portion of New Minas that features a range of land uses including an established stock of residential housing. There is a mixture of residential densities and building forms within the community. The surrounding neighbourhood has also been placed within the Residential Mixed Density (R3) Zone, specifically on the west side of Cornwallis Avenue and along Lockhart Drive, to the west of the subject property. Cornwallis Avenue is not a major transportation route, however, this area is nearby Commercial Street (less than 1 kilometre away) and is further bounded to the north by the Cornwallis River, thereby constraining expanded development in this area. These two factors make this area a good candidate for higher density residential development, which is enabled in the Residential Mixed Density (R3) Zone. Considering the Residential Mixed Density (R3) Zone permits a variety of residential and non-residential community uses, the subject property would reasonably accommodate higher density uses, the most intensive use on the permitted uses list. With regard to the non-residential uses permitted in the zone, which include community facilities, indoor recreation uses and places of worship, the subject property’s size and relatively remote location at the north end of Cornwallis Avenue significantly minimizes any potential negative impacts that might result from the non-residential permitted uses of the zone, should they be proposed as a potential future redevelopment. In consideration of the proximity of Commercial Street, the provision of urban infrastructure in the area, and the surrounding area, the rezoning of a portion of this property is appropriate.

6.2 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 Land Use By-law (Appendix B). These criteria assist in determining whether the development is inappropriate or premature due to considerations that include

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. With regard to the subject property and the nature of the proposal being a minor expansion to an existing use, Staff are satisfied that the proposal is not inappropriate or premature.

7. CONCLUSION

The proposed rezoning is in keeping with the intent of the policies found 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.

