

Notice of Adoption - Bylaw 24-12 (Shaw) and Bylaw 24-13 (Burns)

Details

 Published: 20 September 2024

Second Reading and Adoption of the By-law to Amend the LUB 24-12, the Shaw Rural Housing Development Agreement and By-law to Amend the LUB 24-13 took place on Wednesday, September 18, 2024.

The purpose of the adopted items are:

By-law to Amend the Land Use By-law 24-12 and Shaw Rural Housing Development Agreement

- Rezone multiple PIDs bound by Elm St, Mechanic St, Crossin St, and Roberston Ave. from Lower Density Residential (RLow) to Multi-Unit Residential (RMul)
- Permit the development of a maximum of 107 residential units in Springhill.

By-law to Amend the Land Use By-law 24-13

- Rezone a portion of PID 25072455 and PID 25359803, Burns Drive, Upper Nappan from Highway Commercial (CHwy) to General Commercial (CGen) and add Medical Offices as a permitted use as-of-right in the General Commercial Zone.

Any aggrieved person, the Provincial Director of Planning, or the Council of any adjoining municipality may, within fourteen days of the publishing of this notice, appeal to the Nova Scotia Utility and Review Board (1-855-442-4448 / board@novascotia.ca) in accordance with the provision of the municipal government act.

Amanda Kinnear

Acting Clerk



TO: Mayor and Council
FROM: Glen Boone, Director of Development and Planning
DATE: September 11, 2024
SUBJECT: Second Reading of By-law to Amend the Land Use By-law 24-12 to rezone multiple PIDs, and development in Springhill

ORIGIN: On August 8, 2024, Planning staff received an application to rezone multiple PIDs (the “Subject Property”) in Springhill from Lower Density Residential (RLow) to Multi-Unit Residential (RMul), accompanied by an application for a development agreement.

PID	Current Use	Current Zone	Proposed Use	Proposed zone
Various	Vacant	Lower Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:

- (a) The proposed change is not prohibited by any other policy in this Plan*
- (b) the purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and*
- (c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.*

MPS Policy 6-11 Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approved a development agreement, the development agreement shall:

- (a) specify the development, expansion, alteration, or change permitted*
- (b) specify the condition under which the development may occur*
- (c) set terms by which Council may amend or terminate and discharge the agreement.*

****See Attachment D for a Full policy Review.**



CUMBERLAND COUNCIL

RFD

Date: August 21, 2024

RECOMMENDATION: That Council approve Second Reading of the By-law to Amend the Land Use By-law 24-12 to rezone the following parcels:

- **PID 25235953 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258815 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259205 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259300 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259243 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259292 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259318 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259235 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259284 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258831 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25423013 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259276 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258823 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259268 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25228412 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**

AND that Council approve Second Reading of the Springhill Housing Project Development Agreement.



CUMBERLAND COUNCIL

RFD

Date: August 21, 2024

BACKGROUND: Clayton Developments Limited, on behalf of Shaw Rural Housing Limited and Nova Scotia Housing and Municipal Affairs, has applied to rezone the subject properties, to enable to the development of a high-density, large-scale housing project, through development agreement. The subject property consists of 15 PIDs, listed in attachment F, totalling approximately 7.1 acres. The subject property, excluding PID 25228214 which is zoned Multi-unit Residential (RMul) Zone, is currently zoned Lower Density Residential (RLow). This zone does not permit a development to the scale the applicant is proposing, for this reason, the applicant has also applied for a Development Agreement in tandem with their rezoning application.

The subject property was acquired by the owners for the exclusive purpose of developing housing for Springhill. These lands are in an area that is municipally serviced and is able support the increase in density in the area which prohibits a development to the scale the applicant is proposing.

DISCUSSION: The applicant is looking to develop a maximum of 15 units per acre, equating to a total of 107 units for the entire project. Dwelling sizes will vary as the proponent is looking to develop a mix of single unit dwellings, duplexes, triplexes, and fourplexes. Dwelling unit sizes will also vary however the most common anticipated unit size will be 576 sqft. The proposed development also will be incorporating one tree per three dwelling units, totalling an anticipated planting of 35 new trees.

The proposed access to the property will initially be off Crossin Street. There will be a temporary access point off Mechanic for phase 1 and phase 2. During phase 1 and phase 2, there will be an established access point to the development, off Crossing Street, which will be maintained as an access point to the property for the entirety of the project and thereafter. In phase 3, the temporary access point off Mechanic Street will be replaced with the official Mechanic Street access point. The proponent has proposed to have gravel interior roads and pedestrian paths, paving small sections at the property exit and entrance points. This decision is a cost-saving measure the proponent is taking to preserve the affordability of the project, for the developer and the future residents. Pedestrian paths will provide connectivity to buildings, property parking areas and to Robertson Ave, Mechanic St, and Crossin St.

Springhill area is one of the many areas in Cumberland that has seen significant growth population. Most homes in Springhill are owner-occupied, single-family dwellings, which does not support and encourage migration within the community. The diversity in housing options that would be provided by this development supports “downsizers” within existing homeowners. Considering the proposed project’s close proximity to the Nova Scotia Community College, a future elementary school, and a walkable distance from the



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downtown core, this housing development project holds a lot of value in creating new housing stock and increasing the diversity of housing options. Having smaller more affordable rental units supports the nomadic lifestyle associated with students and rotational / Fly in Fly out (FIFO) workers. Considering the current need for housing within the county, staff feel the rezoning and proposed development project is appropriate.

FINANCIAL IMPLICATIONS: None specific to this matter.

ENVIRONMENTAL IMPLICATIONS: The proposed development will be subject to central services design to be approved by Municipal Public Work staff.

COMMUNITY ENGAGEMENT: A public hearing was held on the above matter on September 18, 2024. The public hearing was duly advertised two weeks prior to the scheduled date, through posting a notice on the Municipal website on September 4th, 2024, in accordance with section 204 of the Municipal Government Act. Further notification was provided to the public through an ad published in the Casket, one week prior to the public hearing date. A planning notice sign was placed on the property one week prior to the public hearing, informing passersby of a planning application for the lot and where to find the information on the application. One Planning Notice Sign was placed at the proposed entrance to the property on Crossin St and the second sign was placed at the proposed temporary access point on Mechanic St. No comments from the public have been received by staff up to the date of this report and no representatives of the public spoke at the public hearing.

ALTERNATIVES: Council can defer the issue to a later date, request further information or reject the proposed amendment based on conflict with a policy in the Municipal Planning Strategy.

ATTACHMENTS:

Attachment A: Parcel Zone and Use Chart

Attachment B: Aerial and Street Images

Attachment C: Boundary Application Map and Current Zoning Map

Attachment D: Policy Review

Attachment E: Development Agreement Changelog

Attachment F: Draft Development Agreement



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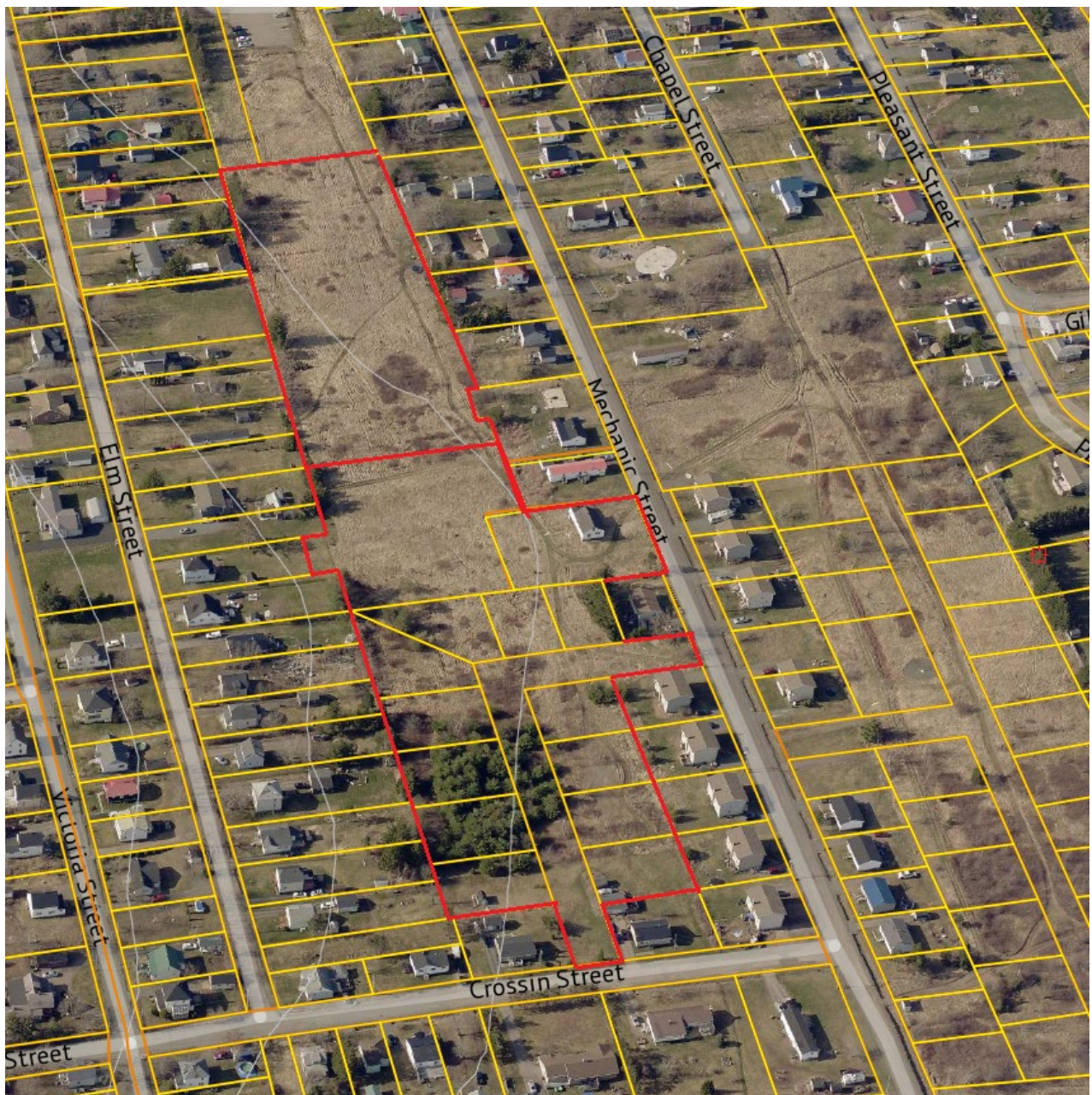
Date: August 21, 2024

