



WEST HANTS REGIONAL MUNICIPALITY REPORT

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| Information <input type="checkbox"/> | Recommendation X | Decision Request <input type="checkbox"/> | Councillor Activity <input type="checkbox"/> |
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Will Hong, Planner

Date: May 27, 2025

Subject: File#24-11A Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069)

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommend that Council forward a positive recommendation by passing the following motion:

... that Council gives First Reading and holds a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at 60 Old Walton Road, Upper Burlington, PID 45168069 in a manner substantively the same as the draft set out in Attachment C of the report File #24-11 to the Planning and Heritage Advisory Committee report dated May 8, 2025.

... that Council requires that the development agreement with Matthew Moore be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

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|------------|--|--------------------------------------|---------------------------------|-----------------------------------|---|
| Property X | Public Opinion <input type="checkbox"/> | Environment <input type="checkbox"/> | Social <input type="checkbox"/> | Economic <input type="checkbox"/> | Councillor Activity <input type="checkbox"/> |
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A completed application was received from Matthew Moore on February 3, 2025. The application was to consider permitting an automotive repair shop on PID 45168069 at 60 Old Walton Road in Upper Burlington by development agreement.

DISCUSSION

A Public Information Meeting was held on February 5, 2025. During the meeting, members of the public asked about setbacks, erosion, drainage, noise, and decommissioning of solar panels.

On May 8, 2025, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). PAC/HAC recommended in favour of the development agreement.

During the meeting, a committee member raised concerns about the potential for the development to store derelict vehicles or vehicle parts on the property. With this concern in mind, staff later confirmed with the Development Officer that the permitted use of automotive repair shop listed in the development agreement doesn't include or allow the storage of salvage vehicle bodies, parts, or components of salvage vehicles or machinery on site. In addition, the current West Hants Land Use By-law doesn't permit salvage or scrap yards in any zone.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives, policies and criteria of the WHMPS. As a result, it is reasonable to enter into a development agreement to allow an automotive repair shop on PID 45168069 at 60 Old Walton Road.

Process

Public Information Meeting – April 2, 2025



Staff Review



PAC/HAC receives staff report and PIM Notes
Review and Recommendation – May 8, 2025



Council First Reading – May 27



Public Hearing & Second Reading – June 24*



Notice of Approval in Local Paper



14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality with regard to the filing of this report.

ALTERNATIVES

In response to this application, Council may:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of Council;
- provide alternative direction, such as requesting further information on a specific topic.

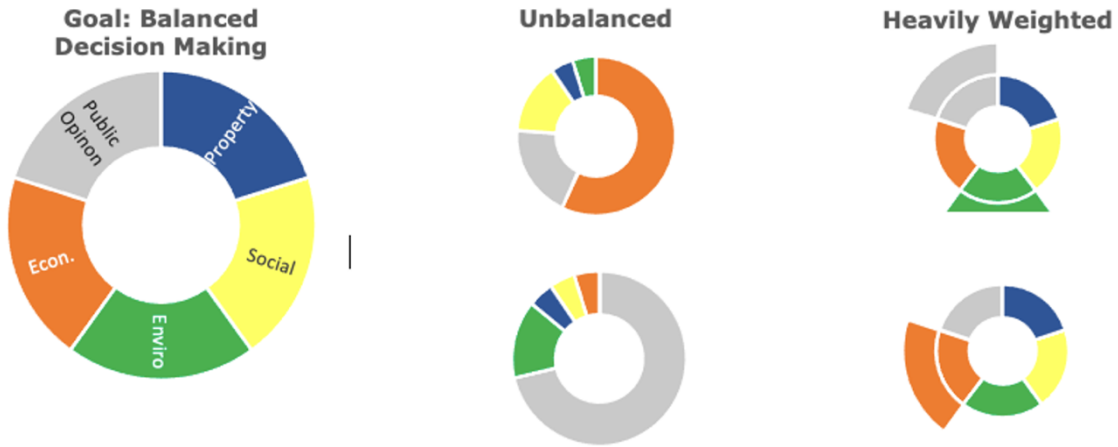
APPENDIX

Appendix A 2025-05-08 Staff Report – Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069)

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Council has been provided with a reference taken from the Meeting and Committee Procedural Policy , Appendix C “Decision Making by Council and Committee of the Whole” as a reminder of the principles highlighted for good decision making.



