



# Municipality of the County of Kings

## Report to the Planning Advisory Committee

### APPLICATION TO ENTER INTO A DEVELOPMENT AGREEMENT TO PERMIT A COMPREHENSIVE NEIGHBOURHOOD DEVELOPMENT

(File #22-07)

DATE: May 3, 2023

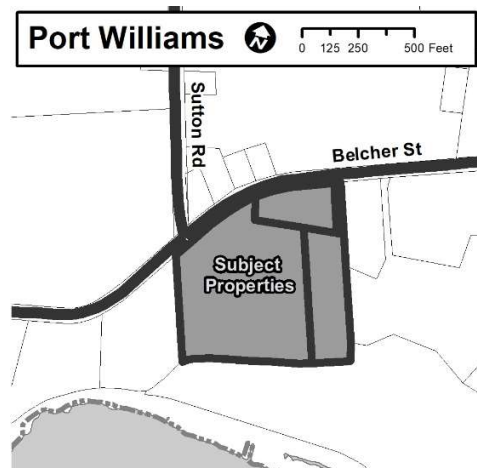
Prepared by: Planning and Development Services

<b>Applicant</b>	Michael Napier, MNA
<b>Land Owner</b>	Bradford and Constance Hopgood 3019538 Nova Scotia Limited
<b>Proposal</b>	Comprehensive neighbourhood development consisting of three multi-unit dwellings, one two unit dwelling and a community commercial use
<b>Location</b>	1207 Belcher Street (PIDs 55030092, 55523153, 55037915, 55534978)
<b>Lot Area</b>	12.05 acres (525,054 square feet)
<b>Designation</b>	Residential
<b>Zone</b>	Residential Mixed Density (R3) Zone Comprehensive Neighbourhood Development (R5) Zone ESA Overlay
<b>Surrounding Uses</b>	Primarily low density residential uses, agricultural uses, limited industrial and educational uses
<b>Neighbour Notification</b>	12 letters sent to property owners within 500 feet of the subject properties

## 1. PROPOSAL

Michael Napier, of Michael Napier Architecture, has applied on behalf of Bradford Hopgood to enter into a development agreement to permit the development of a comprehensive neighbourhood development on lands located in the southwest portion of the Growth Centre of Port Williams.

The proposal consists of three multi-unit dwellings containing 67 units each, one new two-unit dwelling, an existing one-unit dwelling and a community commercial space.



## 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 Area Advisory Committee forward a positive recommendation by passing the following motion.

**The Port Williams Area Advisory Committee recommends that 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 a comprehensive neighbourhood development at 1207 Belcher Street and associated properties (PID 550300092, 55523153, 55534978 and 55037915) which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated May 3<sup>rd</sup>, 2023.**

## 4. BACKGROUND

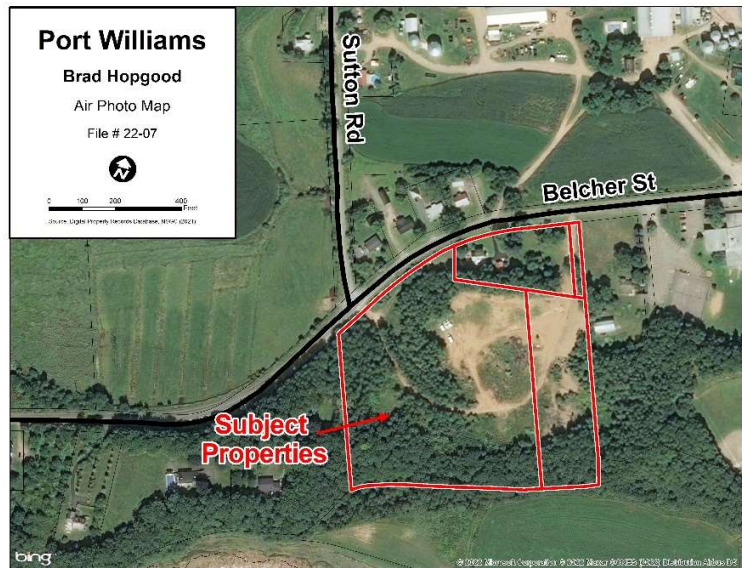
Two of the subject properties are owned by Bradford and Constance Hopgood, one of which is developed with their primary residence. The other property is a small strip of land having a width of roughly 30 feet and serves, primarily, as access to the property to the rear, which is also a subject property of this proposal. These two properties were acquired by the Hopgoods in 2015.

The two other subject properties are owned by a numbered company in which Constance Hopgood is listed as the President. These properties located to the rear of the properties discussed above have been owned since 1998 and, until this application, were used as a sand quarry. The lifespan of the sand quarry has reached its end and the owners are seeking to redevelop the properties for residential development.

## 5. SITE INFORMATION

As previously mentioned, there are four parcels that form the subject properties. The vacant parcel fronting on Belcher Street and west of the one unit dwelling belonging to the Hopgoods has an approximate lot area of 8 acres with approximately 450 feet of frontage. The other parcel used as part of the sand quarry has no road frontage and approximately 2.5 acres of lot area.

The other two parcels are not proposed to have extensive development but they have a total lot area of approximately 67,675 square feet (1.55 acres). Much of these lands are to remain undeveloped, save for the use of the easternmost portion of the property which is intended to serve as one of the driveways accessing the proposed development. The one-unit dwelling occupied by the Hopgoods is not intended to be altered as a result of this proposal but it is included in the land area covered by the development agreement.



To the rear of the property, north of the area used for sand extraction, there is a vegetated area consisting of mature trees. This vegetation is intended to remain to serve as a buffer between the proposed development and the existing dwelling. Beyond the trees the subject properties slope downward toward the Cornwallis River. The proposed development is intended to be located primarily within the former sand quarry.

The subject properties are located in the southwest portion of the Growth Centre of Port Williams. The lands to the west and to the north beyond the Belcher Street frontage are primarily in agricultural production and are zoned for this use. Lands in agricultural production are mostly located outside the boundaries of the Growth Centre, save for a small portion of the lands on the north side of Belcher Street, adjacent to the subject properties. There is an elementary school to the east of the subject properties. Otherwise the area surrounding the subject properties has been developed with one unit dwellings although the area has been zoned for all types of residential units including multi-unit dwelling containing up to eight residential units.

### **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. A virtual Public Information Meeting was recorded and posted on the Municipality's website starting on March 10, 2022. Correspondence received in response to the Public Information Meeting is included as Appendix C.

Staff received a letter from a neighbouring farmer expressing concern over negative impacts on his farming operation as a result of the proposed development. His main concerns related to traffic generation in an area where there is also a school zone that results in traffic back ups in combination with the movement of farm vehicles. While these concerns are understandable, much of these conditions pre-date the application for development on this property and additional traffic would be generated as a result of any development on the subject property. The applicant has prepared a Traffic Impact Study

that has been reviewed by the provincial Department of Public Works which has approved the study and has indicated it has no concerns related to traffic generation.

Staff also heard from other neighbours concerned about traffic and the destruction of the habitat of bank swallows, an endangered species. The neighbours indicate that habitat has already been destroyed on the subject properties. With regard to this assertion, the provincial Department of Environment attended the site and did not find any evidence that nesting had occurred.

## **6. POLICY REVIEW**

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

In order for Council to be able to consider a development agreement, the *Municipal Government Act* ('MGA') requires that this ability be outlined within the Land Use By-law ('LUB'). Section 4.7.4 of the LUB states that,

*Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Comprehensive Neighbourhood (R5) Zone.*

- (a) The development of comprehensive planned neighbourhood developments in accordance with policies 3.1.13 and 3.1.14 of the Municipal Planning Strategy.*

### **Municipal Planning Strategy**

#### **Enabling Policy**

The Comprehensive Neighbourhood Development (R5) Zone is generally applied to large properties within the Residential Designation in order to ensure that development is planned in a comprehensive manner that considers the impacts on future development on neighbouring vacant parcels and on existing properties. It enables Council to consider the overall design of a development that may have otherwise occurred in several uncoordinated phases without oversight over the development of the entire site.

