



STAFF REPORT

Planning and Development

Subject: *Application for a Development Agreement to enable heavy equipment storage, maintenance, and repair uses at 5964 Highway 3 (PID 90327230).*

To: Municipality of Argyle CAO and Council

Date Prepared: May 9, 2025

Related Motions: None

Prepared by: Erin Sauve, MCIP, LPP, Senior Planner, WSP

Reviewed by: Courtney Laurence, RPP, MCIP, Atlantic Planning Manager, WSP

Summary

The Municipality of the District of Argyle has received a Development Agreement (DA) application to enable heavy equipment storage, maintenance, and repair uses at 5964 Highway 3 (PID 90327230), Glenwood.

The purpose of this report is to consider entering into a Development Agreement to permit the proposed uses on the subject property.

Financial Impact Statement

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

Recommended Motion

Municipality of Argyle Planning Advisory Committee recommends that Council:

- Give notice of motion to consider the proposed Development Agreement, as set out in Attachment A of this report, to allow the existing building on site to be used for heavy equipment storage, maintenance, and repair at 5964 Highway 3 (PID 90327230); and
- Authorize Staff to schedule a public hearing for the application.

Subject Property & Background

The subject property is located at 5964 Highway 3 (PID 90327230), Glenwood, Nova Scotia. As illustrated on Figure 1, the total size of the subject property is approximately 23 ac (9.31 ha). The lot frontage of the subject property is approximately 1,780.81 ft (542.79 m) and is accessed from Highway 3 via a private driveway.

As illustrated in Figure 2, the subject property currently has a new 30' x 50' building (garage). The remainder of the property is well-treed and vacant.

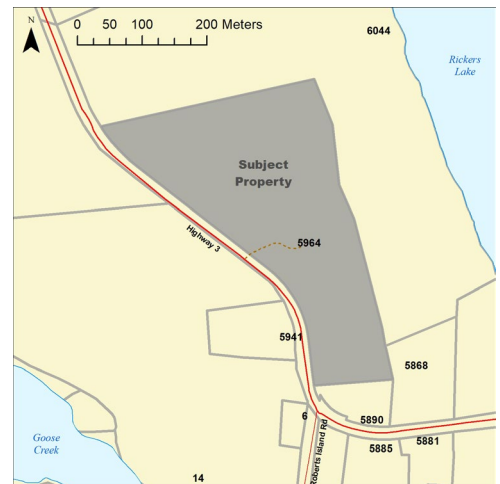


Figure 1: Subject Property, 5964 Highway 3 (PID 90327230), Glenwood

To the north of the subject property are large, well-treed properties with single-unit residential dwellings and further north-east is Rickers Lake. Immediately to the south of the subject property is a single-unit residential dwelling and further south-east is a community hall. West of the subject property are mostly vacant wooded lands with one property occupied by a single-unit residential dwelling. The existing garage is setback from Highway 3 and adjacent properties to allow for maximum separation and a large, vegetated buffer from the adjacent residential dwellings.

Policy Analysis

WSP and Staff have reviewed the application based on the applicable policies contained in the Municipal Planning Strategy (MPS).

Existing policies in the MPS allow Council to consider a heavy equipment storage, maintenance, and repair use through a Development Agreement, without requiring amendments to the Municipal Planning Strategy. Appendix B contains a preliminary table of the evaluative criteria from the enabling policies within the MPS which relate to this proposal.

Discussion

The majority of nearby properties along Highway 3 are currently zoned Coastal Community (CC) (Figure 3), with predominantly existing residential dwellings and some community uses. The remainder of the surrounding land is vacant, wooded areas. The subject property is currently occupied by one existing building being used as personal storage.

When reviewing and evaluating the suitability of potential Land Use By-law Amendments, one of the most important considerations is the potential impact that a proposed use could have on the existing, predominant uses and if there is a potential for conflict in land uses. Many of the uses permitted within the Coastal Community (CC) zone are predominantly residential with some commercial and industrial uses. Certain types of industrial uses, as a result of their operations, can cause odours, noise, traffic, and other negative effects on nearby residential uses, making them incompatible for certain sites. The Land Use By-law includes two types of industrial uses- light and heavy. Uses that are less impactful are generally considered within the light category and those which are more impactful in the heavy category. In this case, the proposed development would be for a light industrial use.

