



NOTICE OF ADOPTION

Second reading and adoption of the By-law to Amend the Land Use Bylaw 25- and a Development Agreement for 2 King St Springhill took place on Wednesday, March 19, 2025. The purpose of the adopted items are:

By-law to Amend the Land Use By-law 25-02

- Rezone a portion of PID 25066606, located between 292 Smith Rd and 354 Smith Rd, Upper Nappan from Agriculture (AG) Zone to the Rural Industrial (IRur) Zone

Development Agreement for 2 King St Springhill

- Permit the operation of Choisnut's Tire and Auto Parts on a property zoned Lower Density Residential (RLow)

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



COUNCIL MEETING

SECOND READING

Date: March 19th, 2025

TO: Mayor and Council

FROM: Glen Boone, Director of Development and Planning

DATE: March 10th, 2025

SUBJECT: Second Reading - Application for Development Agreement for 2 King St., Springhill (PID 25231945) to permit the operation of a commercial business within the Lower Density Residential (RLow) Zone.

ORIGIN: Council approved first reading of the Development Agreement for 2 King St., Springhill (PID 25231945) at its January 22, 2025, regular meeting.

PID	Location	Current Zone	Current Use	Proposed Use
25231945	Springhill	Lower Density Residential (RLow)	Existing Vacant Building – Formerly retail	Retail

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

Municipal Planning Strategy 5-9A

Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

- (d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.*
- (e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and*
- (f) the proposal shall meet the development agreement policies of Section 6.3*

**** Full policy review included as Attachment A*

RECOMMENDATION: THAT Council approve Second Reading of the Development Agreement for 2 King St., Springhill (PID 25231945).



COUNCIL MEETING

SECOND READING

Date: March 19th, 2025

BACKGROUND: The subject property is located at 2 King Street, Springhill, on the corner of Lisgar St. and King St. The subject property is currently zoned Lower Density Residential (RLow) and is located on the outskirts of a residential neighbourhood, adjacent to the Springhill Industrial Park. The property has frontage on Lisgar Street, which was recently converted to a designated trucking route for trucks delivering to the Industrial Park and to the Springhill Community as a whole. The current property owner would like to re-open a commercial business on the property, a tire and auto parts store. Policy 5-9A of the MPS allows commercial uses in the Lower Density Residential Zone if the use is appropriate to the surrounding context and the commercial establishment does not create a large imposition on the neighboring properties.

The existing structure was previously a retail and small-engine repair establishment, however because commercial operations on the property ceased for a period longer than 12 months, it is not able to be considered as a non-conforming use, under section 238 of the MGA. Thus, the proposed retail establishment can only be permitted through a Development Agreement.

DISCUSSION: Approving the proposed development agreement for 2 King St., Springhill, would permit the operation of the proposed commercial use, while ensuring the commercial use does not impose on the surrounding properties, in terms of commercial activities as well as in terms of built form. This agreement addresses the following topics, among others;

- 1) Restrictions on signage and commercial lighting permitted.
- 2) Requirements for parking and defined access to the property.
- 3) Restrictions on hours of operation
- 4) Requirements for screening
- 5) Conditions for expansion
- 6) Accessibility requirements

FINANCIAL IMPLICATIONS: None specific to the Municipality. Redevelopment of the existing building and site will enhance commercial taxation value of the property.

ENVIRONMENTAL IMPLICATIONS: None have been identified at this time. Storage of all materials will be subject to building and fire code regulations.

COMMUNITY ENGAGEMENT: A Public Hearing on the proposed agreement was held in accordance with section 206 of the Municipal Government Act. Notices for the Public Hearing were placed on the Municipal Website on February 5th, 2025 and through an advertisement in The Chronicle Herald on February 8th, 2025. Additionally, a Planning Notice sign was placed on the property. Prior to the Public Hearing, staff received 16 comments from the public regarding the proposed DA. Of the 16 comments received, 14 were in support of the DA and 2 comments are in opposition. In addition to the comments received by staff, two separate petitions regarding the proposed Development Agreement were submitted to staff, one in support of the proposed DA and one against the proposed DA. A summary of the comments received from the Public and the petitions submitted to staff are included in this report as Attachment F.



COUNCIL MEETING

SECOND READING

Date: March 19th, 2025

At the Public Hearing, one member of the public spoke before Council to reinforce the concerns stated in their written submission to Council. They reinforced their concerns towards the implications of increased traffic that is associated with commercial businesses, as there is a Senior's Residence across the street, and young children live in the area. The Applicant was also present at the Public Hearing and spoke before Council. They expressed their desire to thrive within the community and to see the Springhill community thrive economically as well. They state the reason for moving to the King Street location is essential for the continued growth of their establishment and how the new location can better accommodate customer parking, by providing 7 designated customer parking spaces, as opposed to the one designated space they currently have. They also identify the advantages of the new locations with regards to deliveries.

ALTERNATIVES: Council can reject the Second Reading of the Development Agreement for 2 King Street (PID 25231945) Springhill, NS. OR Council can defer the motion and request further information.

ATTCHMENTS:

Attachment A: Municipal Policy Review
Attachment B: Provincial Policy Review
Attachment C: Street Images
Attachment D: Current Zoning Map

Attachment E: Proposed Development Agreement (Draft)
Attachment F: Summary of Public Input

Report prepared by: Kira Norgren, Municipal Planner



COUNCIL MEETING

SECOND READING

Date: March 19th, 2025

Attachment A: Municipal Policy Review

MPS Policy 5-9A Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

Requirement	Comment
(d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.	Proposal located in an existing building.
(e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and	Addressed in the proposed Development Agreement
(f) the proposal shall meet the development agreement policies of Section 6.3	See below

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:

Requirement:	Comment:
(a) Specify the development, expansion, alteration or change permitted	See section 2 of the proposed development agreement
(b) Specify the conditions under which the development may occur	Addressed throughout the proposed agreement
(c) set terms by which Council may amend or terminate and discharge the agreement	See section 10 and section 20 of the proposed development agreement.

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 -

MPS Policy 6-19 Council shall not amend the land use bylaw or approve a development agreement unless Council is satisfied the proposal;	
Requirement	Comment
(a) Is consistent with the intent of this Municipal Planning Strategy	Yes
(b) Does not conflict with any Municipal or Provincial programs, bylaws, or regulations in effect in the Municipality	Does not conflict
(c) Is not premature or inappropriate due to:	
i. The ability of the Municipality to absorb public costs related to the project	N/A
ii. Impacts on existing drinking water supplies, both private and public	N/A
iii. The adequacy of central water and sewer services and equipment	Adequate services available
iv. The creation of excess traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal.	Any concerns have been addressed in the Development Agreement
v. The adequacy of fire protection services and equipment	Adequate fire protection services and equipment
vi. The adequacy of proximity to schools and other community facilities	N/A
vii. 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;	No known pollution problems created or worsened
viii. The potential to create flooding or serious drainage issues; including within the proposal site and in nearby areas	No flooding issues identified.
ix. Impacts on sensitive environments, as identified on Schedule B	No sensitive environments impacted
ixA. Impacts on wildlife corridors	No wildlife corridors impacted.
x. Impacts on know wildlife habitat for species at risk	No at-risk species habitat risks present
xA. Risks presented by geohazards	No geohazards risks present
xi. The suitability of the site in terms of grades, soils and geological conditions, the location of watercourses and wetlands, and proximity to utility right-of-way;	Site is suitable.
xii. Negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts hat could place limits on existing operational procedures.	No known negative impacts.