The Municipal Planning Strategy contains specific direction related to this type of development contained in policies 3.1.13 and 3.1.14. The subject properties include two parcels within the Residential Mixed Density (R3) Zone. While the policies within this section apply exclusively to properties within the Residential Comprehensive Development (R5) Zone, policy 3.1.14 addresses proposals that include properties in more than one zone:

*3.1.14 Council shall consider including lands outside the Comprehensive Neighbourhood Development (R5)*

*Zone in a development agreement that applies primarily to lands within the Comprehensive Neighbourhood Development (R5) Zone without an amendment to the Land Use By-law to expand the zone. In considering such an addition Council shall be satisfied that:*

- (a) the lands abut a Comprehensive Neighbourhood Development (R5) Zone; and*

*(b) the lands in the Comprehensive Neighbourhood Development (R5) Zone development agreement demonstrably contributes to protecting natural features, improving transportation linkages or facilitating the development of isolated properties;*

The two parcels that are located within the Residential Mixed Density (R3) Zone about the larger parcel that is zoned Comprehensive Neighbourhood Development (R5). The easternmost parcel is quite narrow, having a width of roughly 30 feet. As a result the property developed with the Hopgoods one unit dwelling is also proposed to be included to enable some flexibility related to the driveway location, if necessary. It is Staff's opinion that, based on policy 3.1.14, they can be included as part of this development agreement application.

Policy 3.1.13 provides the criteria to be used by Council to assess the appropriateness of the proposed development. Several of the policies relate to the revenue and costs associated with development.

Policies 3.1.13 states,

*"Council shall consider only by development agreement proposals for comprehensive planned neighbourhood developments within the Comprehensive Neighbourhood Development (R5) Zone. In evaluating such development agreements, Council shall be satisfied that the proposal:*

*(a) consists of land uses that are consistent with the intent of the Residential Designation, including but not limited to residential uses, community facilities, recreational facilities and commercial uses intended to serve the neighbourhood;*

*(b) provides a mix of housing options rather than only one building type;*

The proposal consists of three multi-unit dwellings, an existing one unit dwelling and a second, two unit dwelling, and a commercial space intended to primarily serve local residents. Other than the multi-unit dwellings, proposed to be located at the rear of the property, the other uses are oriented to the road frontage. While the dwellings proposed at the front of the property are to be maintained as lower density development, since the property containing the one unit dwelling is currently located in the Residential Mixed Density (R3) Zone, flexible development permissions consistent with those of the Residential Medium Density (R3) Zone been provided in the development agreement.

The commercial space, which is proposed to be subject to the Mixed Commercial Residential (C3) Zone is consistent with the concept of neighbourhood residential uses. The Mixed Commercial Residential (C3) Zone is enabled in the Residential Designation.

*(c) has an overall minimum density of four (4) units/acre for developments serviced by central sewer and water and similar density for unserviced developments provided the environment can sustainably support the proposed density;*

A total of 204 residential units is proposed for 12.05 acres resulting in an overall density of just under 17 units per acre. The proposed development will be serviced by central water and sewer services and, as a result, this density is appropriate and meets the requirements of the policy.

*(d) has a neutral or positive long-term impact on municipal finances, as shown by a fiscal impact analysis, or the community or environmental benefits outweigh the costs;*

The development will not result in costs to the Municipality. Development of a parcel having a lot area consistent with the subject properties would normally result in subdivision involving a transfer of ownership of said infrastructure to the Municipality, typically in the form of roads, water and sewer piping as part of a broader subdivision process. While there is subdivision proposed in this application, it does not include new road infrastructure. Any new water and sewer infrastructure required falls within the jurisdiction of the Village of Port Williams. The property owner is working with the Village to extend the required infrastructure in a way that is acceptable to the Village.

Staff consulted with the Manager of Revenue to gain an understanding of the financial benefits of the proposal. It is estimated that approximately \$230,000 of tax revenue per year would be generated for the Municipality, at full buildout, on the basis of an estimated assessed value of \$127,596 per apartment unit and \$250,000 of assessed value for the commercial use. Revenue generated for the Village of Port Williams is estimated to be approximately \$90,000 per year.

On this basis, Staff are satisfied that the development will have a positive impact on Municipal and Village finances since there will be minimal costs generated due to limited infrastructure expansion and a significant increase in property tax revenues resulting from the proposed development.

*(e) includes appropriate phasing to ensure orderly development that minimizes the creation of vacant parcels of land between the existing developed lands and the proposed site;*

Since the proposed development is located to the rear of existing development, there will be no vacant parcels created between two developed areas. As such, no phasing is proposed.

*(f) results in public infrastructure that is efficient to service and maintain;*

The proposed development utilizes existing water infrastructure and therefore increases the overall efficiency of the system since the cost of servicing and maintenance will now benefit from additional ratepayers. The design of the sewer extension is to be negotiated between the Village of Port Williams and the property owner but will not serve significantly more properties than the subject properties. There is no reason to believe that this portion of the system would be designed in such a way as to be inefficient to service since the total number of new possible ratepayers outside this development is limited.

*(g) encourages active transportation by providing sufficient sidewalks, pathways and/or trails consistent with the transportation infrastructure policies contained in section 2.3, Infrastructure;*

A sidewalk is not currently provided on either side of Belcher Street in proximity of the subject properties. A sidewalk, owned and maintained by the Village of Port Williams begins on the south side of Belcher Street at the eastern property line of the Elementary School.

New sidewalks are typically provided when new roads are built, or are installed at a later date by the jurisdiction having authority or the Village of Port Williams in this circumstance. Where a new sidewalk would not provide additional connectivity within the Growth Centre since the existing sidewalk begins

roughly 685 feet to the east, and since there are intervening parcels between the subject properties and the western property line of the school property, the Municipality is not requiring the installation of a new sidewalk on Belcher Street. Sidewalks meeting accessibility requirements will be provided along vehicular paths of travel within the subject properties to ensure pedestrian safety and to provide a continuous sidewalk network at such a time a sidewalk is installed along Belcher Street west of the elementary school. The proposed development would assist in the viability of a new sidewalk in this location due to the potential increase in population that would result.

*(h) minimizes environmental impact by protecting sensitive natural features and incorporating low-impact approaches for managing storm water;*

Staff are not aware of any sensitive features on the subject property. A resident indicated that they suspected that bank swallow habitat was previously destroyed however, a representative from Nova Scotia Environment and Climate Change investigated and did not see any of the typical characteristics of the habitat of the bank swallow. Staff are not aware of any other sensitive areas on site. A requirement for low impact stormwater management approaches has been written into the draft development agreement.

*(i) provides a minimum 100-foot-wide vegetated buffer within Comprehensive Neighbourhood Development (R5) Zones adjacent to the Agricultural (A1) Zone. This buffer area must be entirely contained within the development and may be used for park, recreation and service utility purposes, but must not contain buildings for any other use. The width of the buffer area may be reduced where natural or built features, including but not limited to a ravine, watercourse or road create a buffer with the Agricultural (A1) Zone;*

The area to the west of the subject properties is located within the Agricultural (A1) Zone. A minimum separation distance of 100 feet is provided. A walking trail and below grade parking is proposed to be located within this area, as considered by the policy above. The buffer is intended to provide a separation between residential uses and negative impacts associated with agriculture such as spraying and spreading of pesticides and fertilizers. These encroachments into the buffer are deemed to be appropriate since they do not constitute structures or permanent buildings that would serve to expose potential residents to those impacts on a prolonged basis.

*(j) notwithstanding the minimum requirements set out in the Subdivision By-law, provides a minimum of ten (10) per cent open space contribution;*

The property owners will be required to provide a 10 per cent contribution for open space at the time of subdivision. Given the design of the site, this contribution is proposed to be in the form of cash-in-lieu of land.