The applicant has suggested that the heavy equipment storage, maintenance, and repair use would be a gross floor area of 1,200 square feet and would be located within the existing building on the property. Staff understands that the



Figure 2: Current Site Context, 5964 Highway 3 (PID 90327230), Glenwood

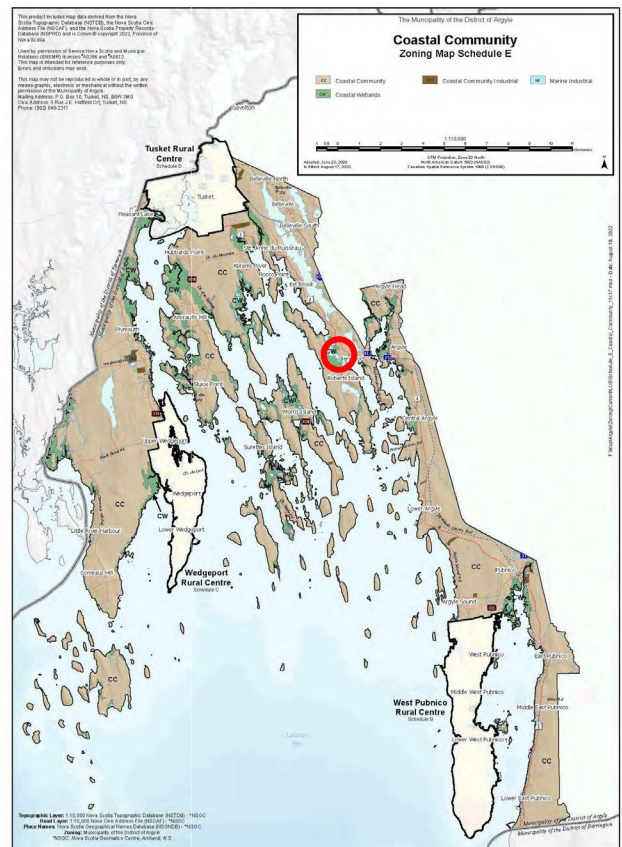


Figure 3: Current Zoning Map for the Coastal Community, Schedule E



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overall intent of the application is to permit the use of the existing building for heavy equipment storage, maintenance, and repair use, which is currently not permitted under the current zoning of the subject property.

Based on the above information, Staff feels the proposal is sufficiently consistent with the intent of the Municipal Planning Strategy (MPS) to proceed to a public hearing. A review of policies contained in the MPS is indicated in more detail in Appendix B, and may be subject to modification prior to the final staff report.



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Public Participation

Staff will comply with Public Participation Policies of the Municipal Planning Strategy when processing this application. As per Section 206 of the *Municipal Government Act*, a public hearing is required when entering into a Development Agreement to provide an opportunity for the community to comment on the application at hand.

Figure 4 illustrates the general process followed by the Municipality for a Development Agreement application. A sign was placed on the subject property notifying residents that an application has been received by the Municipality on May 12th. A public notice will be placed on the Municipality's website, notifying the public of the public hearing two weeks in advance of said hearing.

Staff will mailout a notice of application to all property owners within 152 meters of the subject property and a public hearing will be held prior to the decision of Council.

The public is encouraged to request additional information and clarification from Staff leading up to the public hearing if they have any questions.