Attachment A: Parcel Zone and Use Chart

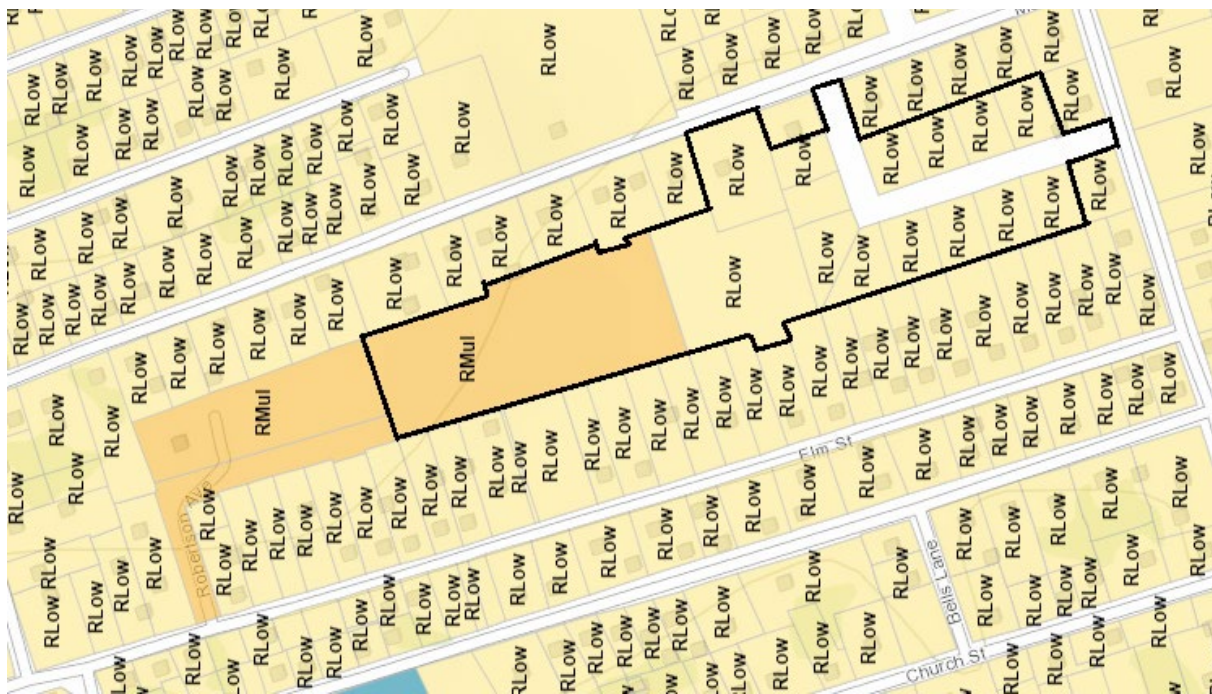
PID	Current Use	Current Zone	Proposed Use	Proposed zone
25235953	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25228412	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259250	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259268	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259284	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259276	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259292	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259300	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258815	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258823	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259318	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259235	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)

25259243	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
252542313	Vacant	Low Density Residential (RLow)	Commercial-scale Access Point.	Multi-Unit Residential (RMul)

Attachment B: Aerial Images



Attachment C: Zoning Map



Attachment D: Policy Review

MPS Policy 5-8: Council shall only consider developments with more than 16 dwelling units on a lot by development agreement in the Multi-unit Residential Zone, subject to the development agreement policies of Section 6.3.

Comment:



Since the proposed development is for approximately 107 units, they only zone a development of this scale would be permitted in is the RMul zone, clearly establishing that the proposed development aligns with the intended land use of the zone.

MPS Policy 6-11 Council Shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:

<i>Requirement</i>	<i>Comment</i>
<i>(a) Specify the development, expansion, alteration, or change permitted.</i>	Section 2 Permitted Uses and Section 3 Building Characteristics of the Development Agreement addresses this.
<i>(b) Specify the conditions under which the development may occur; and</i>	The Development Agreement as a whole, provides the conditions and requirements for development.
<i>(c) Set terms by which Council may amend or terminate and discharge the agreement.</i>	Section 23 Term and Terminability of the Development Agreement addresses this

MPS Policy 6-12 Council shall not approve or amend a development agreement unless council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-19.

Comment:

See Below policy analysis

MPS Policy 6-19: Council shall not amend the Land Use By-law or approve a development agreement unless Council is satisfied the proposal:

<i>Requirement</i>	<i>Comment</i>
<i>(a) is consistent with the intent of this Municipal Planning Strategy;</i>	The proposed change is consistent with the intent of the Municipal Planning Strategy



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<i>(b) does not conflict with any Municipal or Provincial programs, by-laws, or regulations in effect in the municipality;</i>	Does not conflict
<i>(c) is not premature or inappropriate due to:</i>	
<i>(i) the ability of the Municipality and/or Village (where applicable) to absorb public costs related to the proposal;</i>	No public costs expected related to this proposal
<i>(ii) impacts on existing drinking water supplies, both private and public;</i>	Water capacity is sufficient to service this development
<i>(iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;</i>	A Preliminary water model has shown that there is sufficient water capacity to service this development. This has been verified with Staff.
<i>(iv) the suitability of the site to accommodate on site water and sewage services</i>	Not Applicable
<i>(v) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to or leading to the proposal;</i>	The adjacent streets to the project have the capacity to handle 1000-3000 vehicles per day, based on TAC Standards. This exceeds the maximum anticipated units.
<i>(vi) the adequacy of fire protection services and equipment;</i>	Fire protection services and equipment adequate for proposal. Access points have turning radii appropriate to accommodate emergency vehicles.
<i>(vii) the adequacy and proximity of schools and other community facilities</i>	Adequately close to schools and community facilities to meet the needs of the community.
<i>(viii) the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;</i>	No identified problems related to the proposal



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<i>(ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;</i>	Development incorporates storm water management practices established to prevent any negative impacts of increase water runoff.
<i>(x) impacts on sensitive environments, as identified on Schedule B;</i>	No identified impacts
<i>(ixA) impacts on wildlife corridors;</i>	No identified impacts
<i>(x) impacts on known habitat for species at risk;</i>	No identified impacts
<i>(xA) risks presented by geohazards;</i>	No geohazard risks identified
<i>(xi) the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and</i>	Proposed site is suitable for the proposed development
<i>(xii) negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.</i>	No negative impacts towards the community identified

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:

<i>Requirement</i>	<i>Comment</i>
<i>(a) the proposed change is not prohibited by any other policy in this Plan;</i>	The proposed change is not prohibited by any policies within the MPS.
<i>(b) The purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and</i>	Proposed use of land not only aligns with the intention of the Multi-Unit Residential Zone but is only permitted within the RMul zone.
<i>(c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.</i>	The proposed use meets all the criteria set out in policy 6-19. (See below)



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Date: August 21, 2024

Attachment E: Development Agreement Changelog

~Insert~

Attachment F: Draft Development Agreement

~Insert~



TO: Mayor and Council
FROM: Glen Boone, Director of Development and Planning
DATE: August 14, 2024
SUBJECT: Public Hearing for By-law to Amend the Land Use By-law 24-12 to rezone multiple PIDs, and development in Springhill

ORIGIN: On August 8, 2024, Planning staff received an application to rezone multiple PIDs (the “Subject Property”) in Springhill from Lower Density Residential (RLow) to Multi-Unit Residential (RMul), accompanied by an application for a development agreement.

PID	Current Use	Current Zone	Proposed Use	Proposed zone
Various	Vacant	Lower Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:

- (a) The proposed change is not prohibited by any other policy in this Plan*
- (b) the purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and*
- (c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.*

MPS Policy 6-11 Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approved a development agreement, the development agreement shall:

- (a) specify the development, expansion, alteration, or change permitted*
- (b) specify the condition under which the development may occur*
- (c) set terms by which Council may amend or terminate and discharge the agreement.*

****See Attachment F for a Full policy Review.**



CUMBERLAND COUNCIL

RFD

Date: August 21, 2024

RECOMMENDATION: No motions to consider

BACKGROUND: Clayton Developments Limited, on behalf of Shaw Rural Housing Limited and Nova Scotia Housing and Municipal Affairs, has applied to rezone the subject properties, to enable to the development of a high-density, large-scale housing project, through development agreement. The subject property consists of 15 PIDs, listed in attachment F, totalling approximately 7.1 acres. The subject property, excluding PID 25228214 which is zoned Multi-unit Residential (RMul) Zone, is currently zoned Lower Density Residential (RLow). This zone does not permit a development to the scale the applicant is proposing, for this reason, the applicant has also applied for a Development Agreement in tandem with their rezoning application.

The subject property was acquired by the owners for the exclusive purpose of developing housing for Springhill. These lands are in an area that is municipally serviced and is able support the increase in density in the area which prohibits a development to the scale the applicant is proposing.

DISCUSSION: The applicant is looking to develop a maximum of 15 units per acre, equating to a total of 107 units for the entire project. Dwelling sizes will vary as the proponent is looking to develop a mix of single unit dwellings, duplexes, triplexes, and fourplexes. Dwelling unit sizes will also vary however the most common anticipated unit size will be 576 sqft. The proposed development also will be incorporating one tree per three dwelling units, totalling an anticipated planting of 35 new trees.

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Springhill area is one of the many areas in Cumberland that has seen significant growth population. Most homes in Springhill are owner-occupied, single-family dwellings, which does not support and encourage migration within the community. The diversity in housing options that would be provided by this development supports “downsizers” within existing



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homeowners. Considering the proposed project's close proximity to the Nova Scotia Community College, a future elementary school, and a walkable distance from the downtown core, this housing development project holds a lot of value in creating new housing stock and increasing the diversity of housing options. Having smaller more affordable rental units supports the nomadic lifestyle associated with students and rotational / Fly in Fly out (FIFO) workers. Considering the current need for housing within the county, staff feel the rezoning and proposed development project is appropriate.

FINANCIAL IMPLICATIONS: None specific to this matter.

ENVIRONMENTAL IMPLICATIONS: The proposed development will be subject to central services design to be approved by Municipal Public Work staff.

COMMUNITY ENGAGEMENT: This advertisement was duly advertised two weeks prior to the scheduled date, through posting a notice on the Municipal website on September 4th, 2024, in accordance with section 204 of the Municipal Government Act. Further notification was provided to the public through an ad published in the Casket, one week prior to the public hearing date.

ALTERNATIVES: Council can defer the issue to a later date, request further information or reject the proposed amendment based on conflict with a policy in the Municipal Planning Strategy.