*(k) utilizes, alternative road, lot, servicing and other infrastructure standards where appropriate;*

This criteria is not applicable to this proposal.

*(l) provides sufficient vehicle and pedestrian transportation linkages with any adjacent town, village or property through the dedication of land intended for use as a road reserve;*

The proposed development will provide sidewalk infrastructure along both driveways where it will meet the public road frontage along Belcher Street for both pedestrians and vehicular traffic.

*(m) complements existing and planned development within an adjacent town or village in location, design, and any linkages between town or village and Municipal infrastructure; and*

The proposal includes higher density residential development and a community commercial use on the western edge of Port Williams. The area adjacent to this site is within the Residential Mixed Density (R3) Zone, which permits multi-unit residential development. The residential component of this development is similar to the residential uses permitted as -of-right in the surrounding area and the commercial component of the development will provide a commercial amenity in an area where there is little commercial activity.

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

This will be reviewed in a later section within this report.

#### MPS Objectives

In evaluating applications for development, Municipal Staff review the MPS holistically on the basis of its overarching vision and objectives. The general approach to the MPS balances the interests of protecting agricultural land and the development of healthy and complete communities. Generally speaking, rural areas are intended to be maintained for resource production and extraction while more urban areas, identified as Growth Centres, are intended to accommodate the majority of other types of growth. This is intended to occur in ways that contribute to vibrant communities that incorporate a high level of active transportation and efficiency in providing infrastructure servicing that is efficient and cost-effective to maintain. This approach is outlined in the statements of the MPS, outlined below.

Within the Vision Statement related to Settlement, Council has identified the following priorities:

- *Concentrate new commercial and residential development, including mixed uses, in the Growth Centres with clearly defined boundaries;*
- *Encourage efficient service and infrastructure delivery; and*
- *Enable and encourage a diversity of housing throughout the region*

The proposed development includes primarily residential uses as well as a community commercial use within a Growth Centre. The proposed development does not include any new public infrastructure while increasing the total number of residents thereby increasing the efficiency of the infrastructure. The proposed development also increases the diversity of housing within the Growth Centre of Port Williams since larger scale multi-unit dwellings are not common within Port Williams.

Within the section related to infrastructure, the objective related to the theme of Settlement states, *“To make effective use of existing infrastructure located within Growth Centres.”*

This development will require the extension of sewer services through a cost sharing agreement between the property owner and the Village of Port Williams. Given the density of the proposed development, this



infrastructure will be efficient to service and maintain. Further to the objective, policy 2.3.2 states that, *"Council shall encourage the development of higher density communities in Growth Centres that permit various housing types to increase the efficiency and cost-effectiveness of municipal sanitary sewer and water servicing;"* The proposal represents a higher density development within a Growth Centre that permits a variety of permitted residential built forms, including multi-unit dwellings in proximity to the subject properties.

Within section 3.1 of the MPS, related to the Residential Designation, the objective related to the theme of Settlement states, *"To accommodate a wide range of housing options, including opportunities for mixed uses and increased densities in areas where urban services are efficient to deliver."* The proposed development provides multi-unit dwellings at higher densities than is typical within the Growth Centre of Port Williams. This will assist in increasing the efficiency of providing services within the Growth Centre. This proposal also includes a commercial component, thereby incorporating a mix of uses.

The theme of Transportation encourages higher densities along main transportation corridors. Belcher Street is a main transportation corridor within the Municipality, thereby meriting consideration of higher density residential uses.

#### 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. Staff have reviewed in that it will not result in any direct costs to the Municipality, is compatible with the surrounding development pattern, is compatible with adjacent uses, and raises no concerns regarding emergency services. Staff did investigate concerns related to traffic generation. The applicant had a Traffic Impact Study prepared to the satisfaction of the provincial Department of Public Works. Detailed responses to each criteria can be found in Appendix B.

#### Port Williams Secondary Plan

The Port Williams Secondary Plan forms section 4.5 of the MPS and provides specific policy direction within the boundaries of the Growth Centre of Port Williams. This section will discuss relevant policies contained within the Secondary Plan and how the proposal is consistent with these policies.

Policy 4.5.1 requires that all new development within the Growth Centre be serviced by central water and sewer services. There is not currently sewer service provided to the subject properties. The existing sewer line terminates in proximity to the Elementary School. The need to extend infrastructure to the subject site has been identified with the Village of Port Williams and the Village and the property owners are in discussions related to cost sharing the extension of sewer servicing. There is water infrastructure that services the subject properties and the proposed development will be required to connect at the time of permitting.

Policy 4.5.4 requires that all rezoning and development agreement applications be consistent with the requirements pertaining to wellfields in Port Williams. The proposed development is not within any wellfield protection overlay and is not expected to negatively impact the water supply.

With regard to residential development, the Secondary Plan states a goal, *“To accommodate residential growth that meets the needs of residents form all stages and ages of life.”* The Secondary Plan also states an objective of directing higher density developments to central locations and to direct lower density developments to the Growth Centre fringe. While this proposal is higher density and it is located on the fringe, Staff are of the opinion that, based on the visual screening provided by site characteristics including existing vegetation and site topography, there will be little visual impact of the higher density uses on neighbouring properties.

It should also noted that the central area of Port Williams is almost entirely developed with few vacant properties. The main transportation corridors in the central area exhibit traditional rural development patterns consisting of lower density uses clustered around the main intersection of Belcher Street and Highway 358. The balance of development within Port Williams has occurred relatively recently with major subdivision development occurring in the late 1980s, and over the course of the 2000s thus far. As a result, there is little land remaining within the core of the Growth Centre that is not currently zoned for industrial or commercial uses. The development of higher density residential uses within the core of the Growth Centre of Port Williams would require significant land assembly to be able to accommodate larger proposals. Redevelopment of these areas will likely occur in the fullness of time as buildings reach the end of their natural lifespan, but, until that time, there continues to be a great need for new housing throughout the region, and indeed, the province as a whole.

The policies of the MPS directs growth to Growth Centres which are intended to accommodate a variety of housing. The area surrounding the subject properties is zoned for moderate density within all manner of residential built form. Staff do not see any reason to limit development of the subject properties to lower density uses in light of the balance of considerations in the Growth Centre. Given the predominance of lower density built forms within the Growth Centre of Port Williams and in consideration of the other goals pertaining to the provision of a variety of housing types and the goal of the Secondary Plan pertaining to providing housing for people of all ages and stages of life, increasing the number of multi-unit dwellings will enable more people to age within the community.

Policy 4.5.24 outlines criteria to be considered when development of a Comprehensive Neighbourhood Development is proposed. The policies of the MPS were largely based on these policies which pre-date the adoption of the current MPS. As a result the policies are similar to those within the MPS and the analysis of similar policies will be kept brief. Please see the section on policies 3.1.13 and 3.1.14 for greater detail on these policies.