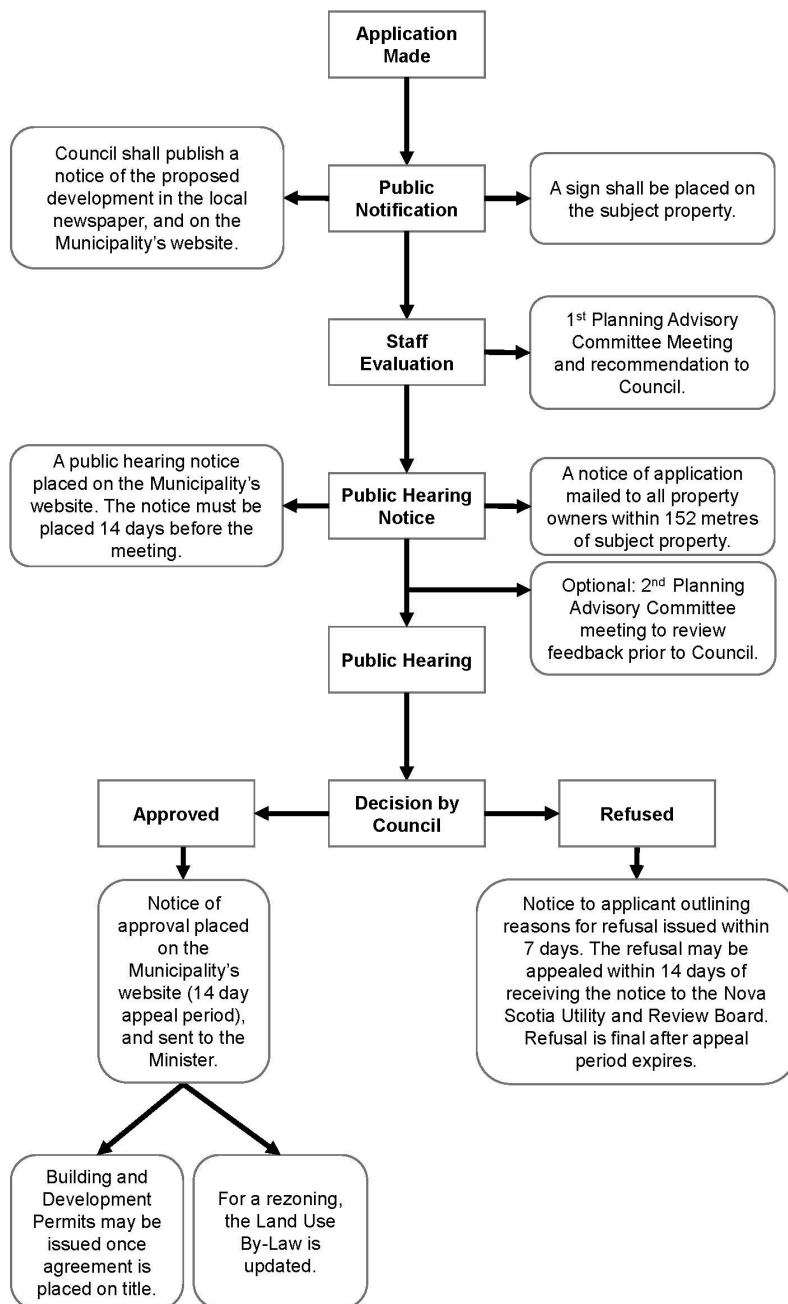


Figure 4: Process Diagram for a Rezoning or Development Agreement Application



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Conclusion

Staff will continue to review the application by Carter Reuben Doucette to apply for a Development Agreement to allow for the use of the existing building for heavy equipment storage, maintenance, and repair. The applicant's proposal will be evaluated using all applicable policies in the Municipal Planning Strategy.

Recommendation

That Council give initial consideration to the Development Agreement for the subject property to enable the use of the existing building for heavy equipment storage, maintenance, repair.

Alternatives

1. The Council may refuse the proposed Development Agreement, and **in doing so, must provide reasons why the proposed development does not reasonably carry out the intent of the Municipal Planning Strategy.**

Attachments

Attachment A - Draft Development Agreement

Attachment B - Policy Evaluation Table



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Appendix A: Draft Development Agreement

Development Agreement
Municipality of the District of Argyle and Carter Reuben Doucette
May 2025

DEVELOPMENT AGREEMENT

TO PERMIT HEAVY EQUIPMENT STORAGE,
MAINTENANCE, & REPAIR AT 5964 HIGHWAY 3,
GLENWOOD, PID NO. 90327230

THIS AGREEMENT MADE THIS _____ DAY OF MAY 2025

BETWEEN:

CARTER REUBEN DOUCETTE, of Eelbrook, Province of Nova Scotia
(hereinafter called the "Developers")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE DISTRICT OF ARGYLE, a body corporate
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developers have good title to lands situated on 5964 Highway 3, in Glenwood, Nova Scotia known as Property Identification (PID) Number 90327230 (hereinafter called the "Property") and as more particularly described in Schedule "A" of this Agreement;

AND WHEREAS pursuant to Policy 3.3.7 of the Municipality of the District of Argyle's Municipal Planning Strategy, the Developers have requested that a development agreement be entered into to permit the Property to be used for heavy equipment storage, maintenance, and repair (hereinafter called the "Development");

AND WHEREAS the Municipality, by a resolution of Council passed on the xxth day of June 2025 approved this Development Agreement to permit the Development.