ATTACHMENTS:

Attachment A: Parcel Zone and Use Chart

Attachment B: Aerial and Street Images

Attachment C: Boundary Application Map and Current Zoning Map

Attachment D: Policy Review

Attachment E: Draft Development Agreement



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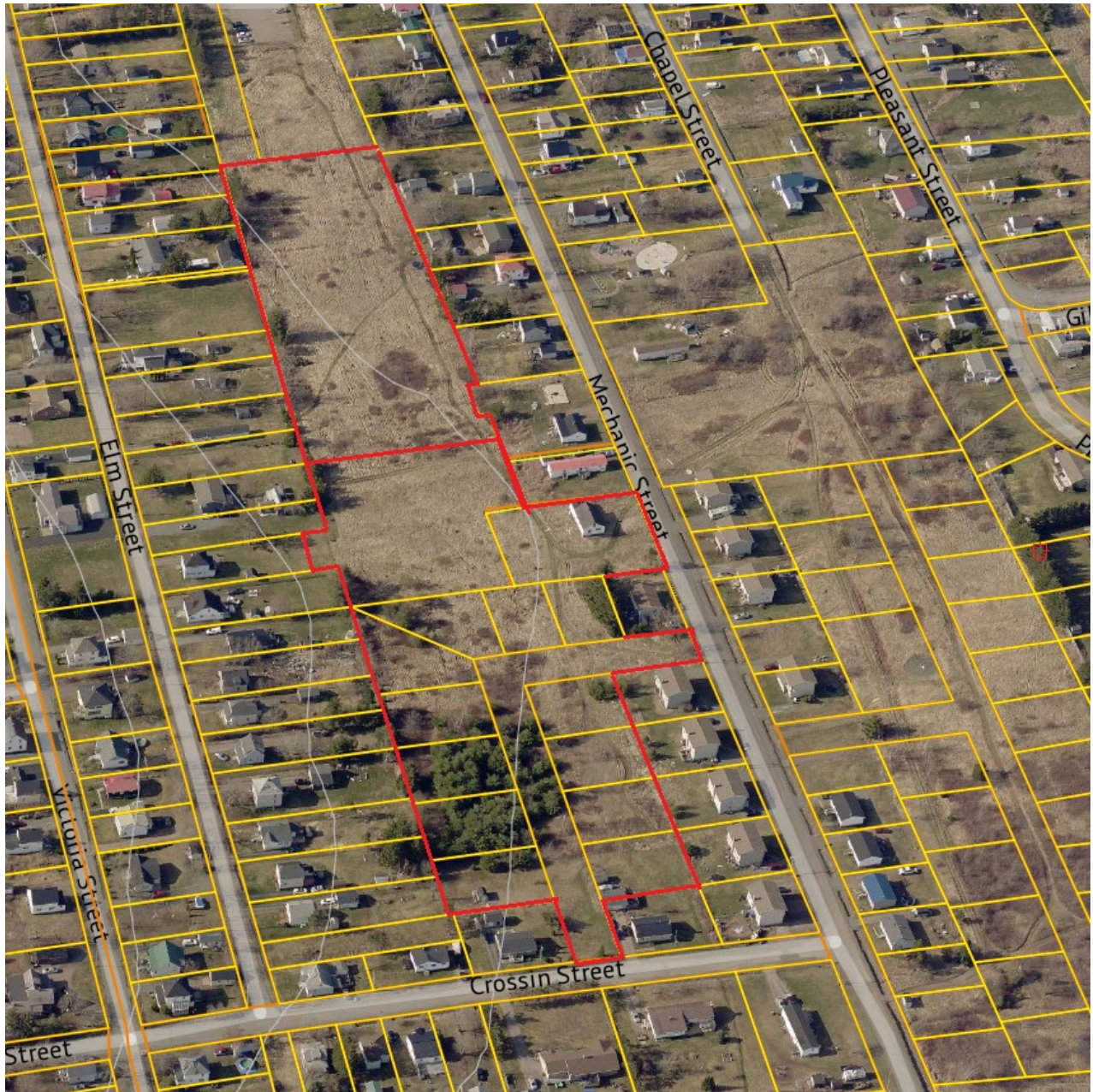
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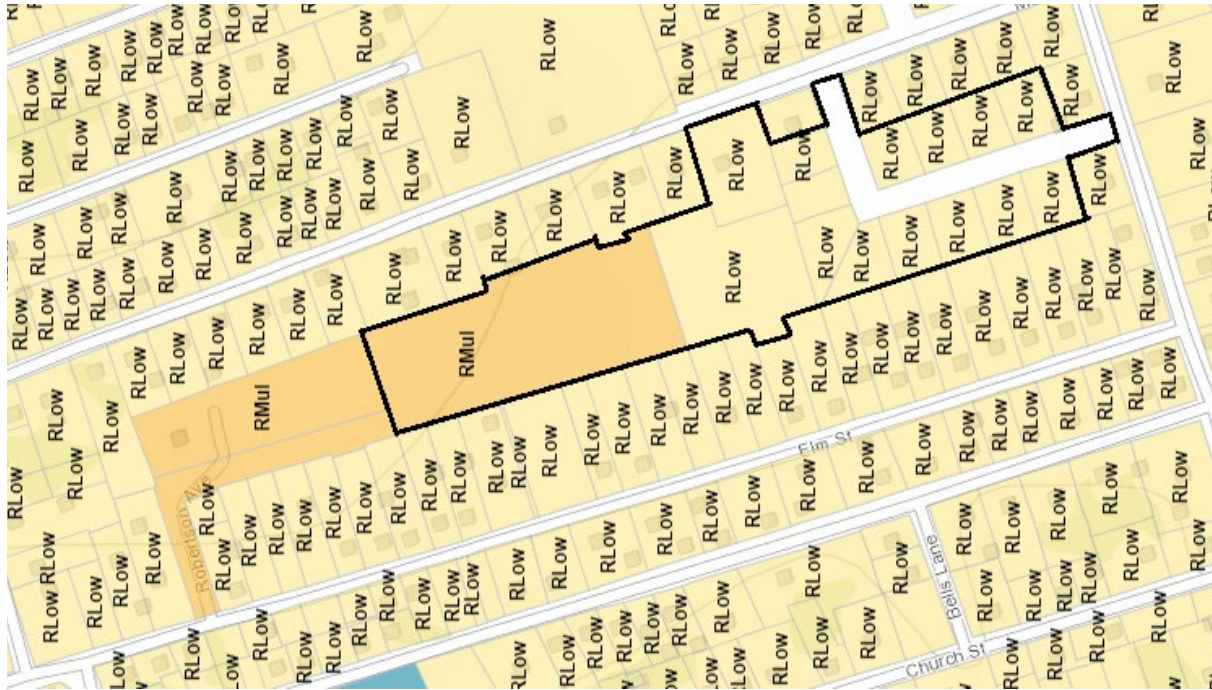
Attachment A: Parcel Zone and Use Chart

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25228412	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259250	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259268	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259284	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
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25259300	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258815	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258823	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259318	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259235	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259243	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
252542313	Vacant	Low Density Residential (RLow)	Commercial-scale Access Point.	Multi-Unit Residential (RMul)

Attachment B: Aerial Images



Attachment C: Zoning Map



Attachment D: Policy Review

<p>MPS Policy 5-8: Council shall only consider developments with more than 16 dwelling units on a lot by development agreement in the Multi-unit Residential Zone, subject to the development agreement policies of Section 6.3.</p>
<p>Comment: Since the proposed development is for approximately 107 units, they only zone a development of this scale would be permitted in is the RMul zone, clearly establishing that the proposed development aligns with the intended land use of the zone.</p>



MPS Policy 6-11 Council Shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) Specify the development, expansion, alteration, or change permitted.</i>	Section 2 Permitted Uses and Section 3 Building Characteristics of the Development Agreement addresses this.
<i>(b) Specify the conditions under which the development may occur; and</i>	The Development Agreement as a whole, provides the conditions and requirements for development.
<i>(c) Set terms by which Council may amend or terminate and discharge the agreement.</i>	Section 23 Term and Terminability of the Development Agreement addresses this

MPS Policy 6-12 Council shall not approve or amend a development agreement unless council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-19.
Comment:
See Below policy analysis

MPS Policy 6-19: Council shall not amend the Land Use By-law or approve a development agreement unless Council is satisfied the proposal:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) is consistent with the intent of this Municipal Planning Strategy;</i>	The proposed change is consistent with the intent of the Municipal Planning Strategy
<i>(b) does not conflict with any Municipal or Provincial programs, by-laws, or regulations in effect in the municipality;</i>	Does not conflict
<i>(c) is not premature or inappropriate due to:</i>	



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<i>(i) the ability of the Municipality and/or Village (where applicable) to absorb public costs related to the proposal;</i>	No public costs expected related to this proposal
<i>(ii) impacts on existing drinking water supplies, both private and public;</i>	Water capacity is sufficient to service this development
<i>(iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;</i>	A Preliminary water model has shown that there is sufficient water capacity to service this development. This has been verified with Staff.
<i>(iv) the suitability of the site to accommodate on site water and sewage services</i>	Not Applicable
<i>(v) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to or leading to the proposal;</i>	The adjacent streets to the project have the capacity to handle 1000-3000 vehicles per day, based on TAC Standards. This exceeds the maximum anticipated units.
<i>(vi) the adequacy of fire protection services and equipment;</i>	Fire protection services and equipment adequate for proposal. Access points have turning radii appropriate to accommodate emergency vehicles.
<i>(vii) the adequacy and proximity of schools and other community facilities</i>	Adequately close to schools and community facilities to meet the needs of the community.
<i>(viii) the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;</i>	No identified problems related to the proposal
<i>(ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;</i>	Development incorporates storm water management practices established to prevent any negative impacts of increase water runoff.



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<i>(x) impacts on sensitive environments, as identified on Schedule B;</i>	No identified impacts
<i>(ixA) impacts on wildlife corridors;</i>	No identified impacts
<i>(x) impacts on known habitat for species at risk;</i>	No identified impacts
<i>(xA) risks presented by geohazards;</i>	No geohazard risks identified
<i>(xi) the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and</i>	Proposed site is suitable for the proposed development
<i>(xii) negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.</i>	No negative impacts towards the community identified

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) the proposed change is not prohibited by any other policy in this Plan;</i>	The proposed change is not prohibited by any policies within the MPS.
<i>(b) The purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and</i>	Proposed use of land not only aligns with the intention of the Multi-Unit Residential Zone but is only permitted within the RMul zone.
<i>(c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.</i>	The proposed use meets all the criteria set out in policy 6-19. (See below)

Attachment E: Draft Development Agreement.

Attachment D: SHAW RURAL HOUSING DEVELOPMENT AGREEMENT – CHANGELOG

3. BUILDING CHARACTERISTICS	
The height and massing of each building shall, in the opinion of the Development Officer, be reasonably in accordance with the elevation drawings as shown in Schedule D.	Change provides a greater indication that the elevations plans included as Schedule D, are concept only and are subject to change to enable the creation of infrastructure.
Changed to	
The height and massing of each building shall, in the opinion of the Development Officer, be similar to the concept elevation drawings as shown in Schedule D.	

4. LANDSCAPING AND BUFFERING	
Such landscaping shall consist, at a minimum, of sod, but may also include decorative grasses, trees, shrubs, flowers, mulch, fountains, ponds, stone, and/or decorative pavers.	Changed to include the specific form of landscaping the proponent intends to use.
Changed to	
Such landscaping shall consist, at a minimum, of sod or hydroseeding , but may also include decorative grasses, trees, shrubs, flowers, mulch, fountains, ponds, stone, and/or decorative pavers.	

4. LANDSCAPING AND BUFFERING	
The Property Owners shall keep all undeveloped areas of the Properties landscaped to maintain a 6m vegetative buffer between the development and the existing homes on Mechanic Street, Elm Street, and Crossin Street.	This clause was added to enable the development of essential infrastructure to the project, including naturalized stormwater drainage swales, internal laneways, parking areas, and emergency/truck turnarounds.
Changed To	
Notwithstanding 6(d) and 6(e), setbacks and buffer distances may be reduced for the purpose of enabling the implementation	

<p>and/or operation of infrastructure servicing the development. This includes but is not limited to naturalized stormwater drainage swales, internal laneways, parking areas, and emergency/truck turnarounds.</p>	
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6. PARKING AND ACCESS	
<p>The Property Owners shall provide parking areas for dwelling units, in accordance with the requirements of the Land Use Bylaw.</p>	<p>This clause was changed to simplify the parking requirements, as the parking requirements differ between building sizes. For simplicity, the more stringent requirement was applied.</p>
Changed to	
<p>The Property Owners shall provide parking areas for dwellings, allocating one parking space per dwelling unit.</p>	

9. SANITARY SEWER SERVICES	
<p>The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to Municipal Sewage System, prior to the issuance of development permits.</p>	<p>This change provides greater indication that the property owners can apply for a development permit while finalizing the servicing agreement.</p>
Changed to	
<p>The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to Municipal Sewage System, prior to the issuance of occupancy permits.</p>	

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10. MUNICIPAL WATER SERVICES	
The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to Municipal Sewage System, prior to the issuance of a development permit.	This change provides greater indication that the property owners can apply for a development permit while finalizing the servicing agreement.
Changed to	
The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to Municipal Sewage System, prior to the issuance of occupancy permits.	