Policy 4.5.24 states:

*Council shall:*

*4.5.24 consider only by development agreement in the Comprehensive Neighbourhood Development (R5) zone, residential development which is sympathetic to neighbouring farms and will not interfere with normal agricultural activities. In considering such development agreements Council shall be satisfied that:*

*(a) the density of the overall development is a minimum of 4 units per acre;*

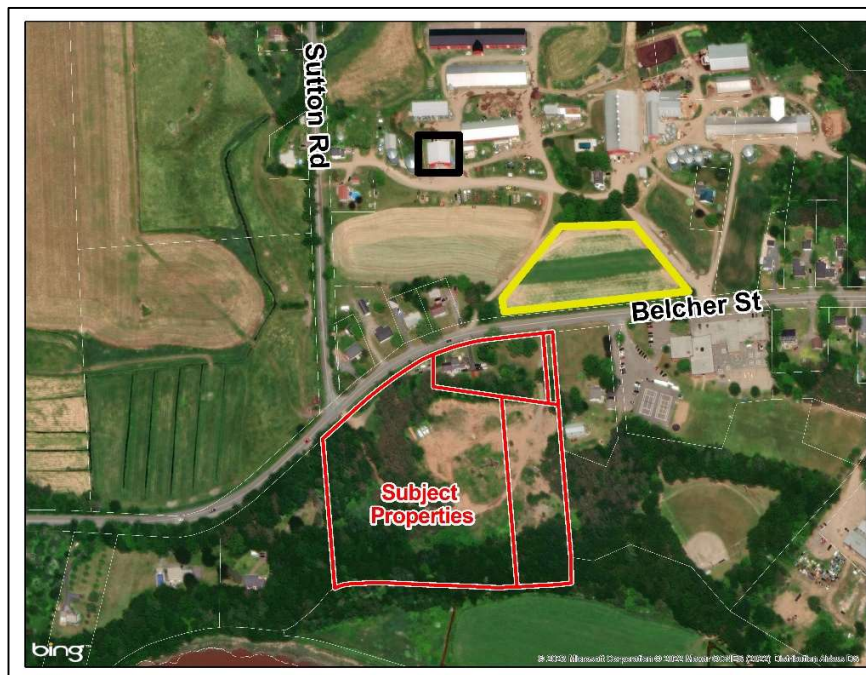
The proposed development has an approximate density of approximately 17 units per acre.

*(b) development of the area shall be phased in such a manner as to allow the largest amount of agricultural land to remain in production as [long as] possible;*

The proposed development does not include any land currently in agricultural production.

*(c) a separation distance of a minimum of 100 feet (30.5 metres) shall be maintained between any residential building and land actively used for crop land and 600 feet (183 metres) shall be maintained between any residential building and land used for intensive livestock operations;*

There is a large agricultural operation just beyond the edge of the Growth Centre and this operation includes a livestock operation. The aerial photo below identifies the nearest cropped area in yellow and the nearest building that could be used for livestock in black. The distance to the cropped area the nearest new residential use is in excess of 250 feet away. The distance from a new residential use and any building that might house livestock is in excess of 650 feet.



*(d) Any required vegetative buffer shall include plant material that will grow to an approximate height of 20 feet (6.1 metres) or more in order to minimize the spread of fertilizer, pesticides and other sprays.*

The proposed development does not incorporate any required vegetative buffers based on the other characteristics of the subject properties, particularly the topography that is present as a result of the former sand quarry operation and the current existing uses surrounding the subject properties.

*(e) Vehicle access onto Collins Road is not permitted, with the exception of public roads, private driveways that resemble public roads, and driveways needed for safety purposes.*

The proposed development is not located on Collins Road.

*(f) Higher density areas are centrally located while lower density areas are located towards the Growth Centre fringe.*

The subject properties are located on the fringe, but as discussed above, Staff are of the opinion that this development is appropriate in considering all other relevant information.

*(g) The proposed design and maintenance adequately protect any identified wellfields;*

The proposed development is not located within or near any wellfield protection overlays.

*(h) For proposals involving subdivision, a minimum of ten (10) per cent of the development area is dedicated to public open space in accordance with the following criteria:*

- i. The location of public open space responds to policies 4.5.33 and 4.5.34; and*
- ii. Up to seven (7) per cent of the public open space may include lands that otherwise could not be developed, such as drainage corridors, buffer areas, and wellfields.*

Since this proposal does not include subdivision that would create new road infrastructure and the design of the proposal, the ten per cent open space contribution will be in the form of cash-in-lieu of land.

*(i) In lieu of the ten (10) per cent land requirement a sum of money equal to five (5) per cent of the assessed value of the proposed lots, or a combination of land and money at a ratio 2:1 (land: money) may be accepted;*

The property owner, in accordance with policy 3.1.13(j), a cash-in-lieu of land equivalent to 10 per cent of the value will be required.

*(j) In addition to the [sic] any other information required, developers shall prepare a ground water study for proposals located within Wellfield Zones A and B. The ground water study shall be conducted by a qualified professional and shall assess the impact of the proposal on ground water quality and quantity and recommend measures for reducing any negative impacts; and*

The proposed development is not located within Wellfield Zone A or B.

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

This has been reviewed earlier in this report. Detailed responses are available for review in Appendix B.

## **7. DEVELOPMENT AGREEMENT SUMMARY**

The draft development agreement contained in Appendix D contains the following:

- up to 210 residential units within a variety of built forms which includes two different building types, not including the existing one unit dwelling at a minimum density of 10 units per acre;
- community commercial use, subject to the requirements of the Mixed Commercial (C3) Zone, located in proximity to the road frontage;
- subdivision in accordance with the Residential Multi-unit (R4) Zone
- permits parking below and at grade. Below grade parking is permitted to extend beyond the building footprint provided it is not located closer than 30 feet from any property line;
- provision of a 100-foot wide agricultural buffer were no development is intended to occur although a walking trail is permitted to be located within this area;
- provision of a minimum of 100 square feet of amenity space per unit including a private balcony or patio;
- requires a low impact approach to stormwater management with a detailed drainage plan required at the time of permitting;
- Ten per cent Open Space contribution at the time of subdivision;

The draft development agreement has been written with the proposed development being the maximum level of development permitted on the subject properties with a small increase in the total number of residential units that represents rounding up the total number of units from 204 to 210. As Staff are of the opinion that the development, as proposed, is appropriate for this location, flexibility to enable less development, or in different built forms has been provided to accommodate changing market conditions or the ideas of a future owner.

The development agreement continues to require a minimum density of 10 units per acre, representing the density permitted in as-of-right development within the Residential One (R1) Zone, the Residential One and Two Unit (R2) Zone and the Residential Mixed Density (R3) Zone. Higher density development is required to be located to the rear of the existing vegetated area on the subject properties to provide a visual buffer from Belcher Street. All types of dwellings, including multi-unit dwellings, permitted within the Residential Mixed Density (R3) Zone are permitted to be located along the Belcher Street frontage, thereby maintaining the existing development opportunities that currently exist on the surrounding properties within the Growth Centre boundaries.

The permitted commercial use is required to be located in proximity to the Belcher Street frontage. The development of this use is not required by this Agreement and, should the owner opt not to develop this use, the development of residential uses in this area would continue to be permitted.

## **8. CONCLUSION**

The proposed development would introduce additional housing resources in a built form that is not common within the Growth Centre of Port Williams on properties in proximity to zoning that permits multi-unit dwellings. The development has been designed to minimize impacts on neighbouring properties and nearby agricultural operations. As a result, Staff are forwarding a positive recommendation to Area Advisory Committee.

## **9. APPENDIXES**

### **Appendix A –Maps**

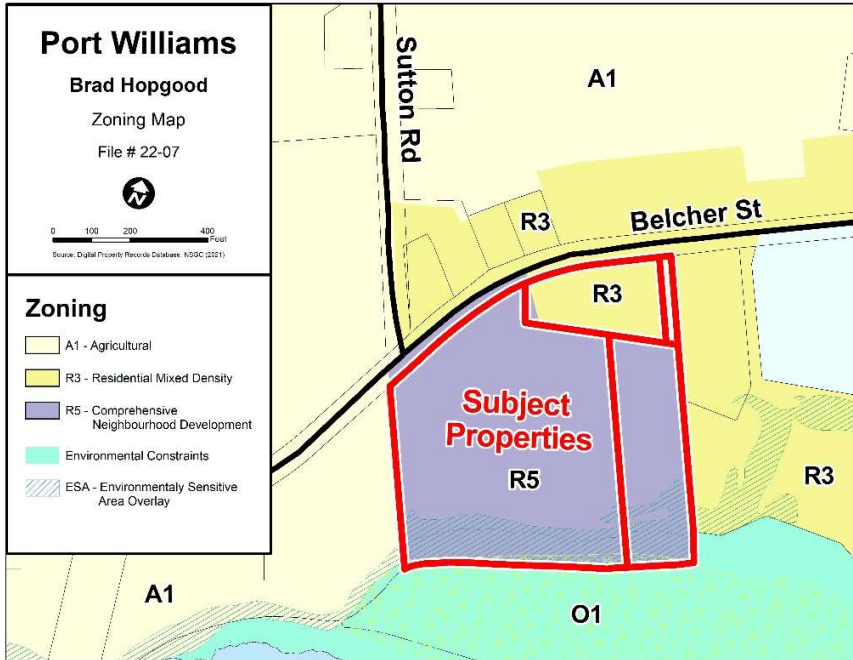
**Appendix B – General Criteria for Development Agreements and Amending the Land Use By-law**

