



MUNICIPALITY *of the*  
COUNTY *of* KINGS

**Planning Advisory Committee**  
**Tuesday, October 10, 2023 at 1:00 p.m.**  
**Council Chambers**  
**181 Coldbrook Village Park Drive**

## **A G E N D A**

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1. Meeting to Order	
2. Roll Call	
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4. Approval of the Agenda	
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8. Business	
a. Application to enter into a development agreement at 7311 Highway 1 in Coldbrook (PID 55151484) (Alice Jacob, File #23-06)	5
9. Other Business	
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11. Date of Next Meeting	
a. Public Participation Meeting – October 18, 2023 at 6:00 pm <a href="#">Options for Incentive Zoning: Inclusionary Zoning and Density Bonusing</a>	
b. Regular PAC Meeting – November 14, 2023 at 1:00 pm	
12. Adjournment	

# PLANNING ADVISORY COMMITTEE

Tuesday, September 12, 2023

## Draft Minutes

<b>Meeting, Date and Time</b>	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, September 12, 2023, in Council Chambers at 181 Coldbrook Village Park Drive.
<b>Attending</b>	In Attendance:
<b>PAC Members</b>	Councillor Martha Armstrong – District 4 (Chair) Councillor June Granger – District 1 (Vice Chair) Councillor Kevin Davison – District 8 Councillor Peter Allen – District 9 Chantal Gagnon – Citizen Member Logan Morse – Citizen Member
<b>Municipal Staff</b>	Trish Javorek – Director of Planning and Inspections Laura Mosher – Manager of Planning and Development Services Katie Ollmann – Planner Laurie-Ann Clarke – Recording Secretary
<b>Guests</b>	Darren Shupe – Brighter Community Planning & Consulting
<b>Regrets</b>	Councillor Dick Killam – District 3 Kate Friars – Citizen Member
<b>Public</b>	5
<b>1. Meeting to Order</b>	Councillor Armstrong, Chair, called the meeting to order at 12:59 p.m.
<b>2. Roll Call</b>	Roll call was taken.
<b>3. Amendments to the Agenda</b>	There were no amendments to the agenda.
<b>4. Approval of the Agenda</b>	<b>On motion of Councillor Allen and Mr. Morse, that the agenda for the September 12, 2023 meeting of Planning Advisory Committee be approved as circulated.</b>  <b>The question was called on the motion. Motion carried.</b>
<b>5. Disclosure of Conflict-of-Interest Issues</b>	None

**6. Approval of Minutes**

**a. August 8, 2023**

**On motion of Ms. Gagnon and Councillor Granger, that the minutes of the Planning Advisory Committee meeting held on August 8, 2023 be approved as circulated.**

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

**7. Business Arising from the Minutes**

None.

**8. Business**

**a. Options for Incentive Zoning: Inclusionary Zoning and Density Bonusing**

Darren Shupe, Senior Planner, Brighter Community Planning & Consulting (BCP), gave on presentation on BCP’s recommendations to the Municipality regarding Inclusionary Zoning as well as Bonus Zoning. BCP is also recommending text amendments to the Residential Mixed Density (R3) and Residential Multi-Unit (R4) zones. These changes relate only to the current restrictions on the built form of number of units permitted per structure. The number of units permitted per lot remains unchanged and all other regulations related to the use, such as height, amenity, parking and traffic aisles continue to work together with the lot size to determine total density permitted.

Questions of Clarification:

A citizen member asked for clarification on what the maximum number of units per property would be in the Residential Mixed Density (R3) and Residential Multi-unit (R4) Zones if the proposed changes were adopted. Staff advised that the limitation would continue to be based on lot size and configuration.

A citizen member asked for clarification on what bonus zoning would look like. Staff explained that the bonus zoning program has not been designed yet and cannot be until there is direction in the Municipal Planning Strategy to do so.

The Chair shared that she was in favour of moving the discussion forward to a Public Participation Meeting.

A citizen member asked what the process would be following a Public Participation Meeting. Staff advised that following the Public Participation Meeting, feedback received from stakeholders and the public then staff would bring this back to PAC for recommendation to Municipal Council.