11. STORMWATER MANAGEMENT	
The Property Owners shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms to the satisfaction of the Municipal Engineer.	Allows the Municipal Engineer to determine adequacy of stormwater runoff based on current circumstances.
Changed to	
The Property Owners shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, or to the satisfaction of the Municipal Engineer.	

11. STORMWATER MANAGEMENT	
The Property Owners shall ensure that no stormwater is diverted to adjacent properties,	Stormwater runoff is being diverted to a municipally owned property. This change permits that.
Changed to	
The Property Owners shall ensure that no stormwater is diverted to adjacent properties, other than municipally owned properties.	

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12. CONSTRUCTION PHASING AND TIMING	
<p>Prior to obtaining building permits for phase 1 of construction, the Property Owners shall consolidate PID 25259235, 25259243, 25259250, 25259268, 25259273, 25259284, 25259292, 25259300, 25259318, 25258831, 14148823, 25258815, and 25423013, to the Municipal Planner.</p>	<p>This change allows the property owners to obtain their permits while waiting for their subdivision to be approved and registered.</p>
Changed to	
<p>Prior to obtaining building permits for phase 1 of construction, the Property Owners shall submit a Plan of Consolidation, consolidating PID 25259235, 25259243, 25259250, 25259268, 25259273, 25259284, 25259292, 25259300, 25259318, 25258831, 14148823, 25258815, and 25423013, to the Municipal Planner.</p>	

12. CONSTRUCTION PHASING AND TIMING	
<p>Prior to obtaining building permits for phase 1 of construction, the Property Owners shall consolidate PID 25259235, 25259243, 25259250, 25259268, 25259273, 25259284, 25259292, 25259300, 25259318, 25258831, 14148823, 25258815, and 25423013, to the Municipal Planner.</p>	<p>This change allows the property owners to obtain their permits while waiting for their subdivision to be approved and registered.</p>
Changed to	
<p>Prior to obtaining building permits for phase 1 of construction, the Property Owners shall submit a Plan of Consolidation, consolidating PID 25259235, 25259243, 25259250, 25259268, 25259273, 25259284, 25259292, 25259300, 25259318, 25258831, 14148823, 25258815, and 25423013, to the Municipal Planner.</p>	

12. CONSTRUCTION PHASING AND TIMING

Except as otherwise expressly set out herein, the Property Owners are responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal laws, bylaws, regulations and codes applicable to the Properties.

Allows the service agreement to address the cost.

Changed to

Except as otherwise expressly set out herein or **in the servicing agreement**, the Property Owners are responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal laws, bylaws, regulations and codes applicable to the Properties.

DEVELOPMENT AGREEMENT
Shaw Rural Housing project, Springhill, NS

This Agreement made this _____ Day of _____, 2024.

Between

Nova Scotia Department of Housing and Municipal Affairs, Owner of property located at ADDRESS XXX (PID 25423013, 2525930, 25259292, 25259284, 25259268, 25259250, 25259243, 25259235, 25259318, 25258831, 25258823, 25258815). (hereinafter called the "Property Owner")

Of the First part

-and-

Shaw Rural Housing Limited, Owner of property located at ##### ADDRESS (PID 25228412, 25235953, 25228214) . (hereinafter called the "Property Owner")

Of the Second part

-and-

The Municipality of the County of Cumberland, a body corporate (hereinafter called the "Municipality")

Of the Third part.

WHEREAS the Property Owner wishes to use the properties at ADDRESS XXX (PID 25423013, 2525930, 25259292, 25259284, 25259268, 25259250, 25259243, 25259235, 25259318, 25258831, 25258823, 25258815) and at ##### ADDRESS (PID 25228412, 25235953, 25228214) which is currently zoned Multi-unit Residential (RMul) ("the Properties"), further described in Schedules A, B and C, for grouped dwellings; and

WHEREAS the Properties are situated within an area designated 'Residential' on the Future Land Use Map of the Municipal Planning Strategy (September 2020), and zoned 'Multi-Unit Residential' (RMul) on the Zoning Map of the Land Use By-law (September 2020); and

WHEREAS Policies 5-8, and 6-11 of the Municipal Planning Strategy (September 2020) and Section 8.2.4 (a) of the Land Use By-law (September 2020) allow Municipal Council to consider the proposed development on the Properties only by Development Agreement; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the _____ Day of _____, 2024 approved a Development Agreement on the Properties, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owners are the owners of the Properties:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. SCHEDULES

The following attached Schedules shall form part of this Agreement:

- a) Schedule 'A'- Description of Lands
- b) Schedule 'B'- Property Survey Map
- c) Schedule 'C' – Concept and Landscaping Plan
- d) Schedule 'D' – Concept Unit Floorplans and Elevations Drawings
- e) Schedule 'E' – Phasing Plan

2. PERMITTED USES

That the development on the Properties shall be limited to:

- a) A maximum of one hundred and seven (107) dwelling units, as established in Schedules C and D, and
- b) Those as-of-right uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time. Except as otherwise provided in

this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Properties.

3. BUILDING CHARACTERISTICS

- a) The height and massing of each building shall, in the opinion of the Development Officer, be similar to the concept elevation drawings as shown in Schedule D.
- b) The exterior design of each building shall, in the opinion of the Development Officer, be similar to the concept elevation drawings as shown in Schedule D.
- c) The location of all buildings will be subject and conditional to spatial separation requirements, limiting distances, and all other relevant regulations of the Nova Scotia Building Code.

4. LANDSCAPING AND BUFFERING

- a) Landscaping shall be in reasonable accordance with the Schedule C Concept and Landscaping Plan. This includes, but is not limited to all trees, shrubs, grassed areas, buffers, and non disturbance zones. The planting of native species is strongly encouraged.
- b) Areas not used for structures, solid waste handling, automobile parking and circulation, pedestrian walkways, or other infrastructure shall be landscaped.
- c) Such landscaping shall consist, at a minimum, of sod or hydroseeding, but may also include decorative grasses, trees, shrubs, flowers, mulch, fountains, ponds, stone, and/or decorative pavers.
- d) The Property Owners shall keep all undeveloped areas of the Properties landscaped to maintain a 6m buffer between the development and the existing dwellings on Mechanic Street, Elm Street, and Crossin Street.
- e) The setbacks to all property lines external to the project shall be no less than 6m.
- f) Notwithstanding 6(d) and 6(e), setbacks and buffer distances may be reduced for the purpose of enabling the implementation and/or operation of infrastructure servicing the development. This includes but is not limited to naturalized stormwater drainage swales, internal laneways, parking areas, and emergency/truck turnarounds.

- g) The separation distance between individual dwellings shall conform with the required setbacks as stated in the National Building Code and should generally conform with Schedule C.
- h) Notwithstanding e) and f), a variance of up to 20% may be considered at the discretion of the Development Officer prior to issuance of a Development Permit.
- i) The Property Owners will be considered in default if any of the required landscaping is not completed within twelve (12) months of the completion of Phase 4 of construction.

5. LIGHTING

- a) The lighting on the Properties shall be sufficient to promote the safety and security of all users, including but not limited to, users of pedestrian walkways and parking. Without limiting the foregoing, lighting shall be directed to driveways, parking areas, loading areas, dwelling entrances, and walkways.
- b) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result. Lighting shall not flash, move, or vary in intensity to the extent that a hazard or nuisance will result.

6. PARKING AND ACCESS

- a) The Property Owners shall be responsible for the design, construction and maintenance of all laneways, walkways, and parking areas.
- b) The Property Owners shall construct a common private vehicular laneway, extending approximately 380 metres (1246 feet) North from Crossin Street, through the entirety of the project parcel, to the north-most parking lot, with a minimum travel surface of 6 metres (19.6 feet).
- c) The property owners shall construct an established common laneway connecting Mechanic Street to the common laneway referred to in 6(b) with a minimum travel surface of 6 metres (19.6 feet)
- d) The property owners shall construct a temporary laneway through PID 25235953, providing access off Mechanic Street, to interior laneway referred to in 6(b) with a minimum travel surface of 6 metres (19.6 feet), which shall be removed upon the commencement of Phase 4 of development.

- e) The Property Owners shall construct pedestrian pathways to provide pedestrian access to dwellings from Mechanic Street and Roberston Ave, with a minimum travel surface of 1.4m.
- f) The Property Owners shall construct pedestrian pathways referred to in 6(e) with a maximum grade of 8%
- g) The Property Owners shall maintain and provide snow removal for such laneway and pedestrian walkways.
- h) The Property Owners shall construct driveways that provide vehicular and pedestrian access from the common laneway referred to in 6(b) to each dwelling.
- i) The Property Owners shall construct a turning-t or other turnaround for emergency and service vehicles to the satisfaction of the Municipal Engineer.
- j) The Property Owners shall provide parking areas for dwellings, allocating one parking space per dwelling unit.

7. SIGNAGE

Signage shall not exceed that which is permitted by the Land Use Bylaw.

8. MAINTENANCE

- a) The Property Owners shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy and attractive state.
- b) The Property Owners shall ensure that all retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.
- c) The Property Owners shall ensure all laneways, parking lots and pedestrian pathways are maintained to a condition which provides safe vehicular and pedestrian travel.

9. SANITARY SEWER SERVICES

- a) The Property Owners shall be responsible for the design, construction, and maintenance of sanitary sewage systems in accordance or exceeding the

“Standard Specification for Municipal Services” as developed by the Nova Scotia Road Builders Association.

- b) The Property Owners shall be responsible for providing a sanitary sewage system plan, subject to approval by the Municipal Engineer or Director of Public Works, [prior to the issuance of occupancy permits](#).
- c) The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to Municipal Sewage System, [prior to the issuance of occupancy permits](#).
- d) The Property owners shall adhere to the terms and conditions set out in the servicing agreement referred to in 9(c).
- e) Property Owners shall provide as-built construction drawings, to the satisfaction of the Municipal Engineer, for all on-site sewage distribution systems following construction.

10. MUNICIPAL WATER SERVICES

- a) The Property Owners shall be responsible for the design, construction, and maintenance of water distribution systems for the development in accordance or exceeding the “Standard Specification for Municipal Services” as developed by the Nova Scotia Road Builders Association.
- b) The Property owners shall be responsible for providing Water Distribution System plans, subject to the approval of the Municipal Engineer or Director of Public Works, [prior to the issuance of occupancy permits](#).
- c) The Property Owners shall enter into a servicing agreement with the Municipality to determine the terms and conditions of connecting to the Municipal Water Supply, [prior to the issuance of occupancy permits](#).
- d) The Property Owners shall adhere to the terms and conditions set out in the servicing agreement referred to in 10(c)
- e) Property Owners shall provide as-built construction drawings, to the satisfaction of the Municipal Engineer, for all on-site water distribution systems following construction.
- f) The Property Owners shall construct a frost-free chamber for installation of water metering at the street right-of-way to the satisfaction of the Municipal Engineer.