**Appendix C – Correspondence from the Public**

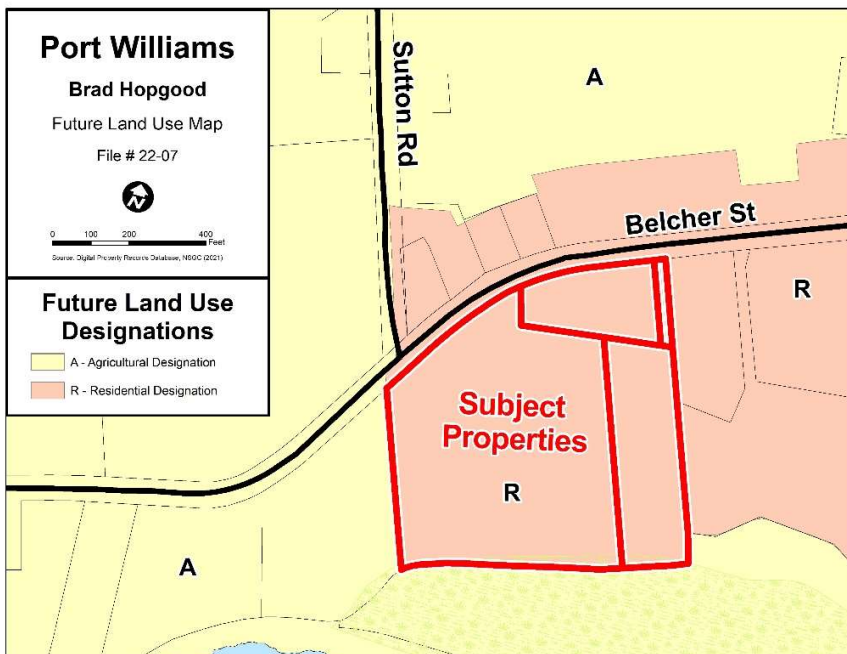
**Appendix D - Draft Development Agreement**

# APPENDIX A – Maps

## Zoning Map



## Future Land use Map



**APPENDIX B – GENERAL CRITERIA FOR DEVELOPMENT AGREEMENTS AND AMENDING THE LAND USE BY-LAW**

**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:*

<b>Criteria</b>	<b>Comments</b>
<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 proposal is in keeping with the intent of the MPS and the Port Williams Secondary Plan.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposal is not in conflict with any other programs, By-laws or regulations.
<i>c. is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal requires an extension of sewer services westward along Belcher Street to the subject properties but it is the understanding of Staff that an appropriate costing and payment arrangement has been reached between the Property Owner and the Village of Port Williams.
<i>ii. land use compatibility with surrounding land uses;</i>	The surrounding neighbourhood is characterized by a mix of uses including a mix of residential and agricultural uses as well as an educational facility. The proposed development is compatible with these uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The proposed development is located in proximity to the Port Williams Elementary School. The Village of Port Williams has many recreational facilities within its boundaries for use by local residents including parks, a trail system and recreational programming offered through the Village. Staff requested information from the Annapolis Valley Centre for Education regarding school capacity and



	<p>the ability for the area schools to accommodate new students. The Annapolis Valley Centre for Education indicated that local schools were near capacity but that the AVRCE is confident that they are well equipped to respond to enrollment increases.</p>
<p><i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i></p>	<p>A Traffic Impact Study was provided by the applicant. This study was reviewed by Nova Scotia Department of Public Works as the authority having jurisdiction over Belcher Street. The Traffic Impact Study was determined to be acceptable and the department does not have any concerns.</p>
<p><i>v. the adequacy of fire protection services and equipment;</i></p>	<p>The Port Williams Fire Chief has indicated that fire protection is adequate in this area and will have no issues given the proposed development.</p>
<p><i>vi. the adequacy of sewer and water services;</i></p>	<p>The Village of Port Williams, as the owner and operator of the water and sewer systems within the Growth Centre, has indicated that there is adequate capacity in the system for the proposed development.</p>
<p><i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i></p>	<p>The property owner is required to control stormwater flows through the incorporation of low impact approaches for stormwater management. The Municipal Engineer is able to request the necessary reports and materials at the time of permitting.</p>
<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>Not applicable – the subject properties are not within a wellfield protection area.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Staff are satisfied that the proposal will not generate any pollution. The Property Owner will be required to follow provincial requirements related to erosion and siltation.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>There are no lakes or wetlands in proximity to the subject properties.</p>
<p><i>xi. negative impacts on neighbouring farm operations</i></p>	<p>There is a large agricultural operation on the north side of Belcher Street. Given the distance from the</p>

	<p>Subject Properties and the site layout, Staff do not expect any negative impacts beyond what might have been generated had the lands been placed in the same zone as the residential lands in the immediate vicinity of the subject 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 proposed development represents the redevelopment of a former sand quarry. The site has good drainage and other characteristics suitable for development and is free of utility rights-of-way.</p>

## Cornwallis Farms Ltd

1256 Belcher Street  
RR#1 Port Williams NS  
B0P 1T0



cornwallisfarms@eastlink.ca  
tel / fax: 902 542 4316

March 28, 2022

Will Robinson-Mushkat  
Municipality of the County  
Re file # 22-07

We are writing today with concerns regarding the development application file #22-07 that would see multi-unit residential units at 1207 Belcher Street, Port Williams.

In viewing the presentation there was reference made to MPS Policy 5.3.7 that states that proposed developments should not lead to the creation of traffic hazards or congestions. As an active farming operation, located inside a school zone, we witness and experience on a daily basis how busy Belcher Street currently is. The larger trucks that come to pick up our milk or make deliveries to our farm already avoid peak times of day to come. Every time there is a school event or Friday assembly's, parents park their cars on both shoulders and makes it very dangerous for cars, trucks and farm equipment to safely navigate the narrow road, hoping not to meet another vehicle. The addition of 200 residential units and potential addition of over 200 new vehicles will create traffic hazards and congestion. As farm operators, of large agricultural equipment, we have witnessed the impatience of some drivers when there are tractors on the road leading to potentially dangerous situations so the addition of this extra traffic is such close proximity to where we would be turning off the road is not a good combination.

Has the County conducted a traffic count? And if so has it been done during times when school has been in session? We have just experienced two years of decreased traffic due to COVID and as employees return to the workplace traffic will continue to increase on this major throughfare.

Policy MPS 5.3.7 also states that there should be no negative impacts on neighbouring farm operators.

While we appreciate that this development will not be built on Agricultural land we do feel it will negatively impact agriculture in this area. Increasing the population in an intensive agricultural area will definitely add pressure to the area and stress. The increased traffic is a major concern and it will result in a negative impact on our daily operations. Another concern is the increase in potential for nuisance complaints. We currently maintain good relationships with our neighbours however with such a large influx of residents the ability to forge these relationships will be greatly diminished and the possibility of receiving nuisance complaints will increase.

The size and scale of this project does not compliment the feel and character of this rural agricultural area. Development units like the ones that have been built on Collin Roads would be a better fit and would have a reduced negative impact on the quality of life of existing residences and on agricultural activities than the project that is being proposed.

A handwritten signature in black ink that reads 'R. Craig Newcombe'.