Attachment B: Provincial Policy Review

Nonconforming use of land

- 238** (1) *A nonconforming structure, nonconforming use of land or nonconforming use in a structure, may continue if it exists and is lawfully permitted at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law.*
- (2) *A nonconforming structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land use by-law, if the*
- (a) nonconforming structure was lawfully under construction and was completed within a reasonable time; or*
 - (b) permit for its construction was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time.*
- (3) *A nonconforming use in a structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law if*
- (a) the structure containing the nonconforming use was lawfully under construction and was completed within a reasonable time;*
 - (b) the permit for its construction or use was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time;*
 - (c) the use was permitted when the permit for the structure was granted and the use was commenced upon the completion of construction.*
- (4) *This Act does not preclude the repair or maintenance of a nonconforming structure or a structure containing a nonconforming use.*
- (5) *A change of tenant, occupant or owner of any land or structure does not of itself affect the use of land or a structure.*

1998, c. 18, s. 238; 2024, c. 3, s. 95.

Comment:

The Land Use Bylaw was adopted in 2018. According to section 238 clause 3(c) states the establishment is permitted as a non-conforming use as the use was not regulated, and therefore permitted, at the time the occupancy permit was issued.

Non-conforming use in a structure

- 241** (1) *Where there is a nonconforming use in a structure, the structure may not be*



COUNCIL MEETING

SECOND READING

Date: March 19th, 2025

- (a) expanded or altered so as to increase the volume of the structure capable of being occupied, except as required by another Act of the Legislature;*
- (b) repaired or rebuilt, if destroyed or damaged by fire or otherwise to the extent of more than seventy-five percent of the market value of the building above its foundation, except in accordance with the land-use by-law and after the repair or rebuilding it may only be occupied by a use permitted in the zone.*

(2) Where there is a nonconforming use in a structure, the non-conforming use

- (a) may be extended throughout the structure;*
- (b) may not be changed to any other use except a use permitted in the zone;*
- (c) may not be recommenced, if discontinued for a continuous period of six months.*

1998, c. 18, s. 241.

Comment:

If any non-conforming use ceases operation for 6 months or longer, it is no longer considered an active use of the land and therefore loses the non-conforming status. Any appends to recommence or re-develop the land must meet the current requirements of the Land Use Bylaw.

Attachment C: Street Images



Close



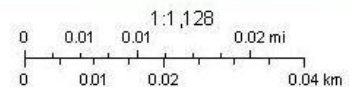
Attachment D: Current Zoning Map



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Zoning Cumberland

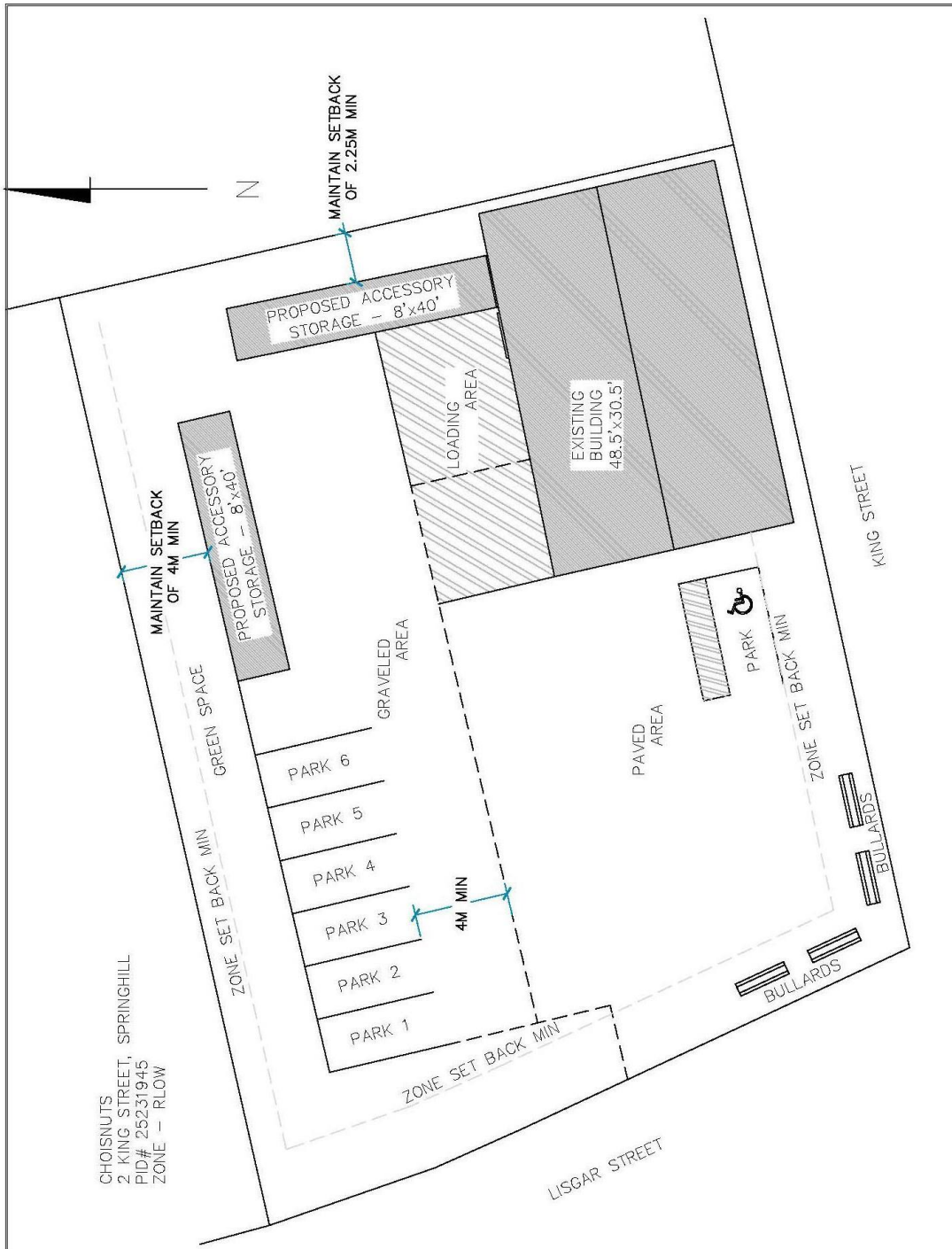
- Lower Density Residential Zone (RLow)
- Multi-unit Residential Zone (RMul)
- Urban Industrial Zone (IND)



Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACF, NRCAN, Sentinel, Nova Scotia

ArcGIS Web AppBuilder
 Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACF, NRCAN | Sentinel, Nova Scotia |

Attachment E: Draft Site Plan





**COUNCIL MEETING
SECOND READING
Date: March 19th, 2025**

Attachment E: Proposed Development Agreement

Please see agreement attached separately.

Attachment F: Public Input Summary

Please see Public Input Summary, attached separately.



**COMMITTEE OF THE WHOLE
HEARING SUMMARY**

Date: February 19, 2025

TO: Mayor and Council

FROM: Glen Boone, Director of Development and Planning

DATE: February 7th, 2025

SUBJECT: Public Hearing - Application for Development Agreement for 2 King St., Springhill (PID 25231945) to permit the operation of a commercial business within the Lower Density Residential (RLow) Zone.

ORIGIN: On September 27, 2024, planning staff was forwarded an application for a change in use for 2 King St., Springhill (PID 25231945) (the “subject property”) from a non-conforming use to a commercial use, this change in use is only permitted in the zone through development agreement.

PID	Location	Current Zone	Current Use	Proposed Use
25231945	Springhill	Lower Density Residential (RLow)	Existing Vacant Building – Formerly retail	Retail

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

Municipal Planning Strategy 5-9A

Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

- (d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.*
- (e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and*
- (f) the proposal shall meet the development agreement policies of Section 6.3*

**** Full policy review included as Attachment A*

RECOMMENDATION: No motions to consider at Public Hearing stage.



COMMITTEE OF THE WHOLE HEARING SUMMARY

Date: February 19, 2025

BACKGROUND: The subject property is located at 2 King Street, Springhill, on the corner of Lisgar St. and King St. The subject property is currently zoned Lower Density Residential (RLow) and is located on the outskirts of a residential neighbourhood, adjacent to the Springhill Industrial Park. The property has frontage on Lisgar Street, which was recently converted to a designated trucking route for trucks delivering to the Industrial Park and to the Springhill Community as a whole. The current property owner would like to re-open a commercial business on the property, a tire and auto parts store. Policy 5-9A of the MPS allows commercial uses in the Lower Density Residential Zone if the use is appropriate to the surrounding context and the commercial establishment does not create a large imposition on the neighboring properties.