**On motion of Councillor Granger and Councillor Davison, that the Planning Advisory Committee approve a Public Participation Meeting to receive both stakeholder and public feedback on the draft development density policies in Appendix B.**

Debate: None

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

**b. Application to rezone a portion of a property in Lockhartville (File #23-01)**

Katie Ollmann, Planner, presented an application made by Thomas Bland to rezone 0.9 acres of his 19-acre property on Highway 1 in Lockhartville (PID 55227730) from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone in order to start a small electric vehicle repair and conversion business.

Questions of Clarification:

Councillor Granger asked what would be required if the applicant decided to expand the business in the future that proposed to go outside the area rezoned and staff advised that another rezoning application would be required.

**On motion of Councillor Allen and Mr. Morse, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone a portion of a vacant parcel of land (PID 55227730) located on Highway 1, in proximity to the Ben Jackson Connector, Lockhartville, from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone as described in Appendix C of the report dated September 12, 2023.**

Debate: None

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

**9. Other Business**

None

**10. Public Comments**

None

**11. Date of Next Meeting**

The next meeting of PAC will be held on Tuesday October 10, 2023, at 1:00 p.m.

**12. Adjournment**

**There being no further business, on motion of Ms. Gagnon and Mr. Morse, that the meeting adjourn.**

The meeting adjourned at 1:56 p.m.

**Approved:  
Planning Advisory Committee**

**Month/Day/Year**

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

Planning application for a development agreement to permit a dog daycare at 7311 Highway 1 (PID: 55151484), Coldbrook.

File: 23-06

October 10, 2023

Prepared by: Planning and Development Services

<b>Applicant</b>	Mike Cross
<b>Land Owner</b>	Michael William Cross, Ashley Lynn Cross
<b>Proposal</b>	Development Agreement to permit a dog daycare
<b>Location</b>	7311 Hwy 1 (PID: 55151484), Coldbrook
<b>Lot Area</b>	0.48 Acre(s)
<b>Designation</b>	Commercial (C)
<b>Zone</b>	General Commercial (C1)
<b>Surrounding Uses</b>	Commercial uses and residential uses
<b>Neighbour Notification</b>	Notification letters were sent to 27 property owners within 500 feet of the subject property.

### 1. PROPOSAL

Mike Cross has applied for a development agreement to permit the development of a dog daycare on his property located at 7311 Highway 1, Coldbrook.

The daycare will be located on the portion of the property to the rear of an existing residential dwelling. The development will include a building measuring approximately 20 feet by 30 feet, and an outdoor play area. The outdoor area will be fenced with a 6-foot-high opaque privacy fence.

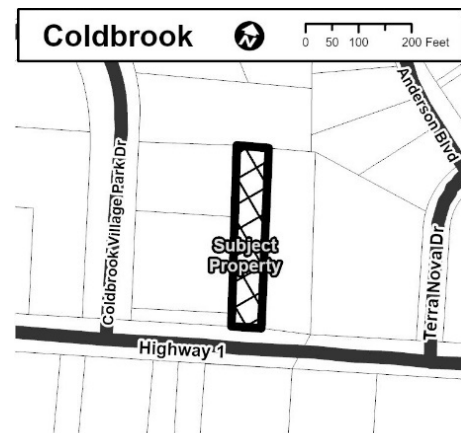


Figure 1: Location map

### 2. OPTIONS

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

- A. Recommend that Council approve the development agreement as drafted;

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

### 3. STAFF RECOMMENDATION

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

**The Planning Advisory Committee recommends that the Municipal Council give initial consideration to and hold a Public Hearing regarding entering into a development agreement to permit a dog daycare at 7311 Highway 1 (PID: 55151484), Coldbrook which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated October 10, 2023.**

### 4. BACKGROUND

The subject property was purchased by the applicant in April 2023. There is an existing residential dwelling located centrally on the property. The dwelling is currently rented out and the applicant intends to convert the dwelling into an office space once the tenant vacates. The property is subject to right-of-way in favour of the residents of the adjacent property to the east.