11. STORMWATER MANAGEMENT

- a) The Property Owners shall submit a detailed stormwater management plan to the satisfaction of the Municipal Engineer and/or governing Provincial body, prior to the issuance of occupancy permits.
- b) The Property Owners shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, **or are** to the satisfaction of the Municipal Engineer.
- c) The Property Owners shall ensure that no stormwater is diverted to adjacent properties, other than municipally owned properties.

12. CONSTRUCTION PHASING AND TIMING:

- a) Prior to obtaining building permits for phase 1 of construction, the Property Owners shall **submit a Plan of Consolidation**, consolidating PID 25259235, 25259243, 25259250, 25259268, 25259273, 25259284, 25259292, 25259300, 25259318, 25258831, 14148823, 25258815, and 25423013, to the Municipal Planner.
- b)** Prior to obtaining building permits for phase 2 of construction, the Property Owners shall **submit a Plan of Consolidation**, consolidating PID 25228214, 25228412, 25235953 to the Municipal Planner.
- b/c)** Prior to the completion of Phase 2 of Development, the Property Owners shall execute and register the easement agreement, attached as Schedule X, with Public Works.
- d)** Prior to commencing each phase of development, the Property Owners shall obtain the appropriate permits from the Municipality.

13. CHANGES AND ALTERATIONS

- a) That the following matters are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of the Development Officer:
 - i. Architectural features of buildings, including dimensions and the location of windows and entrances.
 - ii. Location of site features including but not limited to buildings, landscaping, hard surfaces, parking facilities, turning areas and buffers.

- iii. Change in the number or massing of dwellings which results in an increase in dwelling units of less than than five.
- b) All other matters in this agreement not specified in Subsection 13(a) above or (c) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of the Development Officer, provided the changes do not significantly alter the intended effect of this Agreement.
- c) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
 - i. Permitted Uses other than those outlined in Section 2 or as permitted in the underlying zoning by the Land Use By-law; and
 - ii. A variance of greater than 20% to the setbacks and buffers as outlined in 4 (e) and (f) of this Agreement.
- d) 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 Owners without a public hearing.

14. APPLICABILITY OF THE AGREEMENT

The Property Owners agree that the Properties shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

15. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

Except as otherwise provided in this Agreement, the provisions of the Land Use By-Law and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

16. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Property Owners from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes compliance with other By-laws or Regulations in force within the Municipality, including the Building Code By-law and Subdivision By-law, and obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required. The Property Owners agree to observe and comply with all such laws, bylaws and regulations as may be in force from time to time, in connection with the development and use of the Property.

- b) The Property Owners shall be responsible for securing a servicing agreement with the Municipality. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Property Owners. All design drawings and information shall be certified by a Professional Engineer or a Qualified Person Level 2(QP2) as required by this Agreement or other approval agencies, and will be subject to approval by the Municipal Engineer or the Director of Public Works.

17. CONFLICT

- a) Where a provision of this Agreement conflicts with that of any bylaw of the Municipality applicable to the Properties (other than the Land Use Bylaw to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

- b) In case of conflict, the text of the Agreement prevails over the Schedules.

18. COSTS

Except as otherwise expressly set out herein or [in the servicing agreement](#), the Property Owners are responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal laws, bylaws, regulations and codes applicable to the Properties.

The Property Owners are responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Municipal Fees Policy.

19. FULL AGREEMENT

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

20. 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.

21. INTERPRETATION

- a) Where the context requires, the singular shall include the plural.
- b) Unless otherwise defined herein, all terms shall be as defined in the Land Use Bylaw. If not defined in the Land Use Bylaw, their customary meaning shall apply.

22. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Property Owners of the terms or conditions of this Agreement, the Municipality may avail itself of any and all remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

23. TERM AND TERMINATION OF AGREEMENT

- a) This Agreement shall be in effect until discharged by resolution of the Council of the Municipality pursuant to the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the Property.
- b) The Property Owners shall sign this Agreement within 180 calendar days from the date the appeal period lapses, or all appeals have been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board, or the unexecuted Agreement shall be null and void.
- c) The Municipality may discharge this Agreement if the use described herein has not been commenced within twenty-four (24) months of the date of this Agreement.
- d) In this Agreement, the development is deemed to have been commenced or started when a Development Permit for any part of the development has been issued.
- e) The Municipality may discharge this Agreement if construction of the development or the use described herein is discontinued for twelve (12) months or longer.
- f) The Municipality retains the option of discharging this Development Agreement should any fact provided by the Property Owners to the Municipality constitute a material misrepresentation.
- g) This Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owners, their heirs, executors,

administrators, mortgagees, lessees, and assigns, and all subsequent owner or owners from time to time of the Properties, until discharged.

24. OWNERSHIP

The signatory of this Agreement below on behalf of the Property Owners, Nova Scotia Housing and Municipal Affairs, certify that Nova Scotia Housing and Municipal Affairs is the sole owner of PID 25259235, 25259243, 25259250, 25259268, 25259292, 25259300, 25423013, 25259318, 25258831, 25258815 as described in Schedule A, having received the deed from Her Majesty the Queen in the Right of the Province of Nova Scotia, dated January 9th, 1968, and that Nova Scotia Housing and Municipal Affairs has not disposed of any interest in the Property and there are no judgments or other liens or encumbrances affecting the Property.

Also, the signatory of this Agreement below on behalf of the Property Owners, Shaw Rural Housing Limited, certify that Shaw Rural Housing Limited is the sole owner of PID 25228214 as described in Schedule A, having received the deed from the Municipality of Cumberland Country, dated July 23, 2024, and that Shaw Rural Housing Limited has not disposed of any interest in the Property and there are no judgments or other liens or encumbrances affecting the Property.

Also, the signatory of this Agreement below on behalf of the Property Owners, Shaw Rural Housing Limited, certify that Shaw Rural Housing Limited is the sole owner of PID 25228412 as described in Schedule A, having received the deed from Mark A. Carde and Sara Carde, dated July 19, 2024, and that Shaw Rural Housing Limited has not disposed of any interest in the Property and there are no judgments or other liens or encumbrances affecting the Property.

Also, the signatory of this Agreement below on behalf of the Property Owners, Shaw Rural Housing Limited, certify that Shaw Rural Housing Limited is the sole owner of PID 25235953 as described in Schedule A, having received the deed from the Linda Diane McNab, dated MONTH DAY, 2024, and that Shaw Rural Housing Limited has not disposed of any interest in the Property and there are no judgments or other liens or encumbrances affecting the Property.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

Witness

NAME
Shaw Rural Housing Limited

Witness

NAME
Nova Scotia Housing and Municipal Affairs

**MUNICIPALITY OF THE COUNTY OF
CUMBERLAND**

Witness

MURRAY SCOTT, Mayor

Witness

Greg Herrett, CAO

AFFIDAVIT (CORPORATE)

I, _____, of _____,
Nova Scotia, make oath and say that:

1. I am the _____ of Shaw Rural Housing Limited, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing instrument by its proper officer[s] duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the Land Registration Act as the case may be, for the purpose of registering this instrument.
3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.
5. THAT I have authority to execute this instrument on behalf of Shaw Rural Housing Limited and thereby bind Shaw Rural Housing Limited.

SWORN TO at _____)

in the County of _____)

Province of Nova Scotia) Shaw Rural Housing Limited

This _____ day of _____)

A.D. 2024, BEFORE ME:)

)

)

)

A Notary Public/Commissioner of Oaths for the
Province of Nova Scotia

Per:

My Commission Expires _____

AFFIDAVIT (CORPORATE)

I, _____, of _____,
Nova Scotia, make oath and say that:

1. I am the _____ of Nova Scotia Housing and Municipal Affairs, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Corporation executed the foregoing instrument by its proper officer[s] duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the Land Registration Act as the case may be, for the purpose of registering this instrument.
3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.
5. THAT I have authority to execute this instrument on behalf of The Sunset Community Incorporated, and thereby bind The Sunset Community Incorporated.

SWORN TO at _____)
 in the County of _____)
 Province of Nova Scotia) Nova Scotia Housing and Municipal Affairs.
 This _____ day of _____)
 A.D. 2024, BEFORE ME:)
)
)
 _____) _____)
 A Notary Public/Commissioner of Oaths for the Province of Nova Scotia Per:

My Commission Expires _____

AFFIDAVITS OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2024, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2024, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **Shaw Rural Housing Limited**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2024, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **Nova Scotia Housing and Municipal Affairs**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