The existing structure was previously a retail and small-engine repair establishment, however because commercial operations on the property ceased for a period longer than 12 months, it not able to be considered a non-conforming use, under section 238 of the MGA.

DISCUSSION: Approving the proposed development agreement for 2 King St., Springhill, would permit the operation of the proposed commercial use, while ensuring the commercial use does not impose on the surrounding properties, in terms of commercial activities as well as in terms of built form. This agreement addresses the following topics, among others;

- 1) Restrictions on signage and commercial lighting permitted.
- 2) Requirements for parking and defined access to the property.
- 3) Restrictions on hours of operation
- 4) Requirements for screening
- 5) Conditions for expansion
- 6) Accessibility requirements

FINANCIAL IMPLICATIONS: None specific to the Municipality. Redevelopment of the existing building and site will enhance commercial taxation value of the property.

ENVIRONMENTAL IMPLICATIONS: None have been identified at this time.

COMMUNITY ENGAGEMENT: This public hearing is being held in accordance with section 206 of the Municipal Government Act. Notices for the public hearing were placed on the Municipal Website on February 5th 2025. Further notification was provided to the public through an advertisement placed in The Chronicle Herald, February 8th, 2025. Additionally, a planning notice sign was placed on the property. At the date this report was written, Staff has received 16 comments from the public regarding the proposed DA. Of the 16 comments received, 14 were in support of the DA and 2 comments are in opposition. A summary of the comments received from the Public is included in this report as Attachment F.

ALTERNATIVES: Council can reject the first reading of the Development Agreement for 2 King Street (PID 25231945) Springhill, NS. OR Council can defer the motion and request further information.

ATTACHMENTS:

Attachment A: Municipal Policy Review
Attachment B: Provincial Policy Review
Attachment C: Street Images
Attachment D: Current Zoning Map

Attachment E: Proposed Development Agreement (Draft)
Attachment F: Letters of Objection



**COMMITTEE OF THE WHOLE
HEARING SUMMARY
Date: February 19, 2025**

Report prepared by: Kira Norgren, Municipal Planner

Attachment A: Municipal Policy Review

MPS Policy 5-9A Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

Requirement	Comment
(d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.	Proposal located in an existing building.
(e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and	Addressed in the proposed Development Agreement
(f) the proposal shall meet the development agreement policies of Section 6.3	See below

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:

Requirement:	Comment:
(a) Specify the development, expansion, alteration or change permitted	See section 2 of the proposed development agreement
(b) Specify the conditions under which the development may occur	Addressed throughout the proposed agreement
(c) set terms by which Council may amend or terminate and discharge the agreement	See section 10 and section 20 of the proposed development agreement.

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 -



**COMMITTEE OF THE WHOLE
HEARING SUMMARY**

Date: February 19, 2025

MPS Policy 6-19 Council shall not amend the land use bylaw or approve a development agreement unless Council is satisfied the proposal;	
Requirement	Comment
<i>(a) Is consistent with the intent of this Municipal Planning Strategy</i>	Yes
<i>(b) Does not conflict with any Municipal or Provincial programs, bylaws, 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 to absorb public costs related to the project</i>	N/A
<i>ii. Impacts on existing drinking water supplies, both private and public</i>	N/A
<i>iii. The adequacy of central water and sewer services and equipment</i>	Adequate services available
<i>iv. The creation of excess traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal.</i>	Any concerns have been addressed in the Development Agreement
<i>v. The adequacy of fire protection services and equipment</i>	Adequate fire protection services and equipment
<i>vi. The adequacy of proximity to schools and other community facilities</i>	N/A
<i>vii. 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 known pollution problems created or worsened
<i>viii. The potential to create flooding or serious drainage issues; including within the proposal site and in nearby areas</i>	No flooding issues identified.
<i>ix. Impacts on sensitive environments, as identified on Schedule B</i>	No sensitive environments impacted
<i>ixA. Impacts on wildlife corridors</i>	No wildlife corridors impacted.
<i>x. Impacts on know wildlife habitat for species at risk</i>	No at-risk species habitat risks present
<i>xA. Risks presented by geohazards</i>	No geohazards risks present
<i>xi. The suitability of the site in terms of grades, soils and geological conditions, the location of watercourses and wetlands, and proximity to utility right-of-way;</i>	Site is suitable.
<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 hat could place limits on existing operational procedures.</i>	No known negative impacts.

Attachment B: Provincial Policy Review

Nonconforming use of land

- 238** (1) *A nonconforming structure, nonconforming use of land or nonconforming use in a structure, may continue if it exists and is lawfully permitted at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law.*
- (2) *A nonconforming structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land use by-law, if the*
- (a) nonconforming structure was lawfully under construction and was completed within a reasonable time; or*
 - (b) permit for its construction was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time.*
- (3) *A nonconforming use in a structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law if*
- (a) the structure containing the nonconforming use was lawfully under construction and was completed within a reasonable time;*
 - (b) the permit for its construction or use was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time;*
 - (c) the use was permitted when the permit for the structure was granted and the use was commenced upon the completion of construction.*
- (4) *This Act does not preclude the repair or maintenance of a nonconforming structure or a structure containing a nonconforming use.*
- (5) *A change of tenant, occupant or owner of any land or structure does not of itself affect the use of land or a structure.*

1998, c. 18, s. 238; 2024, c. 3, s. 95.

Comment:

The Land Use Bylaw was adopted in 2018. According to section 238 clause 3(c) states the establishment is permitted as a non-conforming use as the use was not regulated, and therefore permitted, at the time the occupancy permit was issued.

Non-conforming use in a structure

- 241** (1) *Where there is a nonconforming use in a structure, the structure may not be*
- (a) expanded or altered so as to increase the volume of the structure capable of being occupied, except as required by another Act of the Legislature;*



**COMMITTEE OF THE WHOLE
HEARING SUMMARY**

Date: February 19, 2025

(b) repaired or rebuilt, if destroyed or damaged by fire or otherwise to the extent of more than seventy-five percent of the market value of the building above its foundation, except in accordance with the land-use by-law and after the repair or rebuilding it may only be occupied by a use permitted in the zone.

(2) Where there is a nonconforming use in a structure, the non-conforming use

- (a) may be extended throughout the structure;*
- (b) may not be changed to any other use except a use permitted in the zone;*
- (c) may not be recommenced, if discontinued for a continuous period of six months.*

1998, c. 18, s. 241.

Comment:

If any non-conforming use ceases operation for 6 months or longer, it is no longer considered an active use of the land and therefore loses the non-conforming status. Any appends to recommence or re-develop the land must meet the current requirements of the Land Use Bylaw.

