



## STAFF REPORT

### Planning and Development

**Subject:** Development Agreement Application for a Carpentry Shop at 1006 Argyle Sound Road, Argyle Sound, Yarmouth County, N.S.  
**To:** Municipality of Argyle CAO and Planning Advisory Committee for June 20<sup>th</sup>, 2024  
**Date Prepared:** June 18<sup>th</sup>, 2024  
**Related Motions:** None  
**Prepared by:** René Jeddry, Development Officer for The Municipality of the District of Argyle

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### Summary

The Municipality has received an application for a development agreement (DA) to permit a carpentry shop at 1006 Argyle Sound Road, Argyle (PID 90062019). The subject property is within the Coastal Community (CC) and a portion of the lot on the western part is a split zone Mixed Use (MU) & Coastal Wetlands (CW). The portion of land which the applicant applied to develop for the Carpentry Shop is in the CC zone which permits the proposed use by development agreement. The purpose of this report is to consider entering into a development agreement to permit a carpentry shop uses on the subject property.

### Financial Impact Statement

There is no immediate financial impact aside from the typical public engagement process and staffing requirements resulting from the application.

### Recommendation

That council approve second reading of the proposed Development Agreement, to permit a Carpentry Shop at 1006 Argyle Sound Road, Argyle Sound PID 90062019

### Background

The subject property is a single-family dwelling on Argyle Sound Road. The property owners have applied for a development agreement for a carpentry shop on the subject property.

The property is a split zoned Coastal Community (CC), Mixed Use (MU) & Coastal Wetlands (CW) in the Land Use Bylaw (LUB) and designated as Coastal Community in the Municipal Planning Strategy (MPS). The CC Zone allows a variety of light industrial uses by development agreement including the proposed carpentry shop.

### Site Context

The subject property is a 10-acre parcel located off Argyle Sound Road in Argyle Sound. The property outline is shown in yellow on Figure 1. The property is developed with one single-family dwelling with one storage shed and one sea container. There is one driveway accesses which provide site access to the site from Argyle Sound Road.





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Surrounding land uses include low density residential to the north and south, and a mix of low-density residential and undeveloped lands behind the existing homes to the east and west.

#### Proposed Development

The applicants are currently occupying the single-family dwelling. The development agreement will bring the existing Sea-container to be converted into a Carpentry shop to build furniture and other items into compliance and allow a carpentry shop on the property.

#### Policy Review

The Protection Services Department has reviewed the application based on the applicable policies contained in the MPS and feels the proposal is generally consistent with the intent of the Municipal Planning Strategy.

The subject property is designated as a split zone Coastal Community, Mixed Use and Coastal Wetlands. This designation is applied to lands within about 3 km of the coastline which have traditionally been residential with scattered commercial, industrial and institutional uses. The intent of this designation is to continue to accommodate a wide variety of uses while minimizing potential land use conflicts.

MPS Policy 3.3.7 lists the uses that Council may consider by development agreement in the Coastal Community zone provided Council considers the criteria outlined in MPS Policy 13.14. The uses listed in 3.3.7 include carpentry shops. MPS Policy 13.14 contains criteria related to the proposal's impact on roads, municipal services and finances, the environment, schools and recreational facilities, and the surrounding neighborhood. A review of MPS Policy 13.14 is provided as **Attachment B**.

The proposal will convert the on-site Sea container to a Carpentry Shop for light industrial use. Certain industrial uses are incompatible with residential uses due to noise, odor, dust, building size or appearance, and traffic impacts however the proposed development is unlikely to result in any land use conflicts. The carpentry shop uses will be contained within the existing Sea container, which are located more than 100 ft (30 m) from the closest residential dwelling. Any future expansion must also occur within an enclosed building and meet the location and screening requirements of the Land Use Bylaw. The development will be accessed using the existing road network. It may result in new vehicular traffic on Argyle Sound Road. However, due to the nature and scale of the proposed development, it is unlikely to result in any traffic issues. The property is not connected to municipal services and as a small-scale industrial development, will have minimal impact on schools or recreation services.