R. Craig Newcombe  
Owner, Cornwallis Farms

A handwritten signature in black ink that reads 'Brian Newcombe'.

Brian Newcombe  
Owner, Cornwallis Farms

1155 Belcher Street  
Port Williams, NS  
BOP 1T0

March 22, 2022

Will Robinson-Mushkat  
Planner - Planning and Development Services  
Municipality of the County of Kings  
181 Coldbrook Village Park Dr.  
Coldbrook, NS B4R 1B9  
[wrobinson-mushkat@countyofkings.ca](mailto:wrobinson-mushkat@countyofkings.ca)

Dear Mr. Robinson-Mushkat,

Our family was recently advised by mail about a public information session which was held on March 11, 2022 regarding a proposed development which stands to have a lasting and detrimental impact on the Village of Port Williams. The letter was prepared on March 14, and we received it on March 18, a week after the virtual session had already been held. There were no members of the public present. The letter directed us, after the fact, to the Kings County website, where we then had to navigate to the planning department page and search for the application referenced as 22-7. From there, we had to follow a link to a YouTube video of the presentation. Furthermore, we were disappointed to learn that the letter was delivered only to those living within 500 feet of the proposed development. We have concerns that not everyone affected has the means to access this information based on the complicated process.

The public has been invited to provide feedback. However, there has been no deadline established to submit feedback. We are concerned that some may miss the opportunity to do so without being advised of an existing deadline. While the local community may be unable to prevent development, its inability to voice its opinion through a transparent system will be contrary to the democratic process.

Having made the effort to review the information, we are writing to express our strong opposition to the proposed development of the multi-unit apartment buildings at 1207 Belcher Street (PIDs 55030092, 55037915, 55534978, 55523153). All of residents we have spoken with in the surrounding area share our opposition to the addition of three 67-unit apartment buildings and the proposed one-storey commercial building. Several main concerns have come to the forefront, including pedestrian and traffic safety, preserving the habitat of a protected species, and maintaining the quality of life that currently exists in this area of the Village.

Traffic and safety of pedestrians are major areas of concern. The proposed development will create significant safety hazards as the road curvature at the intersection of Sutton Road and Belcher Street has poor visibility and the speed limit changes rapidly from an 80 km/h to a 50 km/h to a 30 km/h school zone. There is a history of motor vehicle accidents on Belcher Street at the intersection of Sutton Road. In fact, Belcher Street residents have been first responders to these accidents in the past.



The proposed massive influx of residents at the proposed development is also a risk to the local agricultural workers and students. The added traffic congestion caused by the addition of 200 residential units will increase the risk of collision with students during the morning and afternoon traffic surges, and with large, slow-moving agricultural vehicles. The Port Williams Elementary School is also the communal meeting place for middle and high school students to board their buses to school. A large population of students combined with the presence of agricultural equipment on a daily basis presents an unacceptable safety risk.

Vulnerable wildlife has been observed in the area, and the proposed development will certainly destroy their habitat. Any planned development should consider the continuing impact to local wildlife habitat. Neighbours have already witnessed the destruction of a large nesting area of bank swallows (a protected species in Nova Scotia) by heavy equipment on the property. For reference, a man was fined \$6000 for violating the Species at Risk Act last year when he was found guilty of destroying bank swallow nests in Millville, Nova Scotia. The impact of this development on local wildlife must be investigated by an appropriate agency, as this destruction may not have been acknowledged by the property owners.

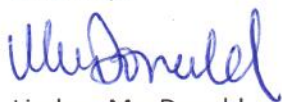
Additionally, property values will be significantly reduced in the area if the proposal to build the multi-unit residential units is not rejected. Multi-unit residential buildings (in the form of three apartment complexes with up to five floors) are inconsistent with the neighborhoods currently in the area. Port Williams properties are largely single-family, detached homes and a large-scale development such as this will be detrimental to the value of the homes. Furthermore, it is doubtful that the Village of Port Williams has the water and sewer infrastructure necessary to support a development of this magnitude. The added noise levels due to construction and from increased traffic in the adjacent property poses a direct risk to the safety, security, and day-to-day enjoyment of our properties.

We urge you to reject the application for development at 1207 Belcher Street. From recent meetings and discussions with fellow residents in the area, we know our opinions are shared by many who have not been notified, have been unable attend meetings or unable to provide feedback. We are concerned that due to the ongoing pandemic and limited opportunity for community members to speak in person, this proposal has gone largely unvetted by the public. The proposed development has the potential to affect and negatively impact all residents of Port Williams. As 20-year residents of a property bordering the proposed development, we are disappointed that we were not formally consulted to this point in the process.

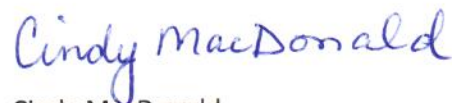
We are available to discuss our position should you require additional information.

Thank you for your continued service and support of our communities.

Sincerely,



Lindsay MacDonald



Cindy MacDonald

THIS DEVELOPMENT AGREEMENT BETWEEN:

**3019538 NOVA SCOTIA LIMITED** with head office in Port Williams, Nova Scotia,

And

**Bradford and Constance Hopgood** of Port Williams, Nova Scotia,

hereinafter called the "Property Owner",

of the First Part

and

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

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Numbers 55030092, 55523153, 55037915, 55534978; and

WHEREAS the Property Owner wishes to use the Property for a Comprehensive Neighbourhood Development and neighbourhood commercial use; and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Comprehensive Neighbourhood Development (R5) and Residential Mixed Density (R3) on the Zoning Map of the Land Use By-law with a portion of the Property being subject to an Environmentally Sensitive Area Overlay; and

WHEREAS policies 3.1.13 and 3.1.14 of the Municipal Planning Strategy and section 4.7.4(a) of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

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

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

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A            Property Description

Schedule B            Site Plan

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

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

### **1.3 Definitions**

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Agricultural buffer* means an area of land having a width no less than 100 feet parallel to the zone boundary between the Agricultural (A1) Zone and the Property. No development is permitted within this area unless otherwise specified in this Agreement.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

That the Parties agree that the Property is permitted to be developed with the following:

- (a) A total of 210 residential units contained within any combination of dwellings that may consist of one unit dwellings, two unit dwellings, townhouse dwellings and multi-unit dwellings to a maximum of seventy (70) units per dwelling;
  - i. In addition to the existing one unit dwelling on PID 55030092, a minimum of two different dwelling types listed in (a) above shall be provided;
  - ii. The overall residential density shall be a minimum of ten (10) units per acre;
  - iii. Any number of dwellings may be developed on the same lot;
  - iv. Multi-unit dwellings shall be subject to subsection (c) below. All other dwelling types shall be subject to the requirements of the Residential Multi-unit (R4) Zone;

- (b) A commercial use located within the area identified as '1 storey commercial' on Schedule B – Site Plan. This use shall be subject to the permitted uses and requirements contained within the Mixed Commercial Residential (C3) Zone;
- (c) Multi-unit dwellings shall also be subject to the following:
  - i. Below grade parking structures are permitted to extend beyond the building footprint and into the agricultural buffer, provided they are set back a minimum of 30 feet from any lot line;
  - ii. The maximum height shall be 60 feet or 5 storeys, whichever is greater;
  - iii. A parking rate of 1.5 spaces per residential unit is required and may be provided below or at grade, parking is not required to be located on the same lot as long as the use provided easements are in place;
  - iv. Each residential unit shall include a private balcony, or patio area for residential units at grade, having an area no less than 40 square feet;
  - v. The Property Owner is required to provide 100 square feet of amenity area per residential unit which may include common outdoor spaces, private outdoor spaces and/or indoor common spaces;
  - vi. Indoor common spaces may be combined and located in one or more multi-unit buildings and/ or provided in one or more accessory buildings subject to the requirements of this Agreement;
- (d) Uses and buildings accessory to the uses listed above and subject to the following:
  - i. Accessory buildings and uses shall not be located within the required agricultural buffer located along the western property line of the Property and shall be located a minimum of 10 feet from any other lot line;
  - ii. Notwithstanding (i) above, an on-site trail may be located within the required agricultural buffer; and
  - iii. Accessory building height shall not exceed 20 feet;

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

## **2.2 Site Plan**

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

## **2.3 Appearance of Property**

- (a) 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.
- (b) The Property Owner shall provide a walkway having a minimum width of five (5) feet along all traffic aisles leading to parking areas. Walkways shall be constructed out of asphalt, concrete, paving stones or other hardscaping materials that provide a smooth surface. Gravel walkways shall not be permitted along driveways. Walkways are not



required along traffic aisles within parking areas.