8. APPENDICES

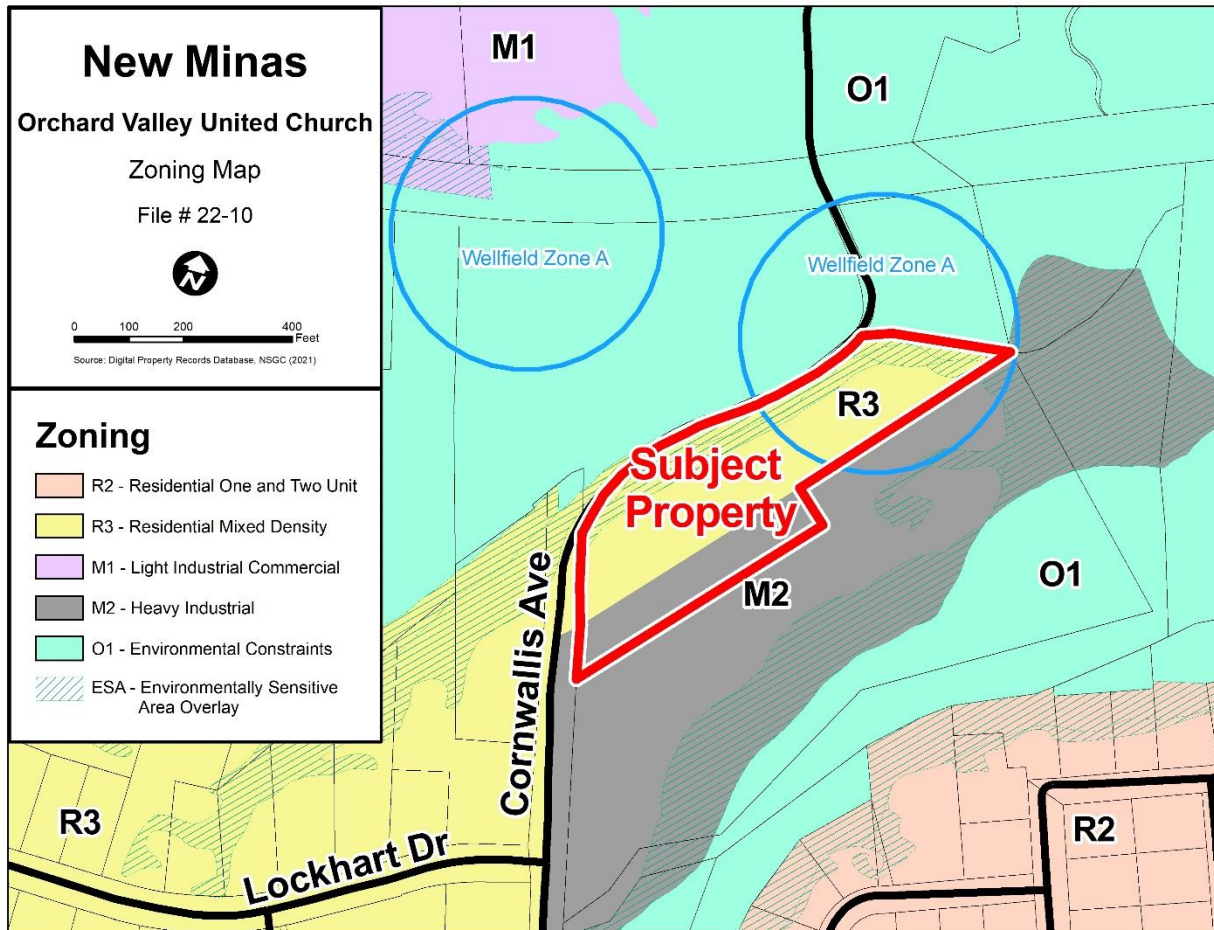
Appendix A: Zoning Map

Appendix B: Existing Development Agreement

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

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

Appendix A: Reference Zoning Map



New Minas United Church.

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Schedule B - Existing Development Agreement

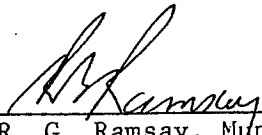
MUNICIPALITY OF THE COUNTY OF KINGS

"BE IT RESOLVED that the Municipality of the County of Kings enter into the attached Development Agreement with The Trustees of the New Minas United Church to develop a church at 1034 Cornwallis Avenue, New Minas, under the provisions of the Planning Act and the New Minas Sector Plan.

This is to certify that the foregoing was considered and passed by the majority vote of the whole Council at a session held on the 7th day of JULY, 1987, in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hand of the Warden and the Municipal Clerk and Treasurer and under the corporate seal of the Municipality of the County of Kings this 9th day of September, A.D. 1987.


C. W. Buchan, Warden


R. G. Ramsay, Municipal Clerk
and Treasurer

THIS AGREEMENT made this 27 day of *September*, 1987.

BETWEEN:

THE TRUSTEES OF THE NEW MINAS UNITED CHURCH, a body incorporated under an Act of Legislature, Chapter 95, Statutes of Nova Scotia (hereinafter called the "DEVELOPER"),

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Act, R.S.N.S., 1967, Chapter 192, having its chief place of business at Kentville, in the County of Kings, Province of Nova Scotia (hereinafter called the "MUNICIPALITY"),

OF THE SECOND PART

WHEREAS the Developer has taken an Option to Purchase, described in Schedule "A" attached hereto, and is or is soon to become, the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule "B".

AND WHEREAS the Municipality of the County of Kings has requested that the Developer enter into a Development Agreement incorporating provisions of Section 55 of the Planning Act and Policies 6 and 7 of Section 2.8 of the New Minas Sector Plan of the County of Kings Municipal Planning Strategy so that the Developer may develop and use the "Property" in a manner which is not presently provided for within the Land Use Bylaw generally applicable to the particular zone in which the Property is located;

THEREFORE, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

1. SCHEDULE

The following attached schedules shall form a part of this Agreement:

- (a) Schedule "A" - Option to Purchase
- (b) Schedule "B" - Description of Property
- (c) Schedule "C" - Site Plan

2. USE

The Developer shall pursuant to this Agreement apply for a Development Permit to develop the land features as undertaken in this Agreement and to construct and operate a church.