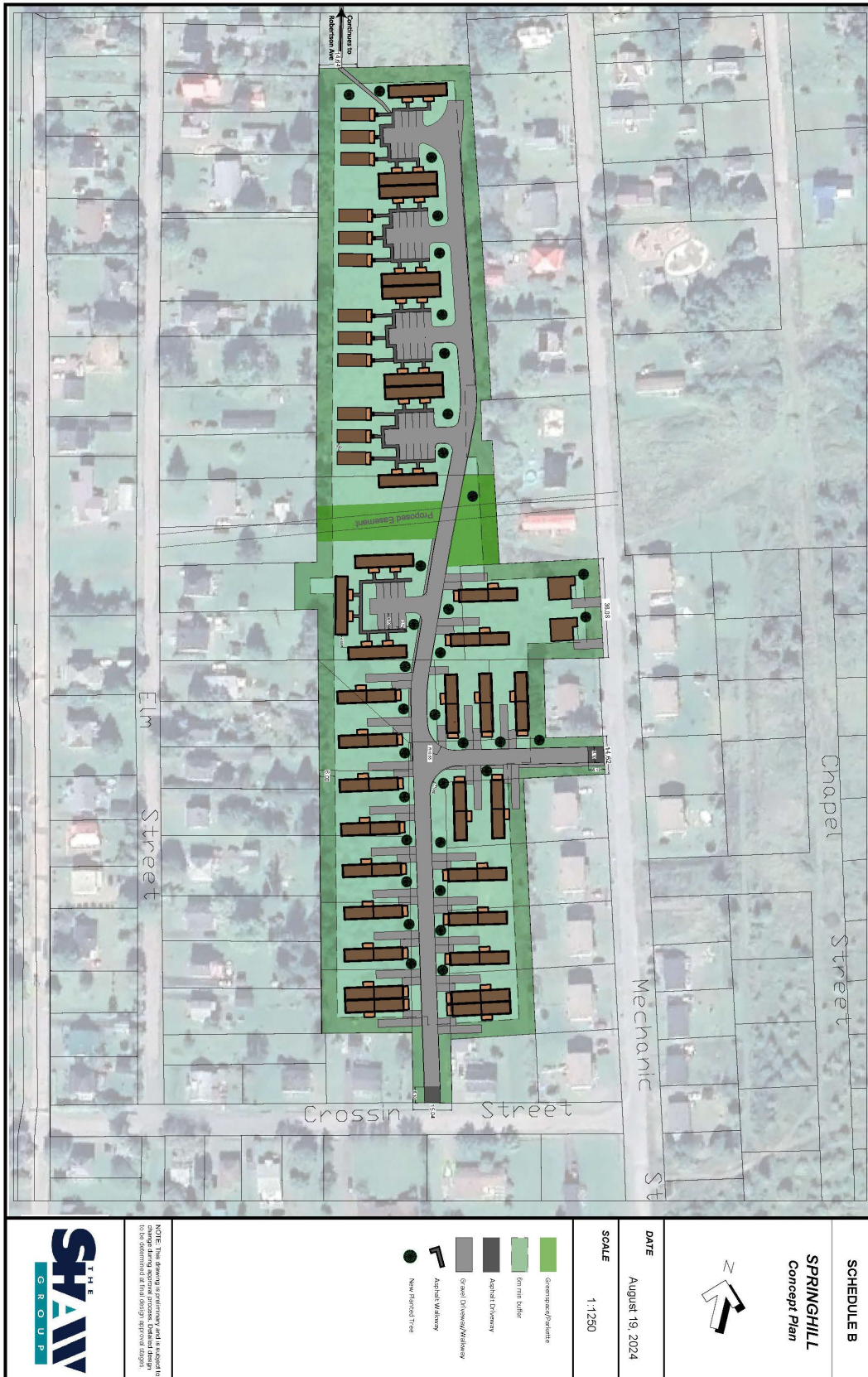
Schedule A: Description of Lands

To be provided by Client

Schedule B: Property Survey Map

To be provided by client

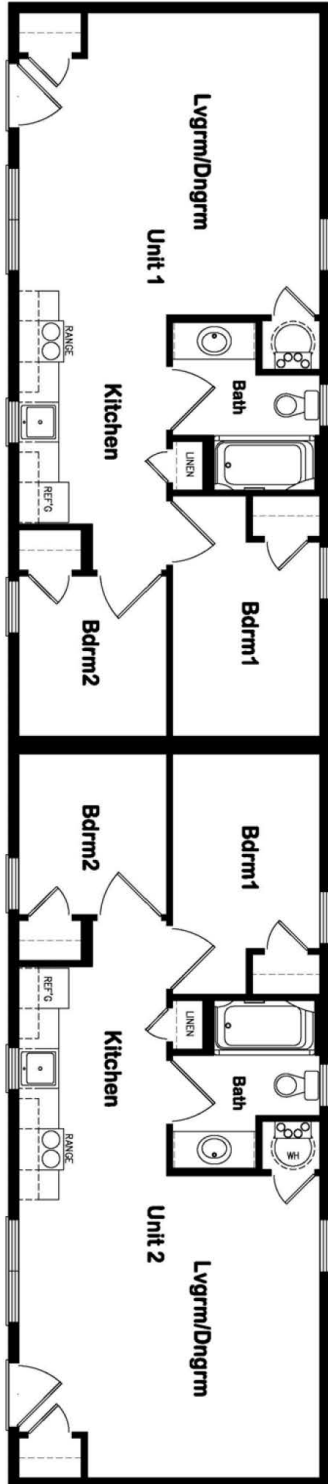
Schedule C: Concept and Landscaping Plan



Schedule D: Concept Unit Floorplans and Elevations

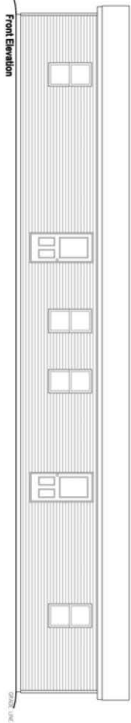
Duplex FLOOR PLAN

2 units | 4 bedrooms | 2 bathrooms | 1184 sq. ft. | 74' x 16'



Features include:

- Each unit: 2 bedrooms | 1 bathroom | 592 sq. ft. | 36' x 16'
- Full kitchen includes range, dishwasher, & refrigerator
- Open-concept living area
- Bathroom with standing shower
- Laundry in bathroom



Details are subject to change without notice.

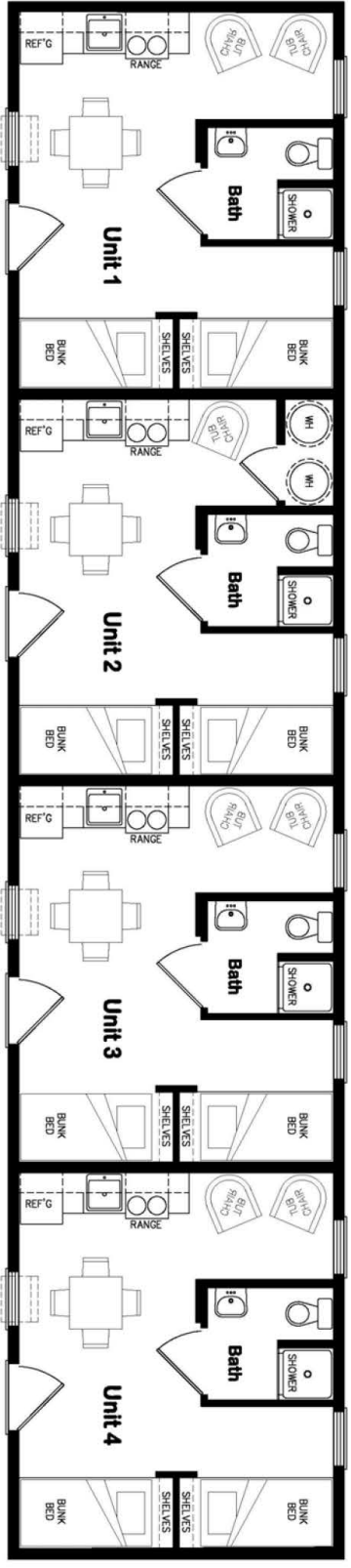
200-90 Western Parkway, Bedford, NS, B4B 2J3
 1-866-233-0808 | marketing@shawgroupitd.com
 shawmodelhomes.com



Fourplex

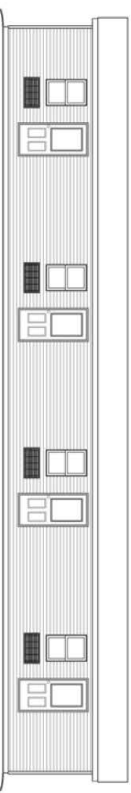
FLOOR PLAN

4 units | 4 bathrooms | 1184 sq. ft. | 74' x 16'



Features include:

- Each unit: Studio Suite | 1 bathroom | 288-296 sq. ft. | 18' x 16'
- Kitchen includes range, sink, and refrigerator
- Open-concept living area
- Bathroom with standing shower
- Optional built-in bunk beds
- Floor plans are customizable



Details are subject to change without notice.

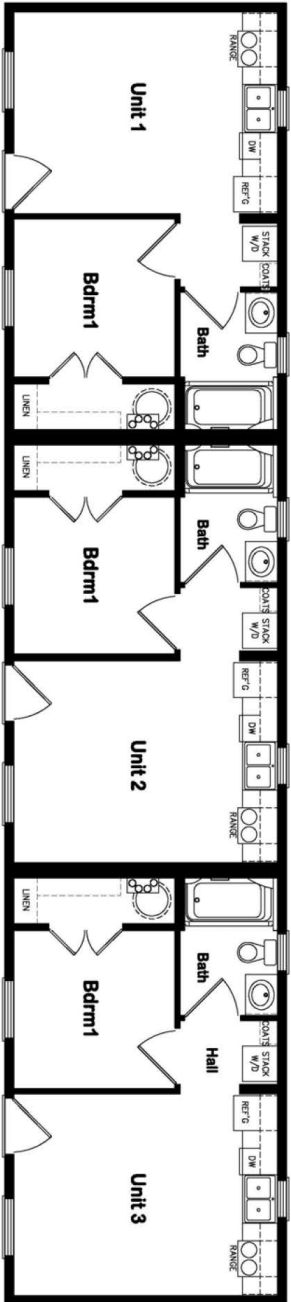
200-90 Western Parkway, Bedford, NS, B4B 2J3
 1-866-233-0808 | marketing@shawgrouppltd.com
 shawmodelhomes.com



Triplex

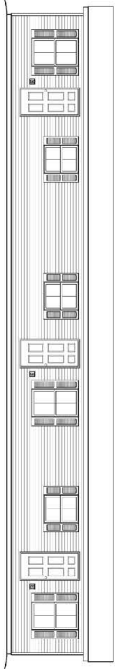
FLOOR PLAN

3 units | 3 bedrooms | 3 bathrooms | 1184 sq. ft. | 74' x 16'



Features include:

- Each unit: 1 bedroom | 1 bathroom | 394 sq. ft. | 24' x 16'
- Full kitchen includes range, dishwasher, & refrigerator
- Open-concept living area
- Bathroom with standing shower
- Laundry in bathroom



Details are subject to change without notice.

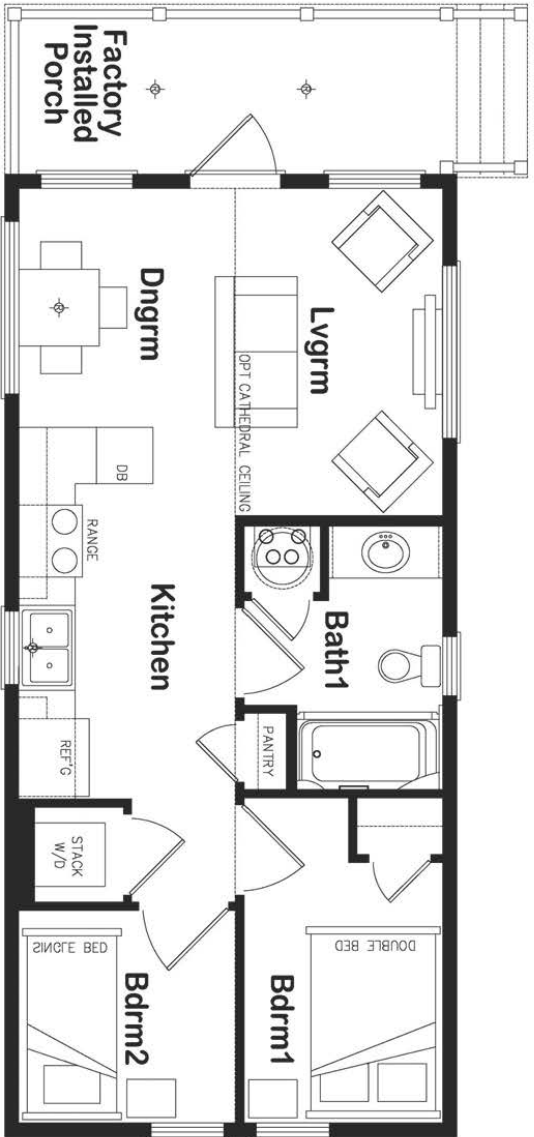
200-90 Western Parkway, Bedford, NS, B4B 2J3
1-866-233-0808 | marketing@shawgrouppltd.com
shawmodelhomes.com



Petite Home

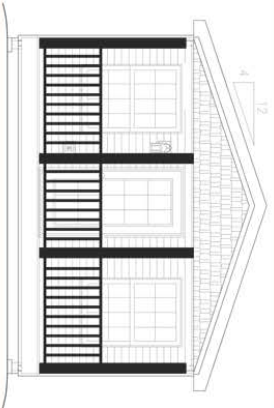
FLOOR PLAN

2 bedrooms | 1 bathroom | 574 sq. ft. | 36' x 16'