- (c) Walkways provided as part of the on-site trail system shall not be subject to the requirements of (b) above.
- (d) Areas labelled 'Existing Tree Buffer' are not intended to be removed. These areas are not intended for development and shall be permitted to grow naturally. Nothing in this Agreement shall prevent the removal of diseased and damaged trees.
- (e) 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.

#### **2.4 Subdivision**

Subdivision of the property shall be subject to the following:

- (a) Subdivision may occur in accordance with the requirements of the Residential Medium Density (R4) Zone;
- (b) Notwithstanding the requirements and exemptions under the Subdivision By-law for Open Space, a ten percent contribution consisting of either land, money or a combination thereof shall be submitted at the time of approval of subdivision for the portion(s) of the properties being subdivided;
- (c) The Property Owner shall ensure all necessary easements for the provision of access, public utilities and shared private services are provided at the time of approval of any plan of subdivision; and
- (d) Any subdivision that would result in the creation of any new public road shall require a substantive amendment to this Agreement.

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

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

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

#### **2.6 Lighting**

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

#### **2.7 Drainage**

- (a) A drainage plan incorporating low impact stormwater management initiatives satisfactory to the Municipal Engineer, shall be required at the time of permitting.
- (b) Engineering record drawings shall be submitted to the Municipal Engineer within ten (10) days of completion of any work related to the implementation of a drainage plan.

## **2.8 Servicing**

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

## **PART 3 CHANGES AND DISCHARGE**

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

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

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement; and
- (b) subdivision that would result in the creation of a new public road;

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

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

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

**3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing provided the following conditions are met:

- (a) any easements necessary to maintain existing vehicular public road access based on the as-developed condition at the time of discharge are registered on any affected parcels;
- (b) easements or agreements are in place to the satisfaction of the Development Officer addressing shared amenities including, but not limited to, parking, use of amenity areas and trails if the requirements of this Agreement are not met on individual properties to which this Agreement applies;

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

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

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

#### **PART 4 IMPLEMENTATION**

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

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

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

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

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

- (a) The Property Owner shall sign this Agreement within 30 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia 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 Development Officer, at their sole discretion, may grant an extension for a period of time that they deem appropriate.

#### **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 the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

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

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

**5.7 Assignment of Agreement**

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

**5.8 Costs**

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

**5.9 Full Agreement**

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

**5.10 Severability of Provisions**

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

**5.11 Interpretation**

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

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

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

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

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

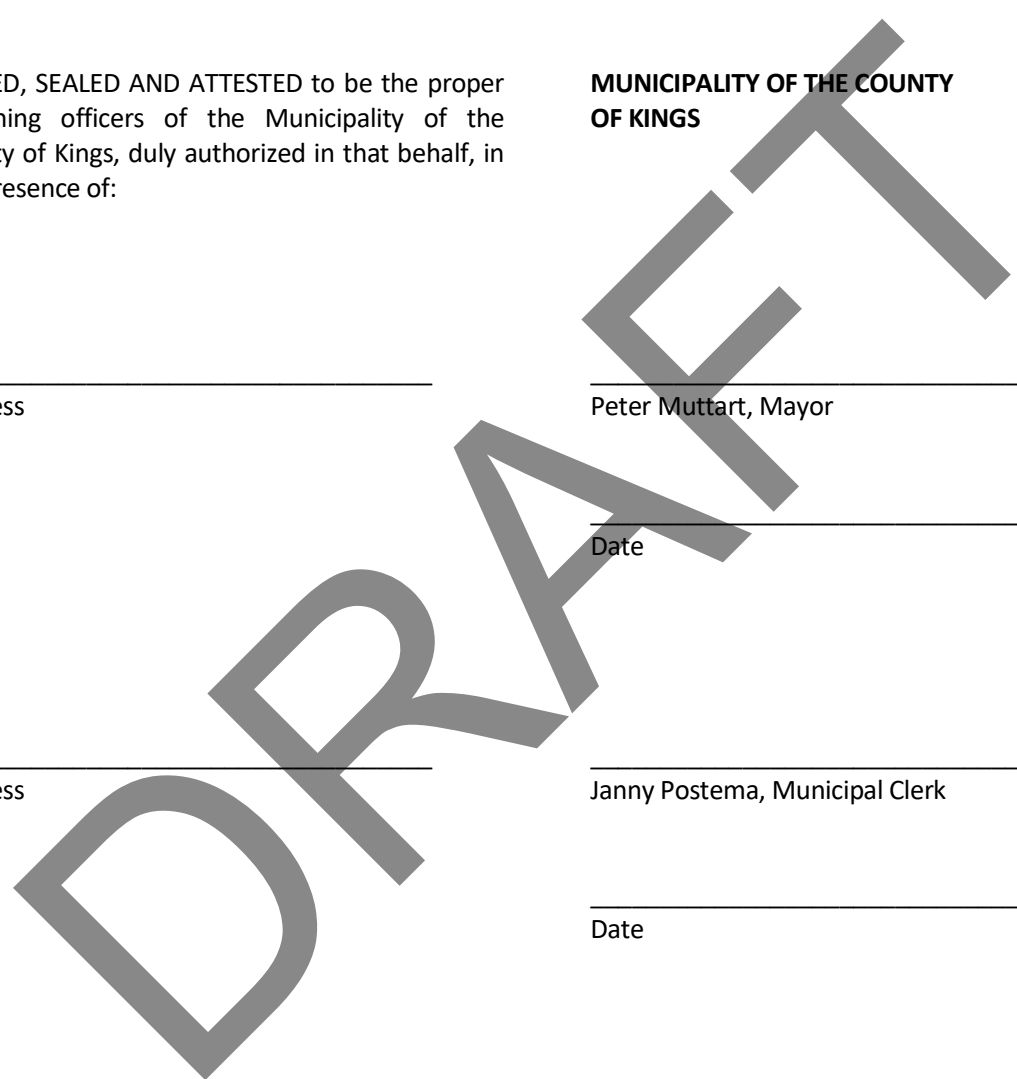
\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

\_\_\_\_\_  
Date



SIGNED, SEALED AND DELIVERED  
In the presence of:

**Bradford and Constance Hopgood**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bradford Hopgood

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Constance Hopgood

\_\_\_\_\_  
Date

**3019538 Nova Scotia Limited**

\_\_\_\_\_  
Constance Hopgood, President

\_\_\_\_\_  
Date

DRAFT

## Schedule A – Property Description

*(Accessed from Property Online, April 2023)*

PID 55030092

All that certain lot and parcel of land situate on the South side of Belcher Street near Port Williams on the County of Kings and bounded and described as follows:

Commencing at a post marking the point of intersection of the Southern boundary of said Belcher Street with the Western boundary of a right of way;

Thence Southerly along the Western boundary of said right of way for a distance of Two Hundred and Twenty Three (223) feet more or less to a post;

Thence Northwesterly for a distance of Three Hundred and Sixty Four (364) feet more or less to a post;

Thence Northwesterly for a distance of One Hundred (100) feet more or less to a post set in the Southern boundary of Blecher Street:

Thence Easterly along the various courses of the said Belcher Street for a distance of Three Hundred and Sixty Four (364) feet more or less to the place of beginning.