3. DEVELOPMENT PERMIT

- (a) The Developer shall not commence construction until he has first received the Development Permit from the Municipality, which the Municipality shall issue upon compliance by the Developer with the requirements of 3 (b).
- (b) The Municipality shall not issue the Development Permit until the Developer has submitted his building and development plans and specifications which conform with the requirements of this Agreement and are acceptable to the Development Officer.

4. SITE PLAN

The Property shall be developed in reasonable conformity with the Site Plan attached to this Agreement as Schedule "C" (hereinafter called the "Site Plan").

5. SEWER CONNECTION AND WATER SUPPLY

- (a) The Developer shall make use of the Village of New Minas sewer and water system for the provision of sewer and water services to the Property and the Developer shall be responsible for all costs associated with the connection of these services to the Development Area.
- (b) In the event that an on-site pumping station is required in order to properly provide service to the Development Area, the Developer shall be responsible for all costs associated with the acquisition, construction and installation of such pumping station.

6. BUILDING AND STRUCTURES

- (a) The Developer shall be permitted to renovate the existing building (hereinafter called the "Building").
- (b) The Developer shall be permitted to construct an addition to the Building provided the addition does not extend beyond the building envelope indicated on the Site Plan.

7. SCREENING

The provision and maintenance of all screening deemed necessary by the Developer shall solely be the responsibility of the Developer.

8. REGULATIONS AND REQUIREMENTS OF INSTITUTIONAL ZONE

The Property is located in the Industrial District and is zoned Major Industrial (M2). Notwithstanding these designations, use of the Property shall comply with regulations and special requirements of the Institutional (I1) Zone unless otherwise specifically stated within this Agreement.

9. FURTHER DEVELOPMENT

Any subsequent development in relation to the Property not included in this Agreement may only be initiated upon the entering into of a new Development Agreement with the Municipality.

10. CHANGE IN USE

The Developer shall not vary or change the use of the Property as described in Clause 2 unless a new Development Agreement is entered into with the Municipality.

11. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- (a) Sue for specific performance of any terms or conditions;
or
- (b) Sue for breach of contract; or
- (c) Terminate this Agreement; or
- (d) Any combination of the above.

12. OBSERVANCE OF THE LAW

Subject to the provision of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality applicable to the Developer.

13. REGISTRATION OF AGREEMENT

The Development Agreement shall be filed by the Municipality in the Registry of Deeds at Kentville in the Province of Nova Scotia.

14. SEVERABILITY OF PROVISIONS

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

15. INTERPRETATIONS

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

16. COSTS

The costs associated with the advertising required for this Agreement, as well as any Development fees applicable to the Development shall be the responsibility of the Developer.

17. TERMINATION

In the event that the land or buildings covered by this Agreement should become surplus or unnecessary for the purposes of the Developer or shall fall into disuse for a period of six months, this Development Agreement shall terminate.

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 on 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:

Marie Condrian
Witness

THE MUNICIPALITY OF THE
COUNTY OF KINGS

Per: [Signature]
G. W. Buchan, Warden

Per: [Signature]
R. G. Ramsay, Municipal Clerk

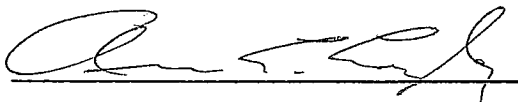
SIGNED, SEALED AND DELIVERED
In the presence of:

Paul Dunphy
Witness

Per: [Signature]
Applicant

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS SS.

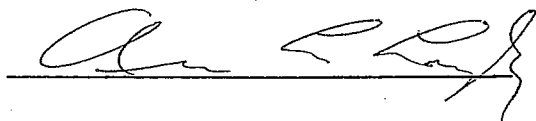
ON THIS 23 day of September, 1987 before me, the subscriber personally came and appeared, Paul Dunphy a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that A. Kalkman & D. Davidson one of the parties thereto, signed, sealed and delivered the same in his presence.