Based on the above, it is the staff's opinion that the proposal meets the general criteria and will not result in any significant adverse impacts.

#### Land Use Bylaw Requirements

Part 11 of the LUB permits carpentry shop use by Development Agreement. The proposed DA allows carpentry shop uses in addition to the uses permitted in the underlying Coastal Community zone. At time of development permit, the applicant will be required to meet all other applicable provisions of the LUB such as parking and loading.



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#### Public Participation

In accordance with the *Municipal Government Act*, there will be further opportunity for the public to get involved through a public hearing. The public hearing will be advertised in the *Vanguard* and on the Municipality's website, and staff will send a notification letter to surrounding property owners. The ads and notices will contain information on the nature of the application, upcoming public hearings, how people can provide input, and where to find out further information.

#### Right to Appeal

Note that there is a right of appeal for Council's approval or refusal of a development agreement. Appeals go to the NS Utility and Review Board for review. If the Council approves the development agreement, the agreement cannot be registered until after the appeal period closes or the appeal is resolved.

#### Conclusion

The application to allow carpentry shop uses is generally consistent with the Municipality's land use policies and regulations in the Municipal Planning Strategy and Land Use Bylaw and it is recommended that Council enter into a development agreement with the property owner for the proposed uses. As currently drafted, the development agreement carpentry uses in addition to the uses permitted in the underlying Coastal Communities zone. While the applicant has no current plans to expand the proposed light industrial uses beyond the existing buildings, the development agreement allows expansion provided it meets the requirements of the Land Use Bylaw such as setbacks, parking, screening, and limitations on outdoor uses.

#### Alternatives

In response to the proposed development agreement, the Planning Advisory Committee may:

- A) Recommend that Council approve the proposed development agreement as currently drafted (see recommendation above);
- B) Provide an alternative direction such as requesting further information on a specific topic or approval subject to modifications;
- C) Recommend that Council refuse the proposed development agreement, and in doing so, provide reasons the proposed development does not reasonably carry out the intent of the MPS.

#### Attachments

**Attachment A – Proposed Development Agreement**

**Attachment B – Policy Evaluation Table**



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## DEVELOPMENT AGREEMENT

TO PERMIT A CARPENTRY SHOP AT 1006 ARGYLE SOUND  
ROAD, PID No. 90062019

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF JULY 25, 2024

BETWEEN:

**Meadow Cern & Allister Cucksey**, of Argyle Sound, Province of Nova Scotia  
(hereinafter called the “Developers”)

OF THE FIRST PART

- and -

**THE MUNICIPALITY OF THE DISTRICT OF ARGYLE**, a body corporate  
(hereinafter called the “Municipality”)

OF THE SECOND PART

**WHEREAS** the Developers have good title to lands situated at 1006 Argyle Sound Rd, Lower Argyle, Nova Scotia and identified as PID 90062019 (hereinafter called the “Property”), more particularly described in Schedule “A” of this Agreement;

**AND WHEREAS** the Developer has agreed to enter into this Agreement with the Municipality pursuant to the Municipal Government Act and Policies 3.3.7 and 13.14 of the Municipality of the District of Argyle’s Municipal Planning Strategy to permit the Property to be used for a carpentry shop (hereinafter called the “Development”);

**AND WHEREAS** the Municipality, by a resolution of Council passed on the 25<sup>th</sup> day of XXX, 2024 approved entering into a Development Agreement to permit the Development.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the granting by the Municipality of the Development Agreement requested by the Developers, the Developers and the Municipality agree as follows:

## **PART 1: DEFINITIONS**

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under PART 26 of the Municipality of the District of Argyle's Land Use By-law, as may be amended from time to time.