Being and intended to be the lands conveyed to Allison McDow by Arthur Jess, Jessie Jess, Allan Jess and Mary Jess by Deed dated the 17th day of April 1954 and recorded at the Registry of Deeds Office, Kentville, in Book 183, Page 643.

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

Not Subject To:

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

PID 55523153

All the property located on the south side of Belcher Street in Port Williams more particularly bounded and described as follows:

Beginning at a point marking the intersection of the south limit of Belcher Street and the northeast corner of lands of Allison McDow;

Thence Easterly along the various courses of the south limit of Belcher Street to the northwest corner of lands of Beverly Fluck;

Thence Southerly along the said Flucks west boundary a distance of 223 feet to a point;

Thence in a Westerly direction to a stake marking the southeast corner of said McDows lands;

Thence Northerly along the east boundary of said McDow lands a distance of 223 feet to the place of beginning;



Being and Intended to be a portion of that land described as lot no 14 in a Deed conveyed to Perry L. Millett and Sons Company Limited by Hazel C Millett dated October 5, 1962 and recorded in the Kings County Registry Office in Book 210 at Page 621;

Also being and intended to be a small strip of land approximately 30 feet in width abutting the east boundary of said McDow land and being all the land owned by Perry Millett and Sons Company Limited between the lands of Beverly Fluck and Allison McDow.

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

Not Subject To:

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

PID 55037915

ALL and singular the land and premises situate at Port Williams, in the County of Kings and bounded as follows:

BEGINNING at a stake on Belcher Street seven and thirty three one hundredths chains westerly from the north west corner of the school house lot (so called);

THENCE south two degrees east to dyke land of W. Rand;

THENCE westerly by dyke land of W. Rand eight and ninety-one hundredths chains to land belonging nor or formerly to the estate of the late James Borden;

THENCE north three and one quarter degrees east by said land seven and thirty one hundredths chains to a cedar post on the south side of Belcher Street and in the line with the west side of a street running north from Belcher Street;

THENCE on the south side of Belcher Street easterly by the courses of said street to the place of beginning.

Being the first described lot in the Deed from Perry L. Millett and Sons Company to 3019538 Nova Scotia Limited recorded June 3, 1998 in Book 1147 Page 781 as Document 3190.

SAVING AND EXCEPTING THEREOUT a portion of those lands conveyed in Book 183 Page 643 (PID 55037915).

SUBJECT TO a Nova Scotia Power Inc. Easement recorded in Book 180 Page 137.

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

Not Subject To:

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

PID 55534978

THAT certain lot of land and premises situate, lying and being at Port Williams and bounded and described as follows:

BEGINNING at a post on the south side of Belcher Street being set in the north east corner of a certain lot of land conveyed by William Chase et al to George A. Chase;

THENCE running easterly by Belcher Street 2.63 chains;

THENCE running southerly by lands of Fred M. Vaughan to dyke lands of Newton Newcombe;

THENCE westerly by dyke lands of Newton Newcombe to lands of George A. Chase;

THENCE northerly by the east line of said lands of George A. Chase to the point of beginning.

CONTAINING 3.12 acres.

Being the 2nd described lot in the Deed from Perry L. Millett and Sons Company to 3019538 Nova Scotia Limited recorded June 3, 1998 in Book 1147 Page 781 as Document 3190.

SAVING AND EXCEPTING THEREOUT a portion of those lands conveyed in Book 183 Page 643 (PID 55037915).

ALSO SAVING AND EXCEPTING THEREOUT those lands described in Book 337 Page 155 (PID 55523153).

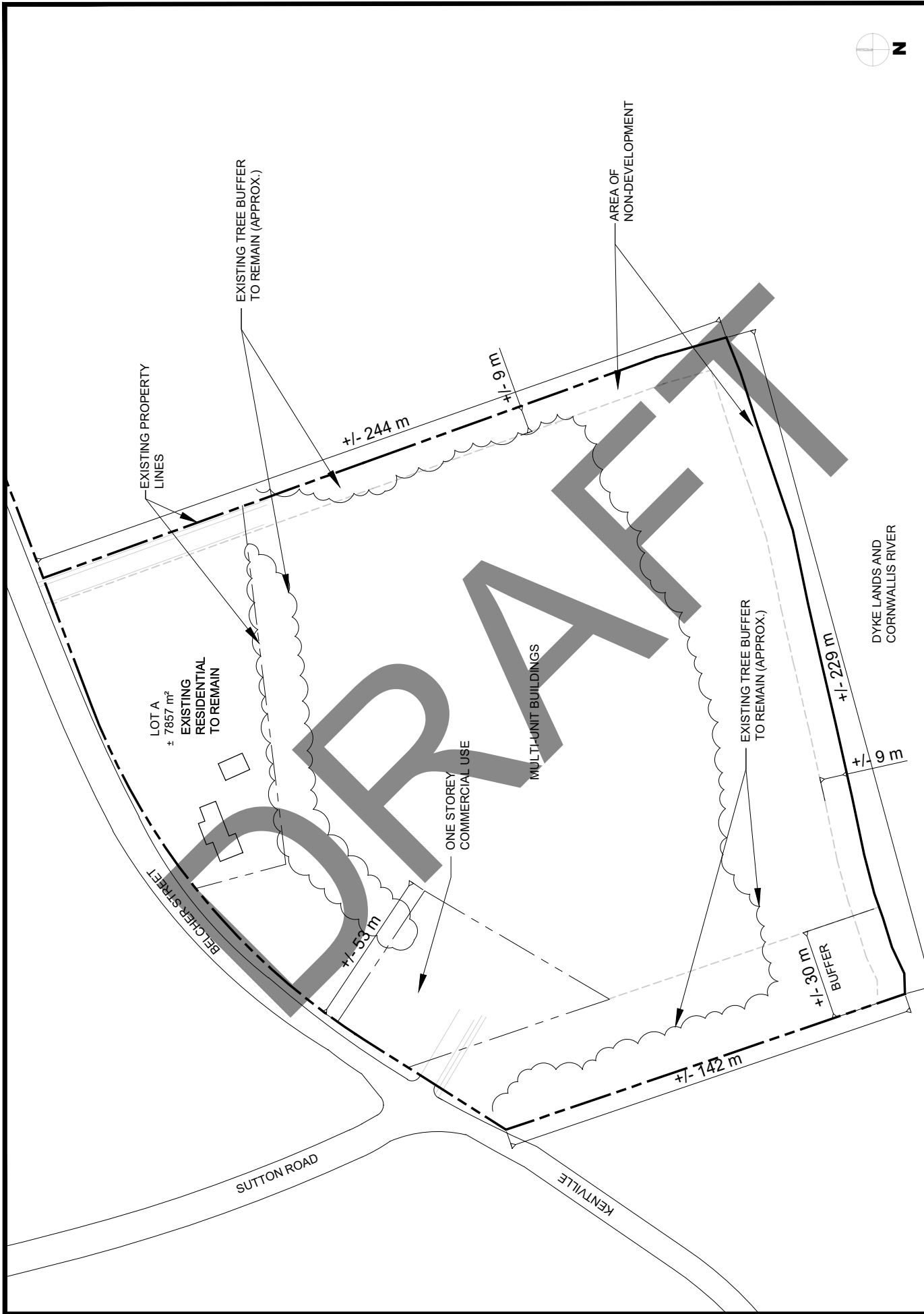
SUBJECT TO a Nova Scotia Power Inc. Easement recorded in Book 180 Page 137.

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

Not Subject To:

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

Schedule B - Site Plan



PORT RIDGE - PROPOSED SUBDIVISION PLAN

1207 BELCHER STREET  
PORT WILLIAMS  
NOVA SCOTIA

MNA Inc.  
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www.mnaarch.ca | Halifax NS B3K 1Y5

REVISED DRAWING  
2023.04.27