ANN L. LONGLEY
A COMMISSIONER OF THE SUPREME COURT
OF NOVA SCOTIA

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS SS.

ON THIS 23 day of September, 1987 before me the subscriber personally came and appeared, Marie Conlan a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that The Municipality of the County of Kings one of the parties hereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed, under the hands of its proper officers, thereunto duly authorized in her presence.



ANN L. LONGLEY
A COMMISSIONER OF THE SUPREME COURT
OF NOVA SCOTIA

SCHEDULE "A"
Option to Purchase



APPROVED FORM
NOVA SCOTIA REAL ESTATE ASSOCIATION
AGREEMENT OF PURCHASE AND SALE
(For Authorized use of Association Members Only)



New Minas Pastoral Charge United
Church of Canada,

New Minas, N. S.

L. E. Shaw Limited

hereinafter called the "Purchaser", having inspected the following described property, hereby offer to purchase from

Estate Ltd. & Clayton Realty

hereinafter called the "Vendor" through Agent Century 21 Neary Real

L. E. Shaw Ltd. Property, Cornwallis Avenue, New Minas, N. S.

the property known as

Kings

"the property" in the County of

Province of Nova Scotia, at the purchase price of

In Canadian dollars (\$ Canadian

) on the following terms:

(a) Purchaser submits this offer with \$ 20000 or cheque payable to the Vendor's agent as a deposit to be held in trust, pending completion of this Agreement and to be credited on account of the purchase money on closing.

(b) This offer for 3.2 acres of land and building size 50' x 70' located on Cornwallis Avenue, (east side), New Minas, N. S.

(c) Balance of the purchase price to be paid in cash or certified cheque on date of closing.

(d) This offer is subject to the Purchaser obtaining a first mortgage in the approximate amount of \$ at current interest rates. Said mortgage will be deemed arranged on or before March 31, 1987, unless Vendor's real estate agent is notified to the contrary, in which case this contract immediately becomes null and void. The clause is inserted for the protection of the Purchaser only.

(e) The Vendor warrants that there are no buildings on the property which have contained or do contain urea formaldehyde insulation and this warranty shall survive the closing.

(f) It is agreed and understood that the Vendor will show the Purchaser the approximate metes and bounds of the property in the presence of the Purchaser's real estate agent 5 days after approval of financing.

(g) It is agreed and understood that this agreement is conditional upon the Purchaser confirming with all appropriate authorities that any and all governmental requirements with regards to this property such as zoning, perc test, fire regulations, etc., have been met or can be met to the satisfaction of the Purchaser for the intended use of the property, and that the Purchaser does not rely on any representation made by the Vendor's real estate agent in regards to the above.

(h) Clause (f) & (g) above will be deemed acceptable to the Purchaser unless the Vendor's real estate agent is notified to the contrary on or before April 10, 1987, in which case this agreement of purchase & sale will be null & void, the deposit herein shall be returned to the purchaser without interest, & without liability of the Vendor or Vendor's real estate agent, for any expenses incurred or damages suffered by the Purchaser. It is agreed & understood this offer is subject to approval by the Valley Presbytery of the United Church of Canada on or before April 10, 1987. (J) It is agreed & understood that deposit will be increased to \$ 5 days after offer

is accepted.

2. This Agreement shall be completed on or before the 30 day of June 1987, hereinafter called (the closing date). Upon completion, vacant possession of the property shall be given to the purchaser unless otherwise provided as follows:

3. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Purchaser, without interest, and without liability by the Vendor for any expenses incurred or damages sustained by the Purchaser.

4. The conveyance (of the property which is the subject of this Agreement) shall be by WARRANTY Deed, drawn at the expense of the Vendor, to be delivered on payment of the purchase price on the closing date. The said property is to be conveyed free from other encumbrances, except as to any assessments, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property and except as specifically set out in paragraph 1 of this Agreement.