## **PART 2: GENERAL REQUIREMENTS**

- 2.1 Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the requirements of the Municipality of the District of Argyle's Land Use By-law, as amended.
- 2.2 Subject to the provisions of this Agreement, the Developers shall be bound by all bylaws and regulations of the Municipality as well as by any applicable provincial and federal statutes and regulations.
- 2.3 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any provincial or federal regulations, bylaws or codes, the more stringent requirements shall apply.
- 2.4 The Developers shall assume full responsibility for meeting all obligations and financial liabilities required to meet all federal, provincial, or municipal regulations, bylaws or codes in force at the present time, or any time in the future.
- 2.5 The Developers shall ensure that any structure permitted by this Agreement meets the requirements of the National Fire Code and the National Building Code at the time of construction.
- 2.6 The Schedules to this Agreement form part of this Agreement and are binding upon the Developers. Where a provision of a Schedule conflicts with the body of this Agreement, the body of this Agreement shall prevail.

## **PART 3: DEVELOPMENT OF THE PROPERTY**

### **3.1 Subdivision of Land**

- 3.1.1 Except as otherwise provided for herein, subdivision of the Property shall meet the requirements of the Provincial Subdivision Regulations and the Municipality of the District of Argyle's Land Use By-law, as may be amended from time to time.

### **3.2 Land Use**

- 3.2.1 Only the following uses shall be permitted on the Property:
  - a) all uses permitted in the underlying zoning as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time, in addition to any other uses permitted by this Agreement;
  - b) carpentry shop; and
  - c) signage, parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time.
- 3.2.2 Permitted principal uses shall be fully contained within an enclosed building.
- 3.2.3 The Development shall not generate emissions such as noise, dust, radiation, odors, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard or create a nuisance to the adjacent properties.

### **3.3 Building and Site Requirements**

- 3.3.1 On-site Services

Installation of an on-site septic system is subject to the approval of the Nova Scotia Department of Environment and Climate Change. On-site servicing including any wells and septic systems must be installed and maintained in a manner that complies with Provincial regulations.

### 3.3.2 Traffic and Vehicle Access

Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.

### 3.3.3 Parking and Loading Areas

The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.

### 3.3.4 Outdoor Lighting

- a) All outdoor lighting shall be installed to reflect light away from adjacent properties.
- b) Outdoor lighting fixtures shall be full cut-off fixtures, not emitting any light above the horizontal plane drawn through the bottom of the light fixture.
- c) Outside illumination fixtures shall use a maximum color temperature of 2700 kelvin.
- d) Outdoor illumination fixtures shall have an automated timer and/or motion sensor to prevent the unnecessary transmission of light during the night-time when a premises is not in use. The total installed initial luminaire lumens of all outdoor lighting shall not exceed 250,000 Lumens.

## 3.4 Operation and Maintenance of Property

The Property owners shall ensure that:

- a) all structures are maintained in good repair and in a tidy and usable state;
- b) all lawns, trees, shrubs, parking areas, lighting systems, and other landscaping elements are maintained in a tidy, attractive and usable state free of unkempt matter of any kind;
- c) any refuse, composting, or recycling container must be screened from public view and not situated within 6 m of any property abutting the development.
- d) the Property shall be kept free from litter and debris, and litter (and recycling if provided) receptacles shall be provided in appropriate and easily accessible locations and serviced, maintained, and emptied as required.

## 3.5 Development Permit

3.5.1 The Development Officer, at their discretion, may revoke a development permit pursuant to this agreement if:

- a) the development is not in accordance with:
  - i. the Land Use By-law where not varied by this Agreement,
  - ii. this Agreement, or
  - iii. the plans associated with the approved development permit.
- b) the permit was issued based on incorrect information provided by the applicant when applying for a development permit; or
- c) the permit was issued in error; or
- d) continued complaints and matters of non-compliance arise related to the operation of the use.



- 3.5.2 The development described in this Agreement shall not be approved until the Development Officer has issued a development permit, building permit and/or occupancy permit as required. In addition, the Development Officer shall not issue a development permit until:
- a) Nova Scotia Department of Public Works has granted positive recommendation on all transportation issues within their responsibility and has given their approval, if any is required.
  - b) Payment for all required permit fees, registration of the document at the Registry of Deeds, and costs associated with advertising and processing the application have been received by the Municipality.