Attachment C: Street Images



Close



Attachment D: Current Zoning Map



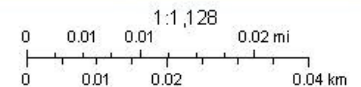
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Zoning Cumberland

Lower Density Residential Zone (RLow)

Multi-unit Residential Zone (RMul)

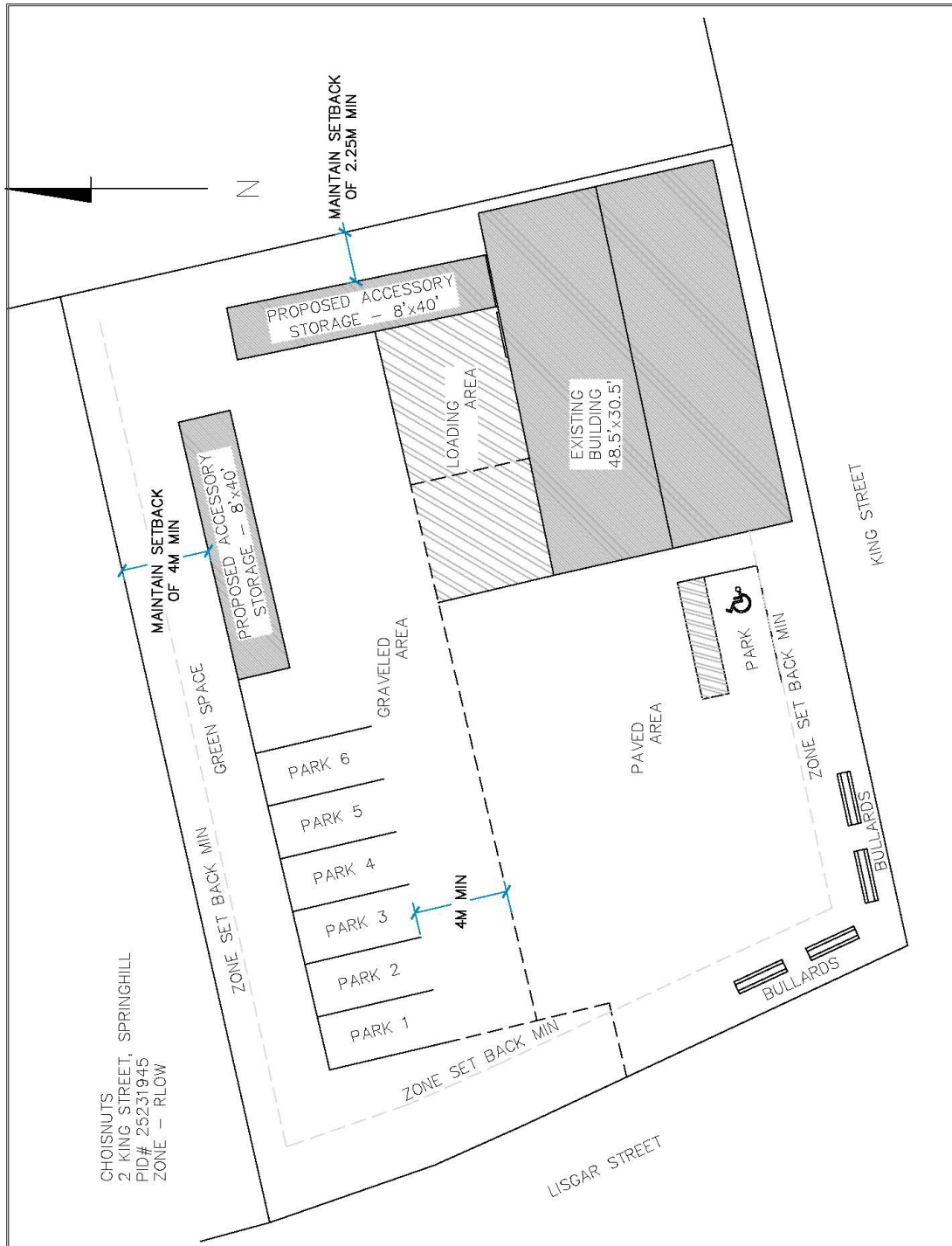
Urban Industrial Zone (IND)



Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACFC, NRCAN, Senneke Nova Scotia

ARCGIS Web AppBuilder
Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACFC, NRCAN, Senneke Nova Scotia

Attachment E: Draft Site Plan





**COMMITTEE OF THE WHOLE
HEARING SUMMARY**

Date: February 19, 2025

Attachment E: Proposed Development Agreement

Please see agreement attached separately.

Attachment F: Public Input Summary

Please see Public Input Summary, attached separately.

PUBLIC INPUT SUMMARY

Emails/Letters in favour of the proposed Development Agreement	Emails/Letters against the proposed Development Agreement
14 Comments received	2 Comments Received
<p>Comments Expressed</p> <ol style="list-style-type: none"> 1. Better Parking options for customers at the proposed location. 2. More convenient delivery location for truck drivers 3. Good location as there isn't a large pedestrian presence to begin with. 4. Facilitates more business opportunities for the area. 	<p>Concerns Expressed</p> <ol style="list-style-type: none"> 1. Pedestrian Safety due to increased traffic and current lack of sidewalks in the area 2. Neighbourhood character

Prior to the Public Hearing, staff received 16 comments from the general public regarding the Development Agreement for 2 King St Springhill. Of the 16 comments received, two of the comments were in opposition to the Development Agreement, and 14 comments were in support of the Development Agreement.

Comments received from staff in support of the Development Agreement (DA) expressed that Choisnut's Auto Parts and Tire is a well established business in the community and there is a general desire to see business thrive in Springhill. Many comments see the relocation of the business as crucial for the successful operation of Choisnut Auto Parts and Tire.

Comments received by staff against the proposed Development Agreement expressed a concern for public safety, specifically for seniors and young children living in the area. Comments received communicated a concern for pedestrian safety due to the fact there is no sidewalks currently in the area and increase of traffic relating to the commercial operation could pose a safety risk.

Emails / Letters of Support

Kira Norgren

From: Annie Berry <atberry3@hotmail.com>
Sent: February 11, 2025 9:07 PM
To: Planning
Subject: PID #25231945

In support of Choisenut's tire and auto parts relocating to 2 king street from Main Street.
Sent from my iPhone

Kira Norgren

From: jeremy reid <jeremyreid91@hotmail.com>
Sent: February 11, 2025 9:06 PM
To: Planning
Subject: Choisnuts Tire and auto

I support there move to king street.

Sent from my iPhone

Kira Norgren

From: Mike Hicks <mikehicks524@gmail.com>
Sent: February 11, 2025 8:47 PM
To: Planning
Subject: Choisnut's Auto Supply

Hello

I am writing this email in support of Choisnut's Tire and Auto Parts and John Choisnut in his request to the Municipality of Cumberland to allow John to relocate his business to 2 King Street (PID 25231945). The King Street location would allow for more convenient and additional customer parking. It would also be more convenient for deliveries from large trucks that currently would block Main Street and disrupt traffic.

John's business is an asset to Springhill as is John. We support John and this move of his business and it is our hope the Municipality will allow this to happen.

Yours truly

Mike and Laura Hicks

Kira Norgren

From: dlapointe1955 <dlapointe1955@hotmail.com>
Sent: February 11, 2025 7:59 PM
To: Planning
Subject: This is a email to show my support for the application by Choisnut tire and Auto to relocate their business from main st to king st . This move would aid their business with larger shop space and much larger parking space. They have been operating for ...

Sent from my Galaxy

Kira Norgren

From: jack harrison <shardik41@msn.com>
Sent: February 11, 2025 9:19 PM
To: Planning
Subject: Yes to choisnuts auto moving to lisgar st

Sent from my iPhone

Kira Norgren

From: Ken c <kenziechute@gmail.com>
Sent: February 11, 2025 10:29 PM
To: Planning
Subject: Choisnuts auto body springhill

I'm not sure why choisnuts needs the community's support right now, as in I can't understand why their move from main street to king street would be an issue with the county or anyone else. That being said, they have my support and the support of many others . John is a good local business man that does good and fair business in our community. And I personally think moving his shop from main to king would be a good opportunity for some other business to open up on main street. We should be encouraging business in our community. I can't imagine his business could take away from the neighborhood, it's already a busy corner with an industrial battery plant near by. It's not necessary pedestrian friendly (I live in the neighborhood with two kids and two dogs) so I think this would be a great spot for an auto motive supply shop and would only benefit springhill in current opinion.

Kira Norgren

From: Scott Adams <islandsfive@icloud.com>
Sent: February 11, 2025 11:24 PM
To: Planning
Subject: Hey John choisnut good business to shop .

Sent from my iPhone

Kira Norgren

From: Chantal Murray <chantalmurray93@hotmail.com>
Sent: February 12, 2025 6:30 AM
To: Planning
Subject: PID#25231945

Hello I'm writing this email to you in regards to Choisnet's Tire and Auto re locating to 2 King Street. I'm all for them moving their business and I will support them in this move.