5. All lands, buildings, fixtures and all other property being purchased hereby, shall be and remain at the risk of the Vendor. Pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear and in event of damage to the said premises, the Purchaser may either have the proceeds of the insurance and complete the purchase, or may cancel the Agreement and have all moneys theretofore paid returned without interest.

6. Interest, rent, taxes, rates, fuel on the premises and assessments are to be adjusted to the date of closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this Agreement, are to be paid by the Vendor on or before the closing date, unless otherwise stated.

7. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money to be legal tender.

8. "The Purchaser shall have the right to inspect the premises during day-light hours, once prior to the closing of the within transaction, upon providing the Vendor twenty-four (24) hours prior notice of intention to inspect.

9. It is understood and agreed that if the Purchaser does not complete this Agreement in accordance with the terms thereof, he will forfeit the above deposit in addition to any other claim which the Vendor may have against the Purchaser for his failure to so complete.

10. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

11. This Agreement shall ensure the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12. This Agreement is to be read with all changes of gender or number required of the context.

13. This offer shall be open for acceptance until 9 P.M. at 13 o'clock on the 13 day of March 1987. Bred at New Minas in the Province of Nova Scotia, this 9 day of March A.D. 1987.

Witness: [Signature] Purchaser
[Signature] Vendor

14. I hereby accept the above offer and agree to sell on the terms as therein set forth and I agree to pay the Agent a commission of \$ / of the sale price, for having procured this offer, said commissions to be deducted from the deposit, and I irrevocably instruct my solicitor to pay direct to the said agent any balance of commission from the proceeds of the sale and further instruct the agent to remit any balance of moneys to my solicitor herein.

Dated at in the Province of Nova Scotia, this day of A.D. 1987.

15. I hereby reject this offer at this date.

Witness: Vendor
Vendor

Vendor's Solicitor Address Phone-
Purchaser's Solicitor Address Phone-

SCHEDULE "B"

Description of Property

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, bounded and described as follows:

BEGINNING at an iron post placed on the east road limit of Cornwallis Avenue which post is 1,985 feet northerly from the north road limit of Highway No. 1 (also known as Commercial Street) and also 942.1 feet northerly from an iron pipe on the said road limit, the latter being a corner post of lands of Maurice's Ready Mix Limited;

THENCE North $63^{\circ} 0'$ East 937.0 feet along the north sideline of lands retained by Maurice's Ready Mix Limited to an iron pipe;

THENCE North $72^{\circ} 0'$ West 220 feet to a concrete corner post;