**Figure 2: Subject property**

The dog daycare will be developed on the rear portion of the property which has been cleared and levelled by the previous owners to develop an automotive repair shop (shop was not developed). As previously mentioned, the daycare will include a building and

an outdoor fenced play area. The building will consist of resting spaces for dogs and will also include an area to secure dogs that misbehave. The outdoor play area will be fenced with a 6-foot high-privacy wooden fence with a gate provided towards the entry (to the facility). Parking for the facility is proposed to be located in front of the existing residential dwelling. The proposed hours of operation are from 7:30 am to 6 pm and the dog owners will be required to book in advance before dropping their dogs at the facility. Before taking in a dog, a complete assessment of the dog will be done by the applicant to gather relevant history, and information and to also check for any aggressive behaviour. The daycare will start with 15 dogs and the applicant intends to gradually increase the capacity in consecutive years. The

applicant also intends to hold a once-a-month social on a selected weekend where dogs and dog owners can get together for one to two hours on the property.

## 5. SUBJECT PROPERTY INFORMATION

The subject property is located within the Growth Centre of Coldbrook. The property has a lot size of 20,909 square feet and a road frontage of approximately 60 feet. Access to the property is from Highway 1, from the south end of the property. As mentioned previously, the property is currently developed with a residential dwelling and there is also an existing driveway leading to the residential dwelling.

The neighbouring land uses consist of commercial and residential uses. There are two automotive repair shops and a restaurant located adjacent to the property to the west.

To the east, the property abuts another property with residential dwellings. Beyond this are several commercial operations consisting primarily of car dealerships. There is also a residential dwelling opposite the property across Highway 1.

Except for the few trees near the existing dwelling and the grass cover across the front half of the subject property to the east, vegetation on the property is scarce. As previously mentioned, the rear portion of the property beyond the dwelling has been cleared of vegetation and levelled by the previous owners for the development of an auto repair shop. The site has a slight slope declining southwards towards Highway 1, this downward slope creates a small dip near the entry where it meets Highway 1 sitting on a slightly higher elevation.

The property is in the General Commercial (C1) Zone, Commercial Designation, this zone is intended to accommodate a wide variety of commercial uses and limited residential uses. Although the zone permits uses like animal grooming facilities and veterinary clinics, dog daycares are currently not permitted within the General Commercial (C1) Zone, therefore, the application could only be considered through a development agreement.

## 6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerns a development agreement for a new use. A PIM was scheduled to be held on June 7, 2023, but no members of the public were present at the

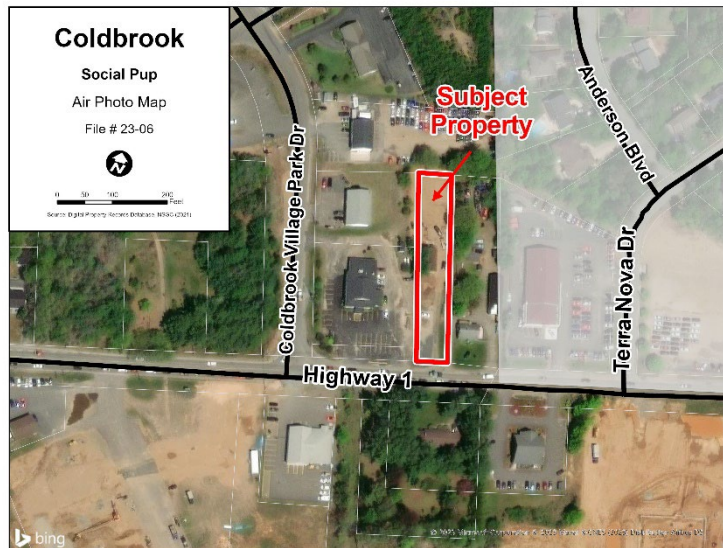


Figure 3: Aerial View

meeting. A recording of the presentation was later made and uploaded to the municipal website on June 8, 2023, and it has been available for viewing since that time.