Thank you,
Chantal

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Kira Norgren

From: Mark McMillan <markmcmillan@eastlink.ca>
Sent: February 12, 2025 9:39 AM
To: Planning
Subject: Choisnet's tire

I vote yes
Sent from my iPhone

Kira Norgren

From: Ed Pettigrew <edpettigrew972@gmail.com>
Sent: February 12, 2025 9:50 AM
To: Planning
Subject: Choisnuts Tire & Auto Parts

Hello,

I would like to share my reasoning to why Choisnuts Tire & Auto Parts should be able to relocate to the PID 25231945.

This business has already proven that our community supports their products. They require this new location to expand and meet customers needs, provide potential opportunities to employ more people.

If memory serves me correct, this same location had previously been occupied by various businesses, not to mention the factory across the street.

Our community cannot afford to turn down any business opportunities.

I live just down the street from the proposed location and hope to see it in full operation this year.

Cheers...
Ed Pettigrew

Kira Norgren

From: Tracy McNutt <tracymcnutt88@gmail.com>
Sent: February 12, 2025 8:04 AM
To: Planning
Subject: Choisenute Auto Parts

Hi there,

I am just writing this email to say that I approve the move of Choisenuts Tire and I support them for this move.

Thank You

Kira Norgren

From: Colin McCormick <mccormickshop@gmail.com>
Sent: February 12, 2025 8:42 AM
To: Planning
Subject: Choisnuts Auto

RE; PID 25231945

Good morning, I am writing to say how nice it is to have a local auto supply store here in Springhill and we buy a lot of product from them.

John and Kyle are excellent to deal with! At Ray McCormick and Sons we always try to support local business and as a service provider in Cumberland County it's important we get parts fast to better serve our customers. The move of Choisnuts from Main St to King Street will make parking safer and more convenient. We support their endeavors.

Colin McCormick

--

Colin McCormick
Ray McCormick & Sons Ltd.
842 Rodney Rd
Springhill, NS B0M 1X0
Phone: 902-664-7161

Kira Norgren

From: marley spence <miranda_marley@hotmail.com>
Sent: February 12, 2025 8:05 AM
To: Planning
Subject: Choisnuts

Hey there. I am writing you on behalf of Choisnuts Tire and Auto Parts. I think they should be able to relocate to 2 King Street as they wish. I believe this is no harm to anyone and may help promote their local business.

Thank You,
Marley Spence

Kira Norgren

From: Craig McCormick <craigmccormick@eastlink.ca>
Sent: February 11, 2025 6:49 PM
To: Planning
Subject: Re: development agreement

I would like to submit this comment that I believe the proposed location at 2 King St. would be a good location for Choisnut's auto parts.

Sincerely,
Craig McCormick
886 Rodney Road
Springhill, NS B0M 1X0

Kira Norgren

From: chris gogan <cggogan72@gmail.com>
Sent: February 11, 2025 7:08 PM
To: Planning
Subject: PID#25231945

I am writing this email in regards to the proposal to change zoning at 2 King Street Springhill NS. This lot has been a commercial zone in the past and is surrounded by commercial properties such as housing and Surette battery . John is a hard working and respectable business man and brings a valuable service to the community. It would be fantastic if he could do this in his new building where he and his staff can only serve people better and add a much needed space to expand in the future. His robot and dinosaur creations are the talk of the county and well recognized by children who enjoy seeing them and taking pictures etc. Myself and the community look forward to see them grow . This move will be the stepping stone to this.

Best regards, Chris Gogan

Emails / Letters of Opposition

From: Glen Boone
To: Kira Norgren; Municipal Clerk's Office; CAO
Subject: Fw: 2 king street, Springhill, NS Choicenuts
Date: February 7, 2025 7:18:01 PM

FYI

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From: Gilbert Beer <gilbertbeer1988@icloud.com>
Sent: Friday, February 7, 2025 5:23:08 PM
To: Glen Boone <gboone@cumberlandcounty.ns.ca>; Panning@cumberlandcounty.ns.ca <Panning@cumberlandcounty.ns.ca>
Subject: 2 king street, Springhill, NS Choicenuts

Good afternoon,

I am sending an email with comment relating to granting the development to operate and allow a business, namely, Choisnuts, to be allowed to operate at the dwelling at 2 king street, Springhill, NS, B0M1X0.

I am a resident of Springhill, NS on Lisgar Street, Springhill, NS.

Firstly, this neighbourhood is one full of children, with no sidewalks available, and increasing the traffic in and out of the lot on the corner of this intersection, I believe, increases danger for the public walking past and around the residence. This also extends to the elderly community with numerous individuals with physical handicaps that require to pass by daily on motorized scooters and walking assisting devices.

Secondly, there is a retirement home facility located within 100 ft of the residence, which enjoys its peace and quiet in this residential neighbourhood, which I feel would be encumbered upon by proximity alone, let alone the nature of mechanics specifically taking place if it were deemed possible.

Third, the persons requesting the change, the owner of Choisnuts, is currently involved in numerous complaints in regards to disturbances and illegal acts at said property leading up to the events of requesting this change in zoning, specifically with neighbours surrounding the premises.

I am aware of a petition relating to this event that is attempting to stop the ability of this business from operating in this long standing residential neighbourhood.

In conclusion, the owner has already demonstrated that it would be problematic to operate this business in this residential neighbourhood, with complaints and disturbances created before applying for this development to take place, and I only see this escalating further if this is approved, while also possibly endangering the community that travels by foot, mobile scooter, or assisted walking device, past and around this property, without any sidewalks, and increased traffic.

Thank you for your time and consideration,

Gilbert Beer

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From: Alex M <alexandra_mackey@hotmail.com>
Sent: Tuesday, January 28, 2025 9:38 AM
To: Glen Boone <gboone@cumberlandcounty.ns.ca>
Subject: Development agreement 2 king

Good morning Mr. Boone,

Thank you for your time in reading this email. I was given your contact information by Angel McCormick.

I am writing to you today to express my deep concerns and request that the development agreement for the property next to my home (2 king street) be disapproved.

I have lived at 8 king street for close to 13 years, the property that adjoins 2 king, in those years the property next to me has been zoned residential, recently an application was put forward for a development agreement to place a commercial business next to my place of residence. My concerns with this change not only affect myself but my surrounding neighbourhood.

We have well over a dozen children that live on this quiet street, there are multiple seniors homes and apartments that surround this small street. My concerns include, but are not limited to, the increased vehicle traffic including cars and delivery trucks that would accompany a commercial business and the safety of our children and elderly.

Children travel this road twice a day to access their bus stop and an increase in traffic at this location places these children at an increased safety risk. King street and surrounding side streets conditions cannot handle an increase in this type of traffic in their current states; our street and surrounding streets have not been repaired in many years.

Allowing this commercial development places a commercial property directly in the middle of multiple homes where residents and their children are living peaceful lives and enjoying their properties. Placing a commercial business in the middle of a surrounding residential neighbourhood places residents at increase risk, to their safety, health and well-being.

A tire and auto parts store poses an increase risk to the residents and their children that

live in close proximity to this property. With the disposal and storage of hazardous materials. With the risks of an emergency, like an uncontrollable fire, becoming twofold for surrounding residents.

A change of this property to a commercial business then also opens the opportunity for other types of business with potentially greater risks to locate to this location in the future. This property has been zoned residential for many years and no businesses have operated from it in over a decade. Residential property values are likely to decrease in the area if this development occurs.

Allowing this change would essentially be considered spot zoning within this neighbourhood and simply would only benefit the individual at the detriment of the entire surrounding neighbourhood.

I'd also be inclined to question whether this building meets recent commercial bylaw requirements as it has been zoned residential for so long.

I can gladly start a petition and canvas our neighbourhood to have it signed by many of the residents surrounding this property opposing this development.