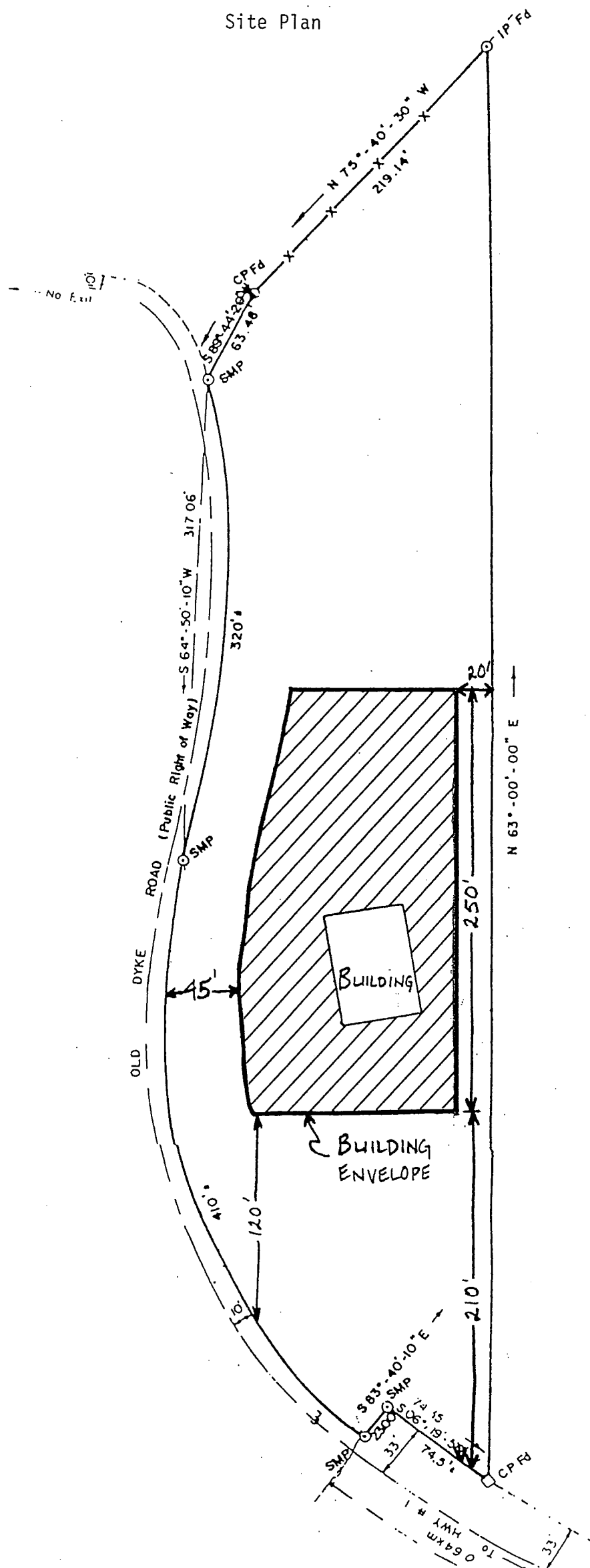
THENCE continuing northwesterly approximately 50 feet to the east road limit of the dyke road, the same being an extension of Cornwallis Avenue;

THENCE southwesterly, westerly and southwesterly along the various courses of the east road limit of the dyke road 932.5 feet to the place of beginning, containing 4 acres approximatey.

BEING AND INTENDED TO BE lands designated G. K. Keddy Transport Limited on Plot Plan showing location of lands of Maurice's Ready Mix Limited to be conveyed to G. K. Keddy Transport Limited prepared by Roy Coxhead, N.S.L.S., dated October 11, 1975.

ALSO BEING AND INTENDED TO BE part of the lands and premises conveyed to Maurice's Ready Mix Limited by Vernon C. Woodworth et ux by Deed dated May 4, 1973, which deed was recorded on May 28, 1973 in the Kings County Registry Office in Book 339 at Page 123.

Site Plan



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

Policy 5.3.7

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

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

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed 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.
<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 due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed land use would be compatible with the surrounding land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable – residential uses are not proposed.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The expansion of the place of worship is not expected to generate any additional traffic as a result of the expansion.
<i>v. the adequacy of fire protection services and equipment;</i>	The New Minas Fire Chief confirmed adequate fire protection services and equipment for the proposed use.
<i>vi. the adequacy of sewer and water services;</i>	Central sewer and water services are available to service the subject property. A significant increase in usage is not expected as a result of the expansion of the existing building.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Uses permitted through the proposed rezoning are not expected to generate flooding or drainage issues.

<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The subject property is within New Minas Wellfield Overlay “B” which permits places of worship.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial specifications regarding soil erosion during construction phases which is a provincial enforcement issue.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	Not applicable – subject property is not in close proximity to identified lakes or wetlands.
<i>xi. negative impacts on neighbouring farm operations;</i>	Not applicable – there are no farming operations in proximity to the subject property.
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

Appendix C: Proposed 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**

Land Use By-law Map Amendment to rezone the property at 9635-9637 Commercial Street (PID 55210868), New Minas from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 9, New Minas, by rezoning a portion of PID 55206247, New Minas from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone, as shown on the inset copy of a portion of Map 9 below.