A total of 27 property owners within 500 feet of the subject property were notified of the planning application and the associated meeting via letter mail in May 2023. An advertisement was also placed in the May 16, 2023, edition of the *Valley Journal Advertiser* providing notice of the planning application and details about the PIM.

Staff received an email from one of the residents from Anderson Boulevard in the Town of Kentville expressing concern over potential noise generation from the development. Staff also received an email from another person (who wishes to stay anonymous) expressing similar noise-related concerns. The owner of the adjacent residential dwelling also contacted and expressed his concern over potential noise generation and also inquired about traffic management and parking on site.

## **7. POLICY REVIEW - DEVELOPMENT AGREEMENT**

### **7.1 Land Use By-law**

In order for Council to be able to consider a development agreement, the Municipal Government Act ('MGA') requires that this ability be outlined within the Land Use By-law ('LUB'). Section 5.3.5 of the LUB states that,

#### ***LUB 5.3.5 Uses Considered by Development Agreement***

*Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the General Commercial (C1) Zone:*

*(d) Uses compatible with the purpose of the General Commercial (C1) Zone that do not otherwise meet the requirements of the zone in accordance with policy 3.2.9 of the Municipal Planning Strategy.*

### **7.2 Municipal Planning Strategy - Enabling Policy**

Policy 3.2.9 of the Municipal Planning Strategy ('MPS') enables Council to consider entering into a development agreement to permit the development of commercial developments that are not otherwise permitted as-of-right in the zone. The policy states as follows:

*Council shall*

***MPS 3.2.9*** *consider only by development agreement in all commercial zones, proposals for commercial, industrial, mixed use, and residential developments that are not otherwise permitted or cannot meet applicable commercial zone standards. In evaluating such development agreements, Council shall be satisfied that:*



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

Animal boarding facilities are not permitted as-of-right in the General Commercial (C1) Zone because of the potential noise-related impacts it might have on a neighbourhood. The proposed dog daycare, even though it is categorized as an animal boarding facility by the LUB, does not propose to provide overnight accommodation to dogs. The daycare is proposed to operate only during business hours (7:30 am to 6 pm) and will be located on a main transportation corridor in a commercial area surrounded by various other commercial establishments like automotive repair shops, car dealerships, restaurants and other businesses. Also, the General Commercial (C1) Zone permits uses like animal grooming facilities and veterinary hospitals that are similar in nature to the proposed daycare. The zone also permits other uses that might generate far greater noise such as arts and cultural centres, agriculture-related industries, bus stations, restaurants, drive-through restaurants, gas bars, heavy equipment facilities, and manufacturing uses. Considering the above factors Staff are of the opinion that it would be appropriate to permit this development through a development agreement.

*(b) If the proposal is for residential use or mixed use, Council shall be satisfied that:.....*

Not applicable, the proposal is for a commercial (single) use.

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

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

### **7.3 Municipal Planning Strategy- Supporting Goals, Objectives and Policies**

Animal boarding facilities (which include dog daycares, kennels and animal shelters as per LUB) are currently permitted as-of-right in zones like the Rural Commercial (C4) Zone, Agricultural (A1) Zone, Rural Mixed Use (A2) Zone, Resource (N1) Zone, Rural Industrial (M3) Zone and the Light Industrial Commercial (M1) Zone. Most of these zones are within rural areas with the exception of Light Industrial Commercial (M1) Zone which is found within Growth Centres. Although the main intention of the Council is to direct development away from rural areas, facilities like animal boarding centres are directed to rural areas to prevent any negative impacts the development might have on a community. However, not all development proposals are the same and uses that are not permitted may be appropriate in certain locations and not others. Development agreements enable Council to consider proposals on a case-by-case basis.