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



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Development Agreement
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May 2025

PART 1: DEFINITIONS

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

PART 2: GENERAL REQUIREMENTS

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

PART 3: DEVELOPMENT OF THE PROPERTY

3.1 Land Use

- 3.1.1 Only the following uses shall be permitted on the Property:
 - a) all uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time, in addition to any other uses permitted by this Agreement;
 - b) the use of the existing building shown in Schedule B for heavy equipment storage, maintenance, and repair; and
 - c) accessory structures, and parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time.
- 3.1.2 Permitted principal uses shall be fully contained within an enclosed building.
- 3.1.3 The Development shall not be operated in manner that will generate emissions such as noise, dust, radiation, odours, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard, or create a nuisance to the adjacent properties.

3.2 Building and Site Requirements

- 3.2.1 Onsite Services
Installation of an on-site septic system is subject to the approval of the Nova Scotia

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Department of Environment and Climate Change. Any on-site servicing including any wells and septic systems must be installed and maintained in manner that complies with Provincial regulations.

3.2.2 Parking and Loading Areas

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

3.2.3 Traffic and Vehicle Access

Any proposed change to the existing driveway access or use of the property is subject to approval by the Provincial Traffic Authority.

3.2.4 Outdoor Lighting

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

3.2.5 Outdoor Storage

- a) Outdoor storage shall not occur within a front yard and shall be screened by buildings, natural landforms, existing or planted vegetation, an opaque fence or combination of such screening so as not to be visible from the travelling public or abutting residential, institutional, or recreational uses in any zone.

3.3 Operation and Maintenance of Property

3.3.1 All structures shall be maintained in good repair and in a tidy and usable state.

3.3.2 Any refuse, composting, or recycling container shall be screened from public view and not situated within 6.0 m of any residential property abutting the development; and

3.3.3 The Property shall be kept free from litter and debris, and appropriate waste and recycling receptacles shall be provided in accessible locations and serviced, maintained, and emptied as required.

3.4 Development Permit

3.4.1 The Development Officer shall not issue a development permit until:

- a) Nova Scotia Department of Public Works has granted positive recommendation on all transportation issues within their responsibility and has given their approval, if any is required.
- b) Payment for all required permit fees, registration of the document at the Registry of Deeds, and costs associated with advertising and processing the application have been received by the Municipality.

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



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

PART 4: VARIANCE

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

PART 5: AMENDMENTS

- 5.1 Any amendment to this Agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 5.2 The following shall be considered non-substantive matters:
- a) the addition, removal or relocation of accessory buildings or structures;
 - b) matters dealing with time limits noted in Part 7 of this Agreement;
 - c) matters dealing with changes to parking, signage, clearing, grading or landscaping; and
 - d) changes to the permitted use of the property that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Public Works and Nova Scotia Department of Environment and Climate Change.
- 5.3 Substantive matters shall relate to any matter not identified in 5.2 of this Part. Changes to substantive matters will require approval of Council following a Public Hearing.

PART 6: IMPLEMENTATION

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

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Bridgewater, Nova Scotia and shall form a charge or encumbrance upon the Property as described in **Schedule A** attached hereto.

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

PART 7: TIMING

- 7.1 The Property Owner shall sign this Agreement within ninety (90) days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board.
- 7.2 The Developers shall apply for any required development permit, building permit and or occupancy permit as required for the proposed heavy equipment storage, maintenance & repair uses within two (2) years of entering into this Agreement.
- 7.3 If the Developers fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use By-law.
- 7.4 The Municipality may consider an extension to any of the time limits specified in this part and may, by Resolution of Council, extend any of the time limits specified in this part.

SCHEDULES

- A Legal description of property
- B Site Plan



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Development Agreement
Municipality of the District of Argyle and Carter Reuben Doucette
May 2025

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

SIGNED, SEALED & DELIVERED
in the presence of:

)	<u>DEVELOPER</u>
)	
)	
)	
_____)	_____
Witness)	Carter Reuben Grant
)	
)	
)	
)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
)	<u>ARGYLE</u>
)	
)	
)	
_____)	_____
Witness)	Municipal Clerk
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of June 2025, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the developer, one of the parties thereto, caused the same to be executed in their name in his/her presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of June 2025, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement who having been by me duly sworn, made oath and said that the Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.