We have multiple commercially zoned properties in our community that businesses can safely operate out of, that would not greatly impact the surrounding residents. I genuinely do not believe that allowing a commercial business to open and operate within a residential zone is in the best interests of our community and of the surrounding neighbourhood.

I urge you to disapprove the proposed development for 2 king street Springhill, and from recent meetings and discussions with my neighbours, I know my opinions are shared by many who have not managed to attend meetings or write letters and emails.

Again, thank you for your time in reading this email and taking our grave concerns into consideration.

Kind regards,
Alexandra Mackey LPN

Petition Against the Approval of Development of 2 King Springhill PID (25231945)

We the undersigned respectfully request that you consider our petition against the proposed development agreement for 2 King Street Springhill. We request that the development agreement for a commercial business 'Choisnuts Auto Parts and Tires' not be approved.

NAME:	ADDRESS:
Walter Diller	1 King Street 4
Dale Roberts	1 King St
Robert C. Wood	1 KING ST APT 1
G. Dale Wood	1 KING ST. APT. 1
Paul Wood	1 King St
Rick Borten	1 King St #19
John Ganson	1 King St #11 20
MARCBANAS	1 King St - Apt 11 -
Katharina Buddick	1 King St, Apt. 16
Beverly Brown	1 King St Apt 16
Alexandra Mackey	8 King St.
Irene Janner	1 Willow St. Springhill
Laura Janner	1 Willow St Springhill
Kevin Janner	1 Willow St, Springhill
Walker Crowell	16 King St
Stephan V. Janner	19 King Street
Chris Fraser	24 King St.



NOTICE OF PUBLIC HEARINGS

A Public Hearing will be held for the By-law to Amend the Land Use By-law 25-01 and 25-02, and regarding the proposed development agreement for 2 King St., Springhill. These Public Hearings will be held

4:00 pm, Wednesday, February 19th, 2025

in the Council Chambers of the Upper Nappan Service Centre. Note that this meeting may be rescheduled or conducted online, visit cumberlandcounty.ns.ca to verify meeting schedule.

By-law to Amend the Land Use By-law 25-01

- Amend the requirements surrounding the development of undersized lots

By-law to Amend the Land Use By-law 25-02

- To rezone a portion of PID 25066606 between 292 and 354 Smith Rd, Upper Nappan** from Agriculture (AG) Zone to the Rural Industrial (IRur) Zone.

Applicant: Compass Minerals.

Development Agreement: 2 King St., Springhill (PID 25231945)

- To permit the operation of Choisnuts Auto Parts and Tires, within the Lower Density Residential (RLow) Zone.

Hearing documents can be viewed at plancumberland.ca/hearings or by contacting our office at 902-667-1142. 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.



COUNCIL MEETING

RFD

Date: January 22nd, 2025

TO: Mayor and Council

FROM: Glen Boone, Director of Development and Planning

DATE: January 13th, 2025

SUBJECT: First Reading - Application for Development Agreement for 2 King St., Springhill (PID 25231945) to permit the operation of a commercial business under the Lower Density Residential (RLow) Zone.

ORIGIN: On September 27, 2024, planning staff was forwarded an application for a change in use for 2 King St., Springhill (PID 25231945) (the “subject property”) from a non-conforming use to a commercial use, this change in use is only permitted in the zone through development agreement.

PID	Location	Current Zone	Current Use	Proposed Use
25231945	Springhill	Lower Density Residential (RLow)	Existing Vacant Building – Formerly retail	Retail

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

Municipal Planning Strategy 5-9A

Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

- (d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.*
- (e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and*
- (f) the proposal shall meet the development agreement policies of Section 6.3*

**** Full policy review included as Attachment A*

RECOMMENDATION: THAT Council approve First Reading of the Development Agreement for 2 King St., Springhill (PID 25231945) AND schedule a Public Hearing for the proposed development agreement.



COUNCIL MEETING

RFD

Date: January 22nd, 2025

BACKGROUND: The subject property is located at 2 King Street, Springhill, on the corner of Lisgar St. and King St. The subject property is currently zoned Lower Density Residential (RLow) and is located on the outskirts of a residential neighbourhood, adjacent to the Springhill Industrial Park. The property has frontage on Lisgar Street, which was recently converted to a designated trucking route for trucks delivering to the Industrial Park. The current property owner would like to re-open a commercial business on the property, a tire and auto parts store. Policy 5-9A of the MPS allows commercial uses in the Lower Density Residential Zone if the use is appropriate to the surrounding context and the commercial establishment does not create a large imposition on the neighboring properties.

The existing structure was previously a small retail and small engine repair establishment.

DISCUSSION: Approving the proposed development agreement for 2 King St., Springhill, would permit the operation of the proposed commercial use, while ensuring the commercial use does not impose on the surrounding properties, in terms of commercial activities as well as in terms of built form. This agreement addresses the following topics, among others;

- 1) Restrictions on signage and commercial lighting permitted.
- 2) Requirements for parking and defined access to the property.
- 3) Restrictions on hours of operation
- 4) Requirements for screening
- 5) Conditions for expansion
- 6) Accessibility requirements

FINANCIAL IMPLICATIONS: None specific to the Municipality. Redevelopment of the existing building and site will enhance commercial taxation value of the property.

ENVIRONMENTAL IMPLICATIONS: None have been identified at this time.

COMMUNITY ENGAGEMENT: If Council approves, a public hearing could be held on the above matter at a later date. Public notification for the scheduled public hearing will be provided, two weeks prior to the scheduled date, through the municipal website.

ALTERNATIVES: Council can reject the first reading of the Development Agreement for 2 King Street (PID 25231945) Springhill, NS.

Council can defer the motion and request further information.

ATTACHMENTS:

- Attachment A: Municipal Policy Review
- Attachment B: Provincial Policy Review
- Attachment C: Street Images
- Attachment D: Current Zoning Map
- Attachment E: Proposed Development Agreement (Draft)



COUNCIL MEETING

RFD

Date: January 22nd, 2025

Attachment A: Municipal Policy Review

MPS Policy 5-9A Council shall consider proposals to establish commercial uses in the Lower Density Residential Zone and Multi-unit Residential Zone, by development agreement, subject to the following criteria;

Requirement	Comment
(d) the proposal shall be located in a conversion of an existing building and/or new construction that meets the scale and character of the surrounding neighbourhood.	Proposal located in an existing building.
(e) any potential nuisance on the surrounding neighbourhood shall be limited by the nature of the use and/or restrictions placed on the use, such as screening, building design, and limits on hours of operation; and	Addressed in the proposed Development Agreement
(f) the proposal shall meet the development agreement policies of Section 6.3	See below

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:

Requirement:	Comment:
(a) Specify the development, expansion, alteration or change permitted	See section 2 of the proposed development agreement
(b) Specify the conditions under which the development may occur	Addressed throughout the proposed agreement
(c) set terms by which Council may amend or terminate and discharge the agreement	See section 10 and section 20 of the proposed development agreement.

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 -

MPS Policy 6-19 Council shall not amend the land use bylaw or approve a development agreement unless Council is satisfied the proposal;



COUNCIL MEETING

RFD

Date: January 22nd, 2025

Requirement	Comment
<i>(a) Is consistent with the intent of this Municipal Planning Strategy</i>	Yes
<i>(b) Does not conflict with any Municipal or Provincial programs, bylaws, 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 to absorb public costs related to the project</i>	N/A
<i>ii. Impacts on existing drinking water supplies, both private and public</i>	N/A
<i>iii. The adequacy of central water and sewer services and equipment</i>	Adequate services available
<i>iv. The creation of excess traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal.</i>	Any concerns have been addressed in the Development Agreement
<i>v. The adequacy of fire protection services and equipment</i>	Adequate fire protection services and equipment
<i>vi. The adequacy of proximity to schools and other community facilities</i>	N/A
<i>vii. 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 known pollution problems created or worsened
<i>viii. The potential to create flooding or serious drainage issues; including within the proposal site and in nearby areas</i>	No flooding issues identified.
<i>ix. Impacts on sensitive environments, as identified on Schedule B</i>	No sensitive environments impacted
<i>ixA. Impacts on wildlife corridors</i>	No wildlife corridors impacted.
<i>x. Impacts on know wildlife habitat for species at risk</i>	No at-risk species habitat risks present
<i>xA. Risks presented by geohazards</i>	No geohazards risks present
<i>xi. The suitability of the site in terms of grades, soils and geological conditions, the location of watercourses and wetlands, and proximity to utility right-of-way;</i>	Site is suitable.
<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 hat could place limits on existing operational procedures.</i>	No known negative impacts.