In this case, the proposed daycare intends to provide care for dogs on a day-to-day basis without overnight accommodation. This would require the dog owners to drive to the facility frequently. The location of the proposed development within a Growth Centre close to Highway 1, the Municipality's main transportation corridor, makes it more accessible and reduces travel distances for the majority of the residents living within the Growth Centres of Coldbrook, Waterville and also the neighbouring Town of Kentville. The proposal can also benefit from the existing Municipal sewer infrastructure and the water supply from the Town of Kentville. Also, as explained earlier, based on the location of the facility, the hours of operation

and the various other uses permitted within the zone, staff do not expect the proposal to have a substantial impact on the nearby neighbourhood. As a result, staff are of the opinion that it would be beneficial to enable this development in the proposed location within the Growth Centre and the proposal will be consistent with the visions and objectives related to Growth Centres outlined in the MPS stated below:

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

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

*Section 3.2 Commercial Designation, the theme of settlement, the settlement objective states “To encourage a broad range of commercial opportunities in single-use and mixed-use developments and support efficient use of public infrastructure”*

The development will also be consistent with the Municipality’s goal to direct commercial developments to main transportation corridors and encourage development densities along main transit routes in order to create compact complete communities. This is outlined within the following objectives from various sections of the MPS;

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

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

*Section 3.2 Commercial designation, objective related to theme transportation “To direct commercial centres to main transportation corridors”*

Entrepreneurship and innovation are key to the Municipality’s economic growth. For this reason, there are various goals, objectives and policies set out within the MPS that support and encourage new businesses. Within section 2.1, Growth Centres, the theme on Economic Development/Settlement, the objective states “To provide a wide range of urban development and business opportunities supported by cost-effective municipal services”. Also, within section 2.5, the MPS outlines the Municipality’s Economic development goals, objectives and policies. Within this section, the goal of Economic Development states “To sustain the Municipality’s diverse economic base, encourage entrepreneurship and innovation”. Further to this goal, policies 2.5.2 and 2.5.4 states

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

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

This intention is again discussed in section 3.2 Commercial Designation, where the theme on economic development states “*To develop and expand commercial, retail and service uses and to promote and encourage entrepreneurship and innovation*”.

This proposal presents an opportunity for the municipality to encourage entrepreneurship and innovation and the proposal will be consistent with the intent of the above goals, objectives and policies.

#### Zone Intent

The proposed development is located within the General Commercial (C1) Zone, Commercial Designation. The intent of the zone states: -

***MPS 3.2.1 designate as Commercial, lands located within the Growth Centres where commercial uses are encouraged and prioritized over other land uses;***

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

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

The proposed dog daycare is commercial in nature however it is currently not a permitted use because of the potential noise-related impacts it might have on a neighbourhood. But as mentioned previously, the General Commercial (C1) Zone permits uses having similar potential impacts like arts and cultural centres, restaurants, agriculture-related industries, bus/taxi stations, drive-through restaurants, emergency services, food and drink production, heavy equipment facilities, manufacturing uses, places of worship, retail stores, etc. In fact, some of these uses are currently present in the area including emergency services use, automobile-related uses and a restaurant.

Also, as mentioned earlier, the proposed development will be located in a commercial area right next to a main transportation corridor. Even though there are a few residential dwellings close to the subject property the potential noise generation from the development might not have as great an impact as would in a quiet residential neighbourhood. Further, unlike kennels and animal shelters which provide overnight accommodation for dogs, the dog daycare is proposed to operate only from 7:30 am to 6 pm, the time during which commercial areas and Highway 101 are most busy. As a result, Staff are of the opinion that the proposed location would be appropriate for the development and that the proposal will be consistent with the intent of the zone.

#### **7.4 General Criteria**

Municipal Planning Strategy section 5.3.7 contains the criteria to be used when considering all development agreement proposals. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. It is Staff's opinion that the proposal meets the general criteria. There are no costs to the Municipality because of the proposed development and the

development raises no concerns regarding emergency services, traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix C.