#### **PART 4: VARIANCE**

- 4.1 The Development Officer may grant a variance in the terms of this Agreement in accordance with Section 235 of the Municipal Government Act.

#### **PART 5: AMENDMENTS**

- 5.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 5.2 The following shall be considered not substantive matters:
- a) the addition, removal or relocation of accessory buildings or structures.
  - b) an extension to the time limits identified in Part 7 of this Agreement by a period to be decided by Council;
  - c) matters dealing with signage;
  - d) matters dealing with parking;
  - e) matters dealing with landscaping; and
  - f) changes to the permitted use of the property that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Public Works and Nova Scotia Environment.
- 5.3 Items listed in 5.2 of this Agreement as not substantive matters may be amended without Council holding a public hearing.
- 5.4 Substantial matters shall relate to any matter not identified in 5.2 of this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

#### **PART 6: IMPLEMENTATION**

- 6.1 Upon breach by the Developers of any of the terms or conditions of this Agreement, the Municipality may, after thirty (30) days notice in writing to the Developers of the breach, enter the Property and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry, or the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge on the Property.
- 6.2 This Agreement shall be binding upon the Developers' assigns, mortgagees, lessees, successors and occupiers of the Property.
- 6.3 The Developers hereby certify that they are the sole owners of the Property.
- 6.4 The Developers further certify that they have not disposed of any interest in the Property and there are no judgements, mortgages or other liens or encumbrances affecting the

Property in addition to those described in this Agreement.

- 6.5 This agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia, and shall form a charge or encumbrance upon the property as described in Schedule "A" attached hereto.
- 6.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 6.7 The Developer shall at all times indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to anything done or omitted by the Developer or his servants or his agents or his employees in the fulfillment of any of his obligations under this Agreement.
- 6.8 Upon completion of the Development, or after three (3) years from the date of approval of this Agreement, whichever time period is less, Council may review this agreement, in whole or in part, and may:
  - a) retain the Agreement in its present form; or
  - b) discharge the Agreement on the condition that for those portions of the development that are deemed complete by the Council, the Developer's rights hereunder are preserved, and Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law.

## **PART 7: TIMING**

- 7.1 The Developers shall enter into this Agreement within 90 days of the Municipality of the District of Argyle's approval of this Agreement.
- 7.2 The Developer shall apply for a development permit for the Development within one year of the parties entering into this Agreement.
- 7.3 If the Developers fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use By-law.
- 7.4 The Municipality may consider an extension to any of the time limits specified in this part and may, by Resolution of Council, extend any of the time limits specified in this part.

## **SCHEDULES**

- A Legal description of property

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

	)	<u>DEVELOPER</u>
	)	
	)	
	)	
	)	
_____	)	_____
Witness	)	Meadow Cern & Allister Cocksey
	)	
	)	
	)	
	)	
	)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
	)	<u>ARGYLE</u>
	)	
	)	
	)	
_____	)	_____
Witness	)	Municipal Clerk

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

On this \_\_\_\_\_ day of JULY 2024, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the developer, one of the parties thereto, caused the same to be executed in their name in his/her presence.

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

On this \_\_\_\_\_ day of JULY 2024, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing agreement who having been by me duly sworn, made oath and said that the Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

## **SCHEDULE "A" – Property Legal Description**

### **PID 90062019**

This agreement applies to property identified by PID 90062019 and further described by Deed filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.

### **PARCEL DESCRIPTION**

ALL THAT certain piece or parcel of land situate, lying and being at Lower Argyle, in the County of Yarmouth, Province of Nova Scotia, being more particularly bounded and described as follows:

BOUNDED on the North by land formerly owned by Ephreim Pearce (deceased);

BOUNDED on the South by land formerly owned by Cyril dEon (deceased);

BOUNDED on the West by waters of Argyle Bay;

BOUNDED on the East by the Main Road.