Attachment B: Provincial Policy Review

Nonconforming use of land

- 238** (1) *A nonconforming structure, nonconforming use of land or nonconforming use in a structure, may continue if it exists and is lawfully permitted at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law.*
- (2) *A nonconforming structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land use by-law, if the*
- (a) *nonconforming structure was lawfully under construction and was completed within a reasonable time; or*
 - (b) *permit for its construction was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time.*
- (3) *A nonconforming use in a structure is deemed to exist at the date of the first publication or posting of the notice of intention to adopt or amend a land-use by-law if*
- (a) *the structure containing the nonconforming use was lawfully under construction and was completed within a reasonable time;*
 - (b) *the permit for its construction or use was in force and effect, the construction was commenced within twelve months after the date of the issuance of the permit and the construction was completed in conformity with the permit within a reasonable time;*
 - (c) *the use was permitted when the permit for the structure was granted and the use was commenced upon the completion of construction.*
- (4) *This Act does not preclude the repair or maintenance of a nonconforming structure or a structure containing a nonconforming use.*
- (5) *A change of tenant, occupant or owner of any land or structure does not of itself affect the use of land or a structure.*

1998, c. 18, s. 238; 2024, c. 3, s. 95.

Comment:

The Land Use Bylaw was adopted in 2018. According to section 238 clause 3(c) states the establishment is permitted as a non-conforming use as the use was not regulated, and therefore permitted, at the time the occupancy permit was issued.

Non-conforming use in a structure

- 241** (1) *Where there is a nonconforming use in a structure, the structure may not be*
- (a) *expanded or altered so as to increase the volume of the structure capable of being occupied, except as required by another Act of the Legislature;*
 - (b) *repaired or rebuilt, if destroyed or damaged by fire or otherwise to the extent of more than seventy-five percent of the market value of the building above its*



COUNCIL MEETING

RFD

Date: January 22nd, 2025

foundation, except in accordance with the land-use by-law and after the repair or rebuilding it may only be occupied by a use permitted in the zone.

- (2) *Where there is a nonconforming use in a structure, the non-conforming use*
- (a) *may be extended throughout the structure;*
 - (b) *may not be changed to any other use except a use permitted in the zone;*
 - (c) *may not be recommenced, if discontinued for a continuous period of six months.*

1998, c. 18, s. 241.

Comment:

If any non-conforming use ceases operation for 6 months or longer, it is no longer considered an active use of the land and therefore loses the non-conforming status. Any appends to recommence or re-develop the land must meet the current requirements of the Land Use Bylaw.

Attachment C: Street Images



Close



Attachment D: Current Zoning Map



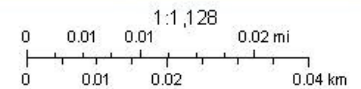
10/25/2024, 10:54:08 AM

Zoning Cumberland

 Lower Density Residential Zone (RLow)

 Multi-unit Residential Zone (RMul)

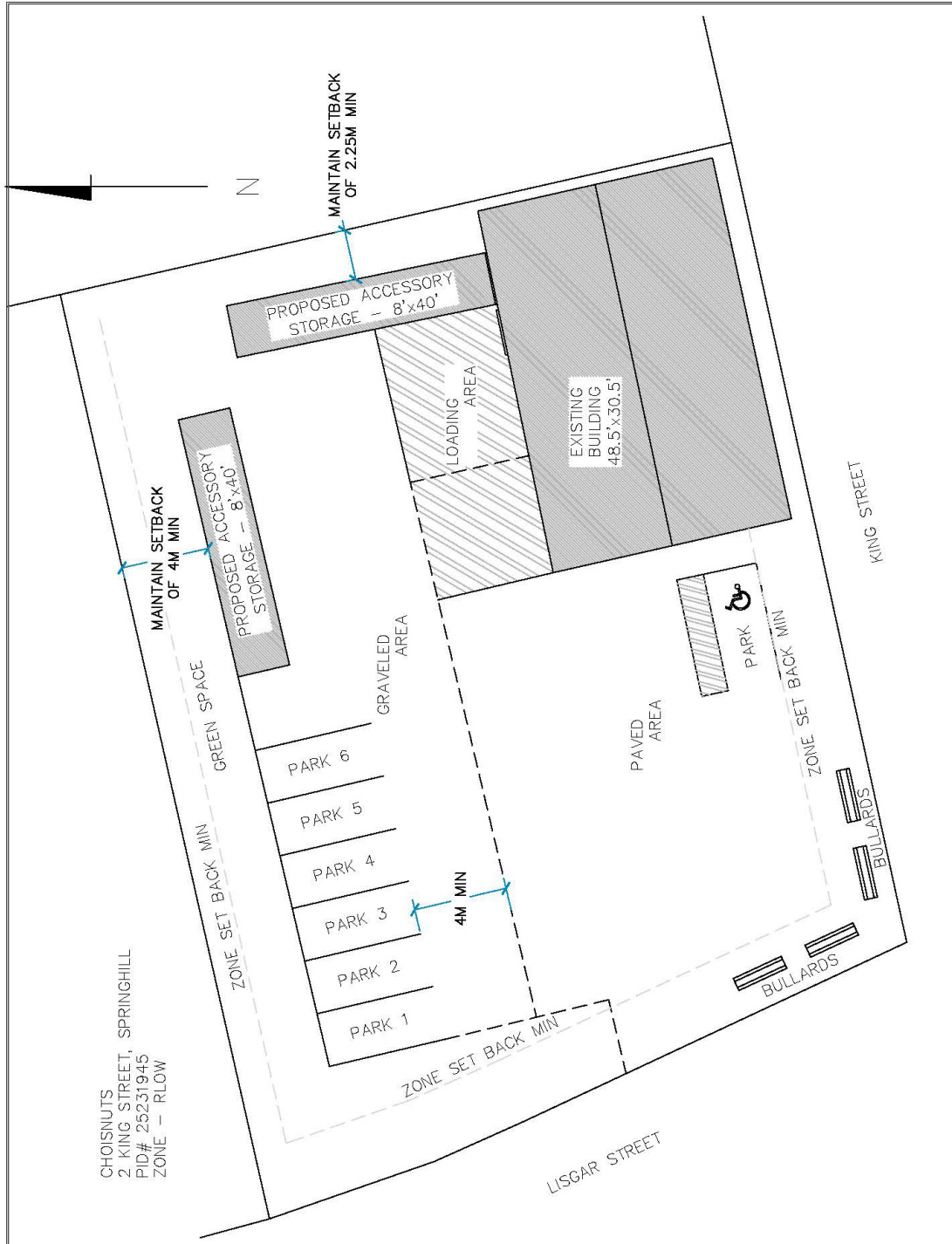
 Urban Industrial Zone (IND)



Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACFC, NRCAN, Senne Nova Scotia

ARCGIS Web AppBuilder
Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, USGS, AACFC, NRCAN, Senne Nova Scotia

Attachment E: Draft Site Plan





COUNCIL MEETING

RFD

Date: January 22nd, 2025

Attachment F: Proposed Development Agreement

Please see agreement attached separately.

**DEVELOPMENT AGREEMENT
2 King Street, Springhill, NS**

This Agreement made this _____ Day of _____, 2025.

Between

Choisnut's Tire & Auto Parts Incorporated,
Owner of Property located at 2 King Street,
Springhill NS (PID 25231945) (hereinafter called
the "Property Owner").