## **8. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT**

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

- Enabling the development of a dog daycare
- Recognition of existing dwelling by permitting a two unit dwelling;
- Enabling uses permitted by the underlying zoning in the Land Use By-law

## **9. CONCLUSION**

The proposed dog daycare is consistent with the intent of the Municipal Planning Strategy. The proposal can meet the specific and general criteria set out in the MPS and it is Staff's opinion that impacts associated with this use are acceptable. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

## **10. APPENDICES**

**Appendix A - Photographs of the Subject Property**

**Appendix B - Maps**

**Appendix C - General Criteria**

**Appendix D - Draft Development Agreement**

**Appendix A- Photographs of the Subject Property**



Entry to the Subject Property looking south to Highway 1



Adjacent Property to the east (Residential)



Adjacent Property to the east (Residential)



Existing Dwelling on Subject Property

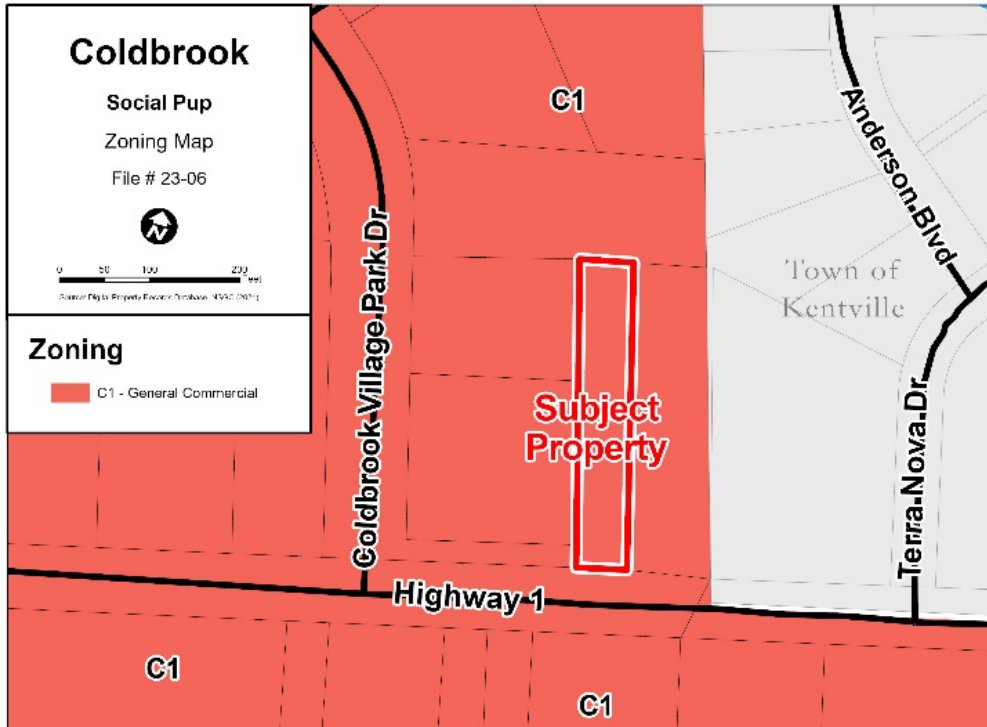


Adjacent commercial use (Restaurant)