Features include:

- Covered front porch
- Efficient kitchen design with stylish cabinetry
- Pantry/closet
- Full bath with one-piece acrylic tub/shower or optional walk-in shower
- Laundry nestled within the closet
- Primary bedroom with closet
- Optional cathedral ceiling

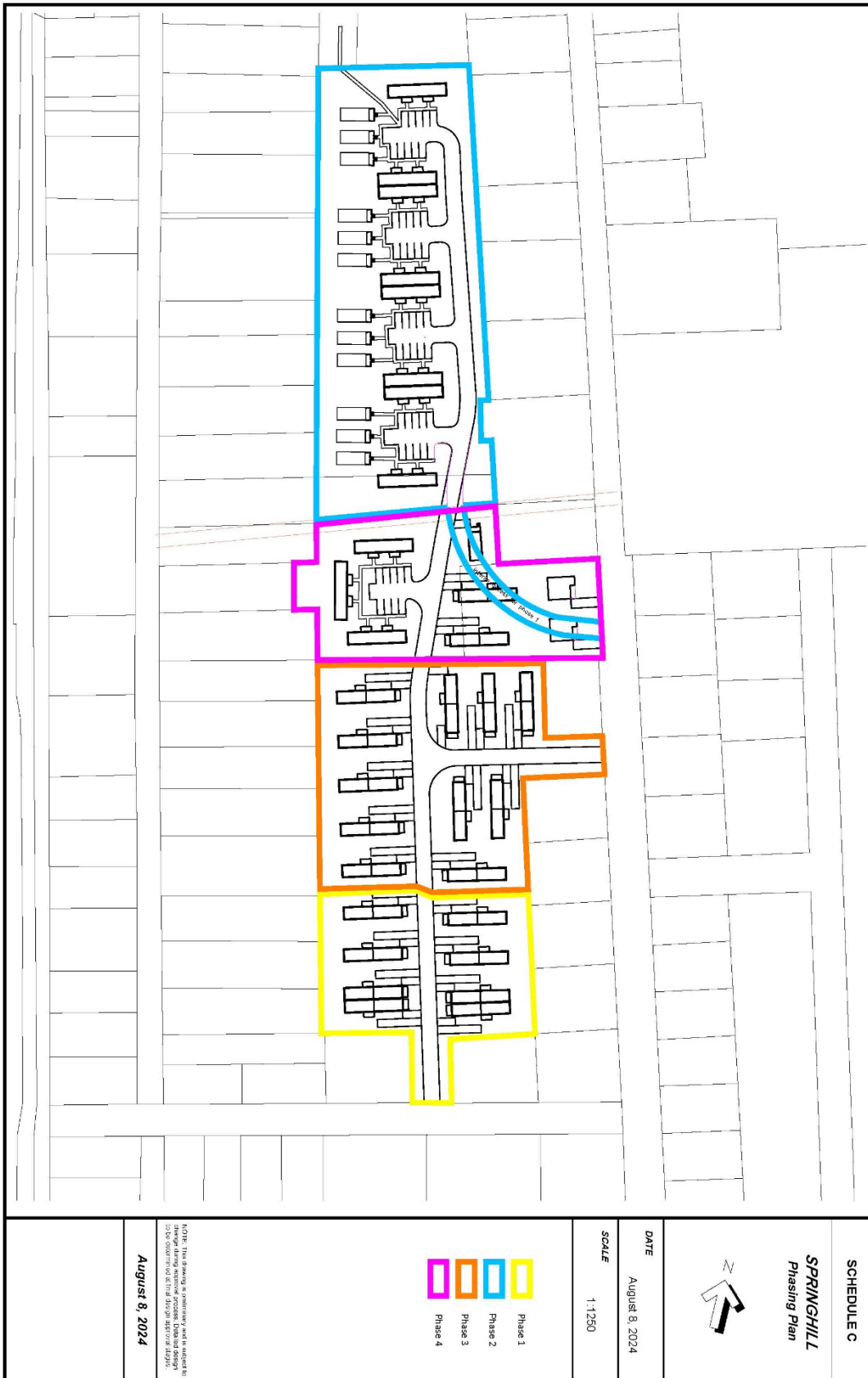


Details are subject to change without notice.

200-90 Western Parkway, Bedford, NS, B4B 2J3
1-866-233-0808 | marketing@shawgrouppltd.com
shawmodelhomes.com



Schedule E: Phasing Plan



SCHEDULE C

SPRINGHILL
Phasing Plan



DATE

August 8, 2024

SCALE

1:1250

- Phase 1
- Phase 2
- Phase 3
- Phase 4

NOTE: This drawing is preliminary and is subject to change during the review process. Final design to be determined at final design approval stage.

August 8, 2024

Notice of Public Hearings - Shaw Rural Housing Development Agreement (Springhill)

Details

📅 Published: 06 September 2024

A Public Hearing regarding the By-law to Amend the LUB 24-12, the Shaw Rural Housing Development Agreement and also the By-law to Amend the LUB 24-13 for the Municipality of Cumberland will be held **4:00 pm, Wednesday, September 18th, 2024** in the Council Chambers of the Upper Nappan Service Centre.

By-law to Amend the Land Use By-law 24-12 and the Shaw Rural Housing Development Agreement

- Rezone multiple PIDS within the bounds of Mechanic St., Elm St., and Crossin St., Springhill from Lower Density Residential (RLow) Zone to Multi-Unit Residential (RMul) Zone to enable the development of a high-density, large-scale housing project.

By-law to Amend the Land Use By-law 24-13

- Rezone a portion of PID 25072455 and PID 25359803, Burns Drive, Upper Nappan from Highway Commercial (CHwy) to General Commercial (CGen) and add Medical Offices as a permitted use as-of-right in the General Commercial Zone.

Hearing documents can be viewed at plancumberland.ca/hearings or by contacting our office at 902-667-2313. Public Hearings are open to the public. You may participate by submitting comments by email to: Planning@cumberlandcounty.ns.ca or by mail to: Planning Dept, Upper Nappan Service Centre, 1395 Blair Lake Rd, Upper Nappan, NS B4H 3Y4.



NOTICE OF PUBLIC HEARINGS



TO: Mayor and Council
FROM: Glen Boone, Director of Development and Planning
DATE: August 14, 2024
SUBJECT: Public Hearing for By-law to Amend the Land Use By-law 24-12 to rezone multiple PIDs, and development in Springhill

ORIGIN: On August 8, 2024, Planning staff received an application to rezone multiple PIDs (the “Subject Property”) in Springhill from Lower Density Residential (RLow) to Multi-Unit Residential (RMul), accompanied by an application for a development agreement.

PID	Current Use	Current Zone	Proposed Use	Proposed zone
Various	Vacant	Lower Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:

- (a) The proposed change is not prohibited by any other policy in this Plan*
- (b) the purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and*
- (c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.*

MPS Policy 6-11 Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approved a development agreement, the development agreement shall:

- (a) specify the development, expansion, alteration, or change permitted*
- (b) specify the condition under which the development may occur*
- (c) set terms by which Council may amend or terminate and discharge the agreement.*

****See Attachment F for a Full policy Review.**



CUMBERLAND COUNCIL

RFD

Date: August 21, 2024

RECOMMENDATION: That Council approve First Reading of the By-law to Amend the Land Use By-law 24-12 to rezone the following parcels:

- **PID 25235953 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258815 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259205 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259300 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259243 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259292 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259318 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259235 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259284 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258831 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25423013 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259276 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25258823 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25259268 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**
- **PID 25228412 from Low Density Residential (RLow) to Multi-Unit Residential (RMul)**

AND that Council approve First Reading of the Springhill Housing Project Development Agreement, AND to schedule a Public Hearing for the proposed amendment and development agreement.



CUMBERLAND COUNCIL

RFD

Date: August 21, 2024

BACKGROUND: Clayton Developments Limited, on behalf of Shaw Rural Housing Limited and Nova Scotia Housing and Municipal Affairs, has applied to rezone the subject properties, to enable to the development of a high-density, large-scale housing project, through development agreement. The subject property consists of 15 PIDs, listed in attachment F, totalling approximately 7.1 acres. The subject property, excluding PID 25228214 which is zoned Multi-unit Residential (RMul) Zone, is currently zoned Lower Density Residential (RLow). This zone does not permit a development to the scale the applicant is proposing, for this reason, the applicant has also applied for a Development Agreement in tandem with their rezoning application.

The subject property was acquired by the owners for the exclusive purpose of developing housing for Springhill. These lands are in an area that is municipally serviced and is able support the increase in density in the area which prohibits a development to the scale the applicant is proposing.

DISCUSSION: The applicant is looking to develop a maximum of 15 units per acre, equating to a total of 107 units for the entire project. Dwelling sizes will vary as the proponent is looking to develop a mix of single unit dwellings, duplexes, triplexes, and fourplexes. Dwelling unit sizes will also vary however the most common anticipated unit size will be 576 sqft. The proposed development also will be incorporating one tree per three dwelling units, totalling an anticipated planting of 35 new trees.

The proposed access to the property will initially be off Crossin Street. There will be a temporary access point off Mechanic for phase 1 and phase 2. During phase 1 and phase 2, there will be an established access point to the development, off Crossing Street, which will be maintained as an access point to the property for the entirety of the project and thereafter. In phase 3, the temporary access point off Mechanic Street will be replaced with the official Mechanic Street access point. The proponent has proposed to have gravel interior roads and pedestrian paths, paving small sections at the property exit and entrance points. This decision is a cost-saving measure the proponent is taking to preserve the affordability of the project, for the developer and the future residents. Pedestrian paths will provide connectivity to buildings, property parking areas and to Robertson Ave, Mechanic St, and Crossin St.

Springhill area is one of the many areas in Cumberland that has seen significant growth population. Most homes in Springhill are owner-occupied, single-family dwellings, which does not support and encourage migration within the community. The diversity in housing options that would be provided by this development supports “downsizers” within existing homeowners. Considering the proposed project’s close proximity to the Nova Scotia Community College, a future elementary school, and a walkable distance from the



**CUMBERLAND COUNCIL
RFD**

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downtown core, this housing development project holds a lot of value in creating new housing stock and increasing the diversity of housing options. Having smaller more affordable rental units supports the nomadic lifestyle associated with students and rotational / Fly in Fly out (FIFO) workers. Considering the current need for housing within the county, staff feel the rezoning and proposed development project is appropriate.

FINANCIAL IMPLICATIONS: None specific to this matter.

ENVIRONMENTAL IMPLICATIONS: The proposed development will be subject to central services design to be approved by Municipal Public Work staff.

COMMUNITY ENGAGEMENT: If Council approves, a public hearing could be held on the above matter at a later date. Notice for the public hearing will be provided through the Municipality of Cumberland County Website, two weeks prior to the public hearing date and through the Casket, one week prior to the public hearing date.

ALTERNATIVES: Council can defer the issue to a later date, request further information or reject the proposed amendment based on conflict with a policy in the Municipal Planning Strategy.