Of the First part

-and-

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

Of the Second part.

WHEREAS the Property Owner wishes to use the properties at 2 King Street (PID 25231945) which is currently zoned Lower Density Residential (RLow) ("the Properties"), further described in Schedules A, for Commercial Uses; and

WHEREAS Policies 5-9A, and 6-11 of the Municipal Planning Strategy (September 2020) and Section 8.1.4(a) of the Land Use By-law (September 2020) allow Municipal Council to consider the proposed development on the Property by Development Agreement; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the _____ Day of _____, 2025 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 Property:

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' – Site Plan

2. PERMITTED USES

That the development on the Properties shall be limited to:

- a) Retail Store
- b) Personal Service Shop
- c) 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.
- d) Renovation, repair, or relocation of existing commercial buildings, in accordance with the Land Use Bylaw.
- e) Renovation, repair, rebuild or relocation of existing infrastructure required for safe operation of the commercial use, including but not limited to roads networks and vehicle parking, in accordance with the Land Use Bylaw.
- f) Outdoor Display shall not be a permitted use.
- g) Outdoor Storage may be a permitted use, pursuant to section 5a) of this agreement.

3. BUILDING CHARACTERISTICS

- a) The height and massing of each building and structure shall, in the opinion of the Development Officer, be in accordance with the site plan as shown in Schedule B.
- b) 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 and/or the National Fire Code.

4. SETBACKS, SEPERATIONS, AND SCREENING

- a) Setbacks for all new development shall be no less than;
 - i. A minimum of four (4) meters from the Northern property line
 - ii. A minimum of 2.25 m from the Eastern property line
 - iii. Three (3) meters from the Southern and Western side property line
- b) No fence, sign, hedge, shrub, bush or tree, or any other structure, vehicle, or vegetation shall be erected, placed, or permitted to grow to a height greater than 0.6 metres above grade within the corner lot sight triangle, as defined in the Land Use Bylaw.
- c) Visual Screening shall be required along the Eastern property line. Visual Screening may be in the form of:
 - i. Opaque fencing a minimum of 2m in height; and/or
 - ii. Vegetative screening of coniferous plants, grown and maintained to be a minimum of 2m in height.
 - iii. An Outdoor Storage Structure, subject to the requirements of Section 5 of this agreement.
- d) A variance of up to 20% may be considered at the discretion of the Development Officer prior to issuance of a Development Permit.

5. OUTDOOR STORAGE STRUCTURE

- a) A maximum of two (2) outdoor storage facilities shall be permitted on the property
- b) All outdoor storage facilities shall be in an enclosed structure.
- c) Outdoor storage facilities shall not exceed 97sqm in gross floor area and 3.5m in height and must maintain a minimum setback of 6m from all property lines and structures.
- d) Vehicles and vehicular bodies shall be permitted as an outdoor storage facility, subject to 5(e) of this agreement.

- e) Vehicles or vehicular bodies that are used as an outdoor storage facility are required to be blocked, tied-down, skirted, and cladded and constructed in accordance with Nova Scotia Building Code.
- f) Any Outdoor Storage Facilities will be subject to section 3.2.4 of the National Fire Code of Canada 2015.

6. 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, building 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.
- c) Signage lighting shall not be illuminated outside of operation hours.

7. PARKING AND ACCESS

- a) The Property Owners shall be responsible for the design, construction and maintenance of driveways and parking areas.
- b) The Property Owners shall limit vehicular access to the property to one (1) commercial driveway on Lisgar Street, subject to approval from the Department of Public Works.
- c) The property owners shall provide parking for the commercial building, allocating 1 parking space per 30m² gross floor area., but no less than 5 spaces, in addition to one accessible parking space.
- d) Parking stall dimensions shall be subject to section 3.8 of the Nova Scotia Building Code Regulations
- e) The Property Owners shall provide a demarcation between the parking area and the Public Street. Demarcation shall;
 - a. be in the form of a grass strip or, moveable concrete curbs.
 - b. be not more than 0.6m above grade within the Corner Lot Sight Triangle, in accordance with section 4b) of this agreement.

- f) The Property Owners shall provide pedestrian connection to the primary customer entrance of the building from the nearest street right-of-way by means of barrier-free accessible walkways at least 1.5m in width.

8. SIGNAGE

- a) The Property Owners shall be permitted to provide signage for the Commercial Use.
- b) Signage shall be limited to two (2) signs on the lot at any one time and shall meet the following size requirements.
 - a. Wall signs shall not exceed 6sqm or less in area.
 - b. Ground sign shall not exceed 6sqm or less in area and a maximum height of 5m.
- c) Backlit wall signs shall only be affixed to the west-facing side of the building.
- d) Wall signs shall not be located above a height of 3 metres above grade at the wall upon which it is affixed
- e) Wall signs shall not extend beyond the wall to which they are affixed.
- f) Signage shall not be illuminated except by a shielded downlight oriented such that it shines directly on the sign and there is no light trespass on neighbouring properties.
- g) Notwithstanding clause 8c of this agreement, backlight signs may be permitted, in accordance with section 6 of this agreement.
- h) Ground signs cannot be located within the corner lot sight triangle.

9. MAINTENANCE

- a) The Property Owners shall ensure that all structures 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 the driveway and parking area are maintained to a condition which provides safe vehicular travel.

- c) The Property Owners shall ensure signage is maintained in accordance with section 7.2 of the Land Use Bylaw, Sign Maintenance and Abandoned Signs.

10. MUNICIPAL CENTRAL SERVICES

- a) The Property Owners shall be responsible for securing connection to the Springhill Municipal Sewage System and Central Water System and/or any upgrades which may be required.

11. 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. Expansion of the commercial building, subject to a location certificate and section 4 of this agreement.
 - iii. Addition and/or removal of Outdoor Storage Structure 2, indicated in Schedule B, in accordance with section 4c) of this agreement.
- 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. An expansion of the commercial building that increases the building footprint.

- 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. COSTS

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.

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.

17. 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.

18. 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.

19. 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.

20. 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*.

21. 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.

22. OWNERSHIP

The signatory of this Agreement below on behalf of the Property Owner, Choisnut's Tire & Auto Parts Incorporated, certify that Choisnut's Tire & Auto Parts Incorporated is the sole owner of PID 25231945 as described in Schedule A, having received the deed from David Brown, dated May 31, 2023, and that the Property Owners 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

CHOISNUT'S TIRE & AUTO PARTS
INCORPORATED

**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 Choisnut’s Tire and Auto Parts Incorporated, 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) Choisnut’s Tire and Auto Parts Incorporated
 This _____ day of _____)
 A.D. 2025, 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 **Choisnut's Tire and Auto Parts Incorporated**, 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

PID 25231945

ALL that certain parcel or tract of land situate in the Town of Springhill, County of Cumberland, Province of Nova Scotia, described as follows:

BEGINNING at a stake at the intersections of Lisgar Street and King Street, in the Town of Springhill, being the north side of King Street to the eastern boundary of Lisgar Street;

THENCE northerly along Ryan western line one hundred and four feet (104') to a pin, said pin being the southwest corner of the Thompson Ryan property;

THENCE northerly along the Ryan western line one hundred and eight feet (108') to a pin, said pin being the southeast corner of Harold Embree lands;

THENCE westerly along the Embree south boundary one hundred and four feet (104') to a pin;

THENCE southerly a distance of one hundred and eight feet (108') to the place of beginning.

BEING that land conveyed from Cumberland Bus Line (1987) Limited to A.H. Brown Funeral Service Limited by Deed dated August 1, 1994 and recorded in Book 623 at Page 711 on January 23, 1995 at the Registry of Deeds for the County of Cumberland at Amherst NS.

The description for this parcel originates with a deed dated September 16 1946, registered in the registration district of Cumberland County in Book 199 at page 51 and the subdivision is validated by Section 291 of the Municipal Government Act.

Schedule B: Site Plan