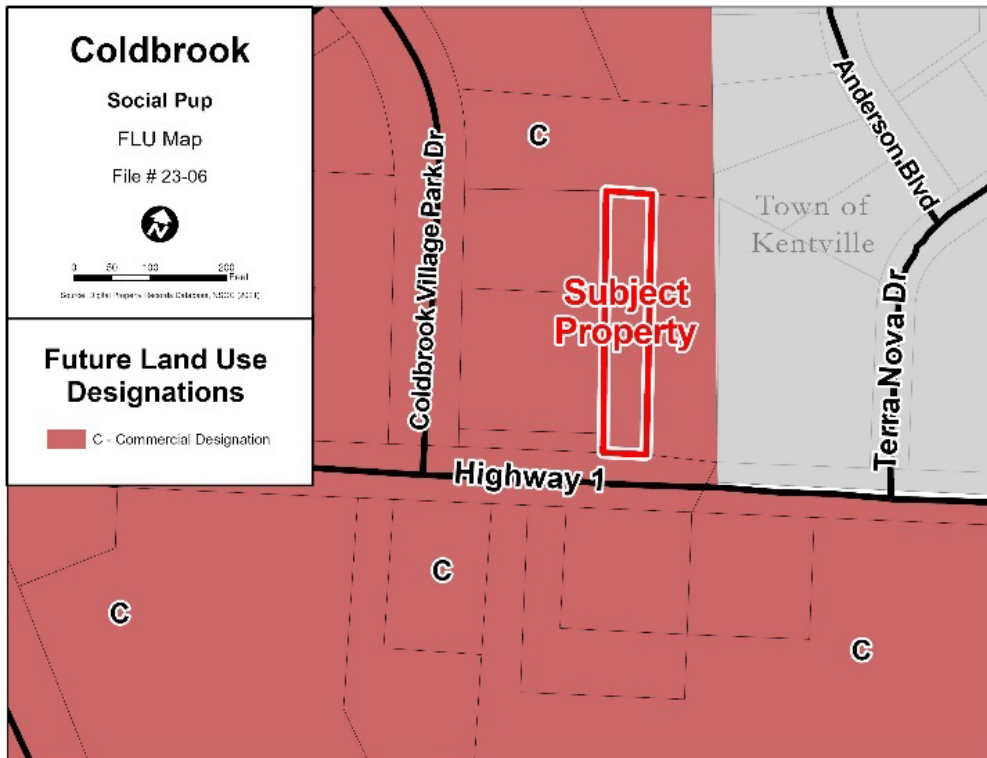


Rear portion of the Property

Appendix B – Maps



Zoning map



Future land use map



### Appendix C – General Criteria

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

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	This proposal to enter into a development agreement to permit a dog daycare on the subject property 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 development 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 commercial development is located in a commercial area and will be compatible with the surrounding commercial uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable, no residential is proposed.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Public Works has confirmed the adequacy of the road network and did not indicate any concerns regarding traffic hazards or congestion.
<i>v. the adequacy of fire protection services and equipment;</i>	Kentville fire chief has confirmed the adequacy of fire services and equipment for the property.
<i>vi. the adequacy of sewer and water services;</i>	Municipal sewer lines are available to service the proposed development. The Town of Kentville has confirmed that there is ample pressure and water volume to service the new development.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Not expected.

<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>The subject property is within the Town of Kentville Wellfield, Zone C. The proposal doesn't fall within the identified list of restricted/prohibited uses within the wellfield protection overlays. Staff do not expect the development to have any negative impacts on the wellfield.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Not expected. The property owner will be required to follow provincial soil erosion controls during construction enforced by NSECC.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>The property is not within proximity of any lakes or wetlands.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>The property is not within proximity of any farm.</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 generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

## Appendix D - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

**MICHAEL WILLIAM CROSS and ASHLEY LYNN CROSS** of Kentville, Nova Scotia hereinafter called the "Property Owner",

of the First Part

and

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

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number **55151484**; and

WHEREAS the Property Owner wishes to use the Property for the development of a Dog Daycare; and

WHEREAS the Property is situated within an area designated **Commercial (C)** of the Municipal Planning Strategy, and zoned **General Commercial (C1)** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **3.2.9** of the Municipal Planning Strategy and section **5.3.5 (d)** of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

WHEREAS the Municipality by resolution of Municipal Council approved this Development Agreement;

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

### **PART 1 AGREEMENT CONTEXT**

#### **1.1 Schedules**

The following attached schedule shall form part of this Agreement:

Schedule A - Property Description

#### **1.2 Municipal Planning Strategy and Land Use By-law**

- (a) Municipal Planning Strategy means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) Land Use By-law means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) Subdivision Bylaw means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor by-laws.

### **1.3 Definitions**

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Dog Daycare* means a facility providing care for dogs on a daily basis without overnight accommodation. The facility may include indoor and outdoor areas for the dogs where they will be under supervision. For clarity, this definition does not include animal boarding facilities.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Uses**

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

- (a) a dog daycare to be located on the portion of the property to the rear of the existing residential dwelling. The dog daycare will be limited to the following:
  - I. a building having a maximum gross floor area of 1,500 square feet which shall follow the zone requirements of the underlying zoning;
  - II. an outdoor play area which shall be fenced with an opaque privacy fence having a minimum height of 6 feet and shall not be located any closer than ten (10) feet to any lot line;
- (b) a dwelling containing no more than two residential units, subject to the zone requirements of the General Commercial (C1) Zone for all permitted uses; and
- (c) those uses permitted by the underlying zoning in the Land Use By-law

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

### **2.2 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.

### **2.3 Subdivision**

No subdivision of the Property that results in a reduced total lot area shall be permitted.