A Barrister of the Supreme Court of Nova Scotia



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SCHEDULE A

PID 90327230

This agreement applies to property identified by PID 90327230 and further described by Plan filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.

Municipality/County: Municipality of the District of Argyle/Yarmouth County
Registration County: YARMOUTH COUNTY

Street/Place Name: NO 3 HIGHWAY /GLENWOOD

Title of Plan: FINAL PLAN OF SUBDIVISION OF LANDS OF RONALD TRACY CROWELL AND SANDRA LYNN CROWELL LOT 1 AND LOT 2 LOCATED AT 5890 HIGHWAY 3 TRUNK 3 GLENWOOD YARMOUTH COUNTY NOVA SCOTIA

Designation of Parcel on Plan: LOT 1

Registration Number of Plan: 102264786

Registration Date of Plan: 2013-01-08 13:39:58

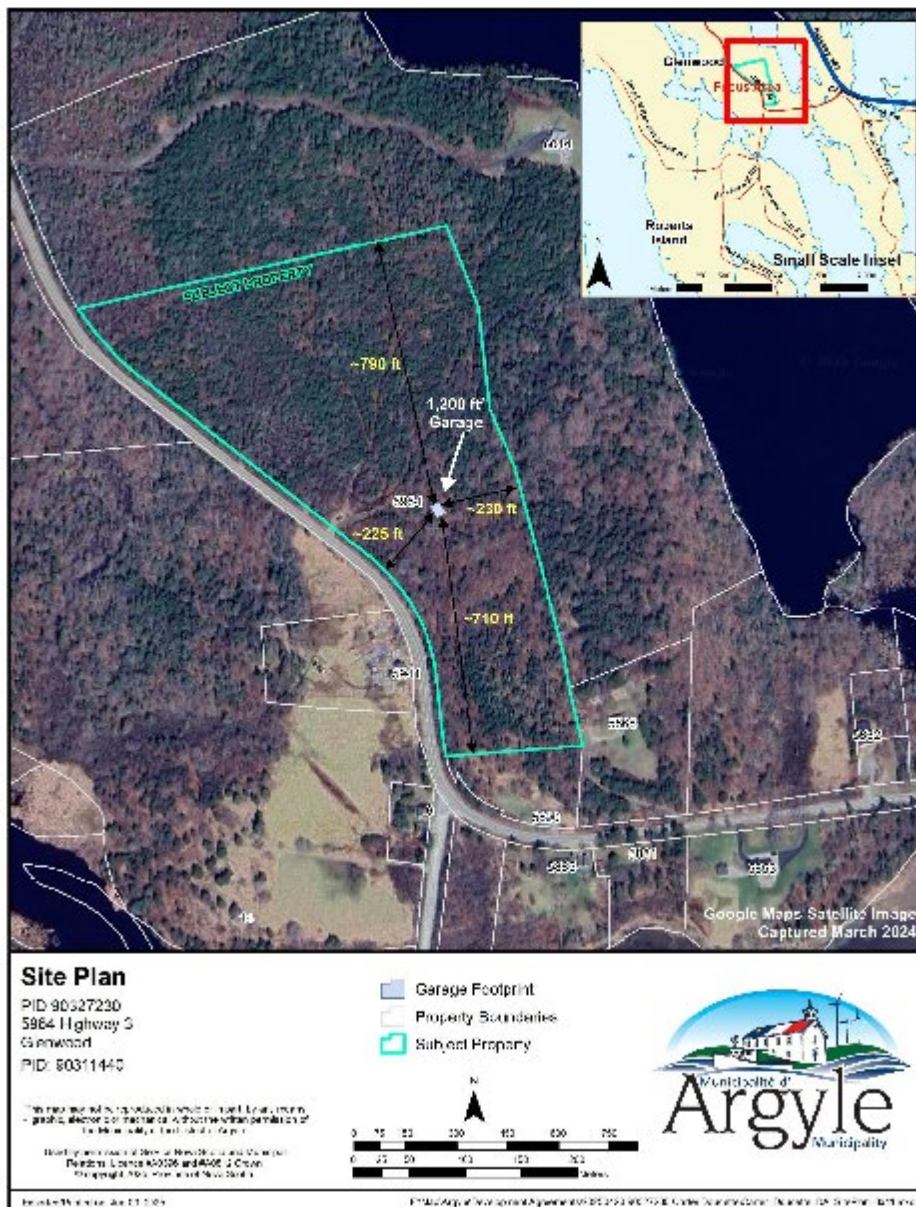
SUBJECT TO a Power Easement dated May 15, 1930, and duly recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on April 1, 1937, in Book EL at Page 7, as Document # 173.