ATTACHMENTS:

Attachment A: Parcel Zone and Use Chart

Attachment B: Aerial and Street Images

Attachment C: Boundary Application Map and Current Zoning Map

Attachment D: Policy Review

Attachment E: Draft Development Agreement



CUMBERLAND COUNCIL

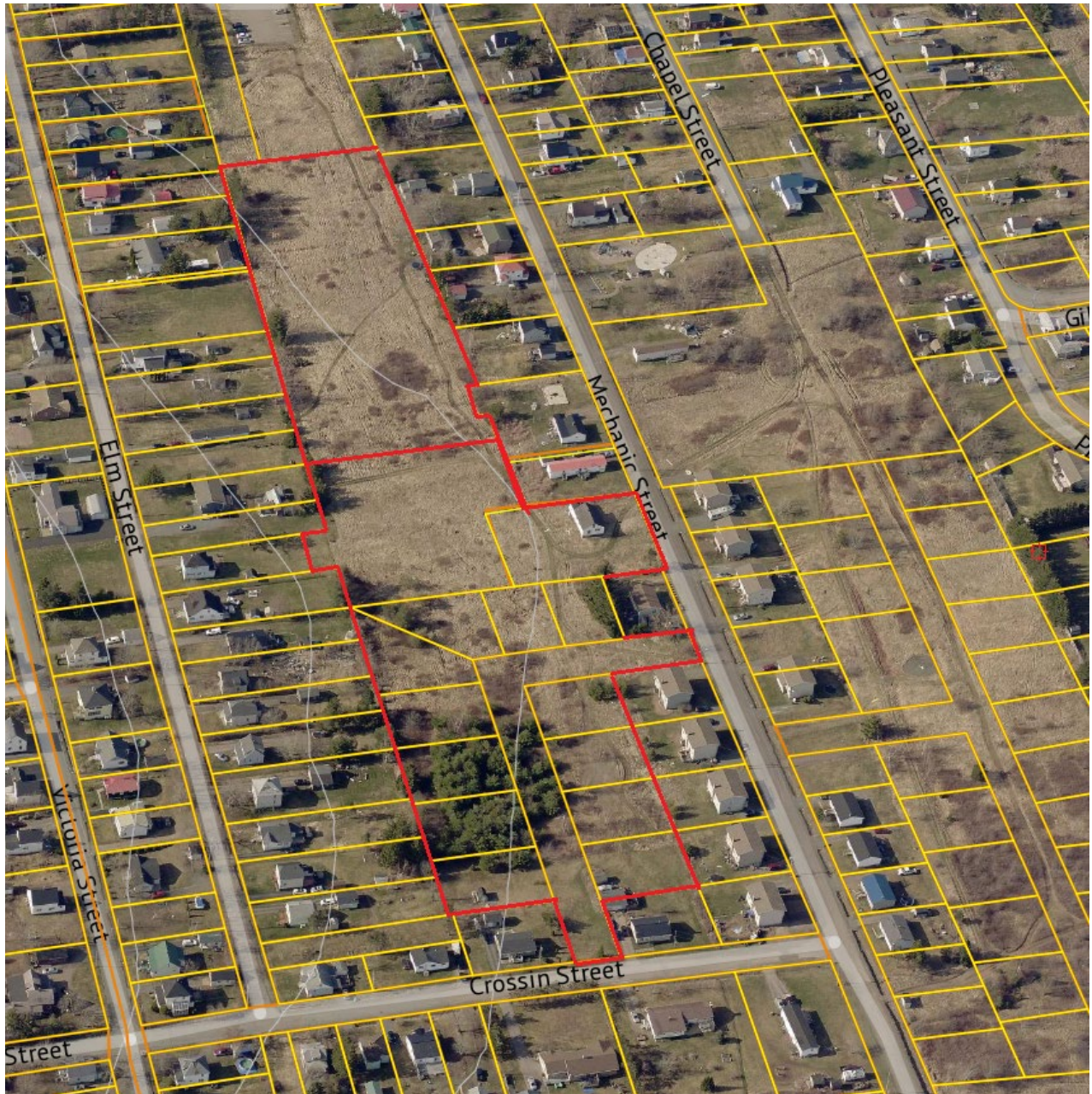
RFD

Date: August 21, 2024

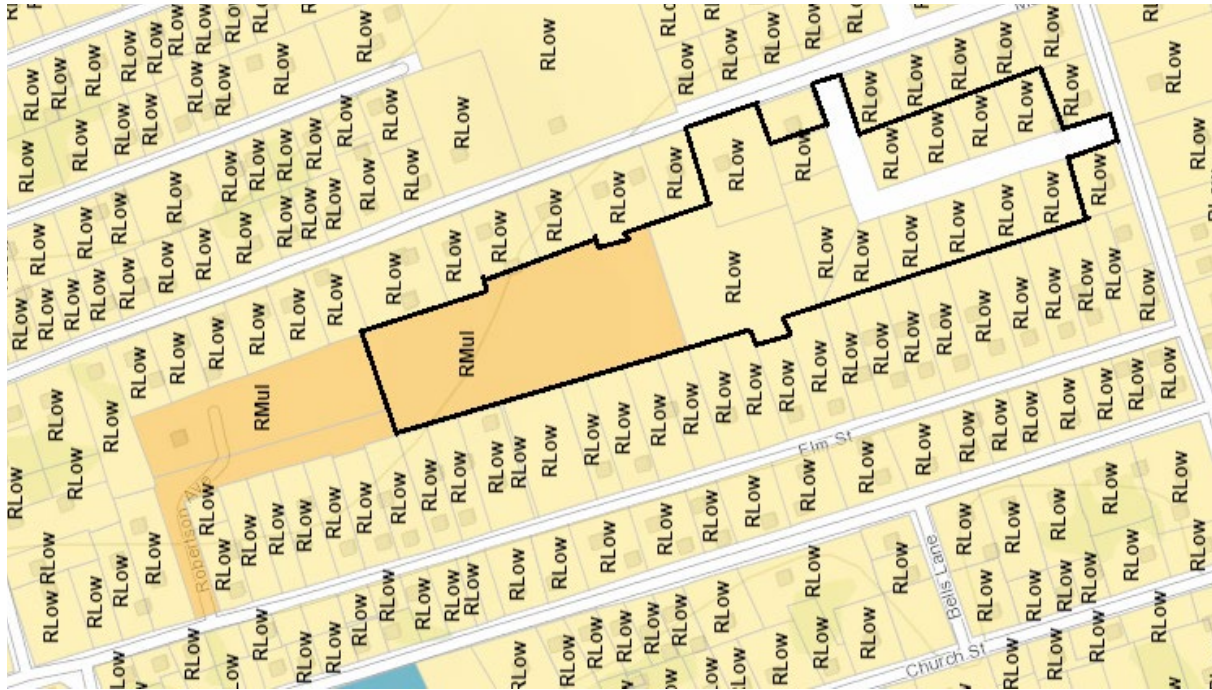
Attachment A: Parcel Zone and Use Chart

PID	Current Use	Current Zone	Proposed Use	Proposed zone
25235953	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25228412	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259250	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259268	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259284	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259276	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259292	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259300	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258815	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258823	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25258831	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259318	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259235	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
25259243	Vacant	Low Density Residential (RLow)	Housing Development Project	Multi-Unit Residential (RMul)
252542313	Vacant	Low Density Residential (RLow)	Commercial-scale Access Point.	Multi-Unit Residential (RMul)

Attachment B: Aerial Images



Attachment C: Zoning Map



Attachment D: Policy Review

<p>MPS Policy 5-8: Council shall only consider developments with more than 16 dwelling units on a lot by development agreement in the Multi-unit Residential Zone, subject to the development agreement policies of Section 6.3.</p>
<p>Comment: Since the proposed development is for approximately 107 units, they only zone a development of this scale would be permitted in is the RMul zone, clearly establishing that the proposed development aligns with the intended land use of the zone.</p>



MPS Policy 6-11 Council Shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) Specify the development, expansion, alteration, or change permitted.</i>	Section 2 Permitted Uses and Section 3 Building Characteristics of the Development Agreement addresses this.
<i>(b) Specify the conditions under which the development may occur; and</i>	The Development Agreement as a whole, provides the conditions and requirements for development.
<i>(c) Set terms by which Council may amend or terminate and discharge the agreement.</i>	Section 23 Term and Terminability of the Development Agreement addresses this

MPS Policy 6-12 Council shall not approve or amend a development agreement unless council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-19.
Comment:
See Below policy analysis

MPS Policy 6-19: Council shall not amend the Land Use By-law or approve a development agreement unless Council is satisfied the proposal:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) is consistent with the intent of this Municipal Planning Strategy;</i>	The proposed change is consistent with the intent of the Municipal Planning Strategy
<i>(b) does not conflict with any Municipal or Provincial programs, by-laws, or regulations in effect in the municipality;</i>	Does not conflict
<i>(c) is not premature or inappropriate due to:</i>	



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<i>(i) the ability of the Municipality and/or Village (where applicable) to absorb public costs related to the proposal;</i>	No public costs expected related to this proposal
<i>(ii) impacts on existing drinking water supplies, both private and public;</i>	Water capacity is sufficient to service this development
<i>(iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;</i>	A Preliminary water model has shown that there is sufficient water capacity to service this development. This has been verified with Staff.
<i>(iv) the suitability of the site to accommodate on site water and sewage services</i>	Not Applicable
<i>(v) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to or leading to the proposal;</i>	The adjacent streets to the project have the capacity to handle 1000-3000 vehicles per day, based on TAC Standards. This exceeds the maximum anticipated units.
<i>(vi) the adequacy of fire protection services and equipment;</i>	Fire protection services and equipment adequate for proposal. Access points have turning radii appropriate to accommodate emergency vehicles.
<i>(vii) the adequacy and proximity of schools and other community facilities</i>	Adequately close to schools and community facilities to meet the needs of the community.
<i>(viii) the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;</i>	No identified problems related to the proposal
<i>(ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;</i>	Development incorporates storm water management practices established to prevent any negative impacts of increase water runoff.



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<i>(x) impacts on sensitive environments, as identified on Schedule B;</i>	No identified impacts
<i>(ixA) impacts on wildlife corridors;</i>	No identified impacts
<i>(x) impacts on known habitat for species at risk;</i>	No identified impacts
<i>(xA) risks presented by geohazards;</i>	No geohazard risks identified
<i>(xi) the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and</i>	Proposed site is suitable for the proposed development
<i>(xii) negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.</i>	No negative impacts towards the community identified

MPS Policy 5-9: Council shall consider proposals to rezone lands in the Residential Designation to any other zone permitted in that designation. Council shall not approve such a rezoning unless Council is satisfied:	
<i>Requirement</i>	<i>Comment</i>
<i>(a) the proposed change is not prohibited by any other policy in this Plan;</i>	The proposed change is not prohibited by any policies within the MPS.
<i>(b) The purpose of the proposed zone, as described in the respective policy creating that zone, is consistent with the location and characteristics of the lands and with the proposed use of the lands; and</i>	Proposed use of land not only aligns with the intention of the Multi-Unit Residential Zone but is only permitted within the RMul zone.
<i>(c) the proposal meets the general criteria for amending the Land Use By-law, set out in Policy 6-19.</i>	The proposed use meets all the criteria set out in policy 6-19. (See below)

Attachment E: Draft Development Agreement.