### **2.4 Vegetation**

Any portion of the property not covered by buildings or parking areas shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

### **2.5 Erosion and Sedimentation Control**

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

### **2.6 Lighting**

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

### **2.7 Servicing**

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

## **PART 3 CHANGES AND DISCHARGE**

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

- (a) Any matters in this Agreement which are not specified in Subsection 3.2 below
- (b) Any increase in the number of residential units in the dwelling permitted in Section 2.1 of this Agreement

**3.2** The following matters are substantive matters:

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

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

- (a) the road authority for the purpose of creating or expanding a public street over the Property;  
or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

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

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

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

**3.5** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

#### **PART 4 IMPLEMENTATION**

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

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

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

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

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

- (a) The Property Owner shall sign this Agreement within 60 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of

the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner. Upon the written request of the Property Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

- (c) If the Property Owner is bona fide delayed from commencing the development for reasons which are beyond the Property Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Property Owner is excused for the period of the delay and the time period for the Property Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

## **PART 5 COMPLIANCE**

### **5.1 Compliance with Other By-laws and Regulations**

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

### **5.2 Municipal Responsibility**

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

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

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the

approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.

(b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.4 Onus for Compliance on Property Owner**

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

#### **5.5 Breach of Terms or Conditions**

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

#### **5.6 Development Agreement Bound to Land**

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

#### **5.7 Assignment of Agreement**

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

#### **5.8 Costs**

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



## **5.9 Full Agreement**

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

## **5.10 Severability of Provisions**

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

## **5.11 Interpretation**

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

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

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

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

**MUNICIPALITY OF THE COUNTY OF KINGS**

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Witness

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Peter Muttart, Mayor

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Date

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Witness

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Janny Postema, Municipal Clerk

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Date

SIGNED, SEALED AND DELIVERED

**MICHAEL WILLIAM CROSS & ASHLEY LYNN  
CROSS**

In the presence of:

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Witness

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Michael William Cross

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Date

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Witness

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Ashley Lynn Cross

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Date

## Schedule A – Property Description

(Source: Property Online – June 29, 2023)

### Parcel Description:

ALL that certain lot, piece or parcel of land situate, lying and being on the North limit of Highway No. 1 at Coldbrook, Kings County, Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker set on the North limit of Highway No. 1 where the same is intersected by Lot B;

THENCE North 05 degrees 35 minutes East a distance of 350.0 feet along the West boundary of said Lot B;

THENCE North 87 degrees 45 minutes West a distance of 60 feet along the South boundary of lands now or formerly of Maxwell Street;

THENCE South 05 degrees 35 minutes West a distance of 350.0 feet along the East boundary of lands of Maxwell Street and lands of the Irving Oil Company Limited to a survey marker set on the North limit of Highway No. 1;

THENCE South 87 degrees 45 minutes East a distance of 60.0 feet to the place of BEGINNING.

BEING AND INTENDED TO BE Lot A as shown on a Plan of Survey prepared by Harry B. Smith, N.S.L.S., dated August 7, 1972.

SUBJECT HOWEVER to a right-of-way as granted to the owners for the time being of Lot B, which right-of-way is bounded and described as follows:

BEGINNING at a point on the North bound of Highway No. 1 at the Southwest corner of Lot B;

THENCE running Northerly along the West bound of said Lot B, 90 feet;

THENCE running Westerly parallel to Highway No. 1, 10 feet;

THENCE running Southerly parallel to the first mentioned bound 90 feet to a point on the North bound of Highway No. 1;

THENCE running Easterly along the North bound of Highway No. 1, 10 feet to the point or place of BEGINNING.

SAID RIGHT-OF-WAY being for the sole and exclusive use of the owners from time to time of Lot B for the purpose of ingress and egress, for persons, animals and vehicles from Highway No. 1 to the said Lot B.