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SCHEDULE B - Site Plan





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Appendix B: Policy Evaluation

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

Applicable Policies	Staff Comments
Policy 3.3.1: It shall be the policy of Council to designate sections of the mainland and all islands as Coastal Communities (CC) on the Generalized Future Land Use Maps to accommodate growth and development in a manner similar to the Rural Centres.	The subject site is within the Coastal Communities (CC) designation.
Policy 3.3.3: It shall be the policy of Council that the intent of the Coastal Communities (CC) designation and zone is to accommodate a wide range of residential, institutional, commercial, industrial, agricultural, recreational and utility uses.	The subject site is within the Coastal Communities (CC) designation, and as per the Land Use By-law, the proposed use of the site is light industrial.
Policy 3.3.7: It shall be the policy of Council that Council may consider the following uses by development agreement, pursuant to the requirements of Policy 13.14, in the Coastal Community (CC) Zone: dd) Heavy equipment storage, maintenance & repair	The subject site is within this zone and the proposed use of the site is heavy equipment storage, maintenance & repair.
Policy 8.6.4: It shall be the policy of Council to permit compatible Light Industrial uses in the Coastal Communities (CC) Zone, the Light Industrial (LI) Zone, the Business Park (BP) Zone, and the Rural Development (RD) Zone.	The proposed land use is a light industrial use and is consistent with established uses in the area.
Policy 13.12: To enter into development agreement pursuant to the <i>Municipal Government Act</i> on the terms and conditions set forth in this Municipal Planning Strategy and a development agreement shall: 13.12.1 specify the development, expansion, alteration, or change in use permitted; and 13.12.2 specify the conditions under which the development may occur; and 13.12.3 set forth the terms by which Council may terminate the agreement. 13.12.4 The provisions of the Land Use By-law shall prevail after discharge of any agreement.	The required provisions are contained in the draft development agreement.
Policy 13.14: To consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy, when considering amendments to the Land Use By-law, or proposals for development agreements: 13.14.1 That a development permit may be issued for any existing use on the lot for which the development agreement or amendment has been requested; and 13.14.2 That the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Municipal By-laws and regulations, except where the application is for a development agreement and the	The proposed development conforms to the intent of the MPS.



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requirements of the Land Use By-law need not be met; and

13.14.4 That the proposal is not in conflict with Municipal or Provincial programs in effect in the Municipality; and that the proposal is not premature or inappropriate by reason of the:

- a)** financial ability of the Municipality to absorb costs related to the development; or
- b)** adequacy of sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or
- c)** creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or
- d)** adequacy of storm drainage and effects of alteration to drainage patterns, including the potential for creation of a flooding problem; or
- e)** suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; or
- f)** adequacy and proximity of school, recreation and other community facilities; or
- g)** adequacy of road networks in, nearby, and leading to the development, regarding congestion and traffic hazards; and
- h)** That the proposal provides adequate off-street parking to prevent congestion, nuisance and inconvenience in the area; and
- i)** The hours of operation are appropriate for the neighbourhood; and
- j)** That the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding and shape, and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and
- k)** That the proposal will not significantly alter the character or stability of the surrounding neighbourhood.

a) No financial impacts are expected to the Municipality from the proposed development.

b) This is a conversion of an existing development. The application was circulated to staff and no on-site servicing concerns were identified. Any required on-site services, including any upgrading would be subject to requirements of the NS Environment and Climate Change.

c) No concerns are expected from the proposed development as it uses an existing building and infrastructure. Grading, clearing and/or expansion of uses will require an amendment to the DA.

d) No drainage concerns are expected from the proposed development as it is conversion of an existing building.

e) Proposed development is to reuse an existing building and is for change of use only. No impacts to the existing utility easements are anticipated.

f) Proposed development will not impact capacity nor operation of schools and community facilities, and it is not in close proximity.

g) No significant impacts are expected to the transportation network from the proposed development.

h) Site has adequate room for parking.

i) The operation is not expected to generate significant evening traffic.

j) The proposed development will reuse an existing structure.

k) The proposed development is not expected to be intrusive and is consistent with other uses occurring in the area.