The description of this parcel originates with a Deed dated May 30, 1975, registered in the registration district of Yarmouth County in Book JQ at Page 60 and the subdivision is validated by section 291 of Municipal Government Act.



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### Attachment C: Policy Evaluation

The proposal may be considered by Council through the following applicable policies of the Municipal Planning Strategy for Argyle (MPS):

Applicable Policies	Staff Comments
<p>To enter into development agreement pursuant to the <i>Municipal Government Act</i> on the terms and conditions set forth in this Municipal Planning Strategy and a development agreement shall:</p> <p><b>13.12.1</b> specify the development, expansion, alteration, or change in use permitted; and</p> <p><b>13.12.2</b> specify the conditions under which the development may occur; and</p> <p><b>13.12.3</b> set forth the terms by which Council may terminate the agreement.</p> <p><b>13.12.4</b> The provisions of the Land Use By-law shall prevail after discharge of any agreement.</p>	<p>The required provisions are contained in the draft development agreement.</p>
<p><b>13.14</b> To consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy, when considering amendments to the Land Use By-law, or proposals for development agreements:</p> <p><b>13.14.1</b></p> <p>That a development permit may be issued for any existing use on the lot for which the development agreement or amendment has been requested; and</p>	<p>The development agreement will allow a development permit to be issued for a Carpentry Shop.</p>
<p><b>13.14.2</b> That the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Municipal By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met;</p>	<p>The MPS contemplates this use within the Coastal Community designation. The existing buildings meet the yard/setback provisions for Industrial Uses in the underlying Coastal Community Zone. The proposed development is required to meet signage, parking, exterior lighting and any other applicable provisions of the Land Use Bylaw.</p>
<p><b>Policy 13.14.4:</b> That the proposal is not in conflict with Municipal or Provincial programs in effect in the Municipality; and that the proposal is not premature or inappropriate by reason of the:</p> <p><b>a)</b> Financial ability of the Municipality to absorb costs related to the development; or</p> <p><b>b)</b> Adequacy of sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or</p> <p><b>c)</b> Creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or</p> <p><b>d)</b> Adequacy of storm drainage and effects of alteration to drainage patterns, including the potential for creation of a flooding problem; or</p>	<p><b>a)</b> No financial impacts are expected to the Municipality from the proposed development.</p> <p><b>b)</b> Municipal staff and have reviewed the application and no on-site servicing or fire protection concerns have been raised.</p> <p><b>c)</b> No adverse effects to the nearby watercourse are expected from the proposed development.</p> <p><b>d)</b> No drainage impacts are anticipated.</p> <p><b>e)</b> The proposed development does not impact existing right-of-way or easements.</p> <p><b>f)</b> No impact on school, recreation or community facilities is anticipated.</p> <p><b>g)</b> No significant impacts are expected to the transportation network from the proposed development.</p>



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**e)** Suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; or

**f)** Adequacy and proximity of school, recreation and other community facilities; or

**g)** Adequacy of road networks in, nearby, and leading to the development, regarding congestion and traffic hazards; and

**h)** That the proposal provides adequate off-street parking to prevent congestion, nuisance and inconvenience in the area; and

**i)** The hours of operation are appropriate for the neighborhood; and

**j)** That the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding and shape, and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and

**k)** That the proposal will not significantly alter the character or stability of the surrounding neighborhood.

**h)** The parking needs are anticipated to be minimal, there appears to be adequate space for parking, and the development will need to comply with the Land Use Bylaw requirements at time of Development Permit.

**i)** The hours of operation are not regulated within the DA however, the Municipality has a noise bylaw and the DA has sufficient protections to remove the use if significant complaints are received.

**j)** The proposed development is within existing structures and the DA includes maintenance provisions.

**k)** The surrounding neighborhood is rural with a mix of residential and commercial uses. The proposed development makes use of previously vacant buildings which will be improved over time. The DA also contains standard maintenance provisions.