Report Prepared by: _____
Will Hong, Planner

Report Approved by: _____
Kari Fougere, Acting Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A - 2025-05-08 Staff Report – Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069)



WEST HANTS REGIONAL MUNICIPALITY REPORT

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|--------------------------------------|------------------|---|--|
| Information <input type="checkbox"/> | Recommendation X | Decision Request <input type="checkbox"/> | Councillor Activity <input type="checkbox"/> |
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Will Hong, Planner

Date: May 8, 2025

Subject: File#24-11 Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069)

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Staff recommend that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow an automotive repair shop at Old Walton Road, Upper Burlington, PID 45168069 in a manner substantively the same as the draft set out in Attachment C of the report File #24-11 to the Planning and Heritage Advisory Committee report dated May 8, 2025.

...that PAC/HAC recommends that Council require that the development agreement with Matthew Moore be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

| | | | | | |
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| Property X | Public Opinion <input type="checkbox"/> | Environment <input type="checkbox"/> | Social <input type="checkbox"/> | Economic <input type="checkbox"/> | Councillor Activity <input type="checkbox"/> |
|------------|--|--------------------------------------|---------------------------------|-----------------------------------|---|

A completed application was received from Matthew Moore on February 3, 2025. The application was to consider permitting an automotive repair shop on PID 45168069 on Old Walton Road in Upper Burlington by development agreement.

DISCUSSION

The subject lot PID 45168069 is a 1.50-acre of land designated Agriculture within the West Hants Generalized Future Land Use Map (GFLUM) (Figure 1) and zoned Agriculture Priority Two (AR-2) on Schedule A of the West Hants Land Use By-law (WHLUB) (Figure 2). This parcel has frontage on Old Walton Road, with approximately 220 ft.

Properties surrounding the subject lots are all designated Agriculture and zoned Agriculture Priority Two (AR-2). Nearby properties consist of single unit residences, farms, and a community centre.

Proposal

The property owners are proposing to enter into a development agreement to allow an automotive repair shop on the property. Attachment C contains the draft development agreement for the subject lot and the conditions under which the development may occur.

The automotive repair shop will be contained within an existing garage adjacent to the single unit dwelling where the applicant and his family reside. Permitted uses and development location are listed in Section 2.1, *Use*, and Section 2.2, *Development Location and Design*, of the draft development agreement.

The draft development agreement requires any refuse containers and outdoor parking for non-operating vehicles associated with the automotive repair shop be screened from abutting properties through either a natural buffer, walls or opaque fences with at least 6 ft. in height.

The properties are not serviced by Municipal water or sewer therefore any water supply or septic disposal required for the development would need to be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the property owners. The development will use the existing driveway access, and the draft development agreement requires the access must be maintained to a standard adequate to allow for access by emergency service vehicles.

Section 2.10, *Hours of Operation*, of the draft development agreement limits the proposed development to operate between 8:00 a.m. and 5:00 p.m. daily, Monday to Friday, inclusive. This hour of operation ensures that late-night disturbances to the adjacent dwellings will be minimized.

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement amendment.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the Municipal Planning Strategy and not any other criteria.

West Hants Land Use By-law

Section 6.0 of the WHLUB, *Development Agreements*, states that *“The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

- (s) Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the Agricultural Priority Two (AR-2) zone and the Agricultural Priority Three (AR-3) zone outside the Growth Centre, Village and Hamlet designations in accordance with Policies 8.9.4 and 8.10.5 respectively of the Municipal Planning Strategy;

West Hants Municipal Planning Strategy

WHMPS Specific Criteria

Policy 8.9.4 of the WHMPS establishes Council’s intention to consider Resource Industrial (M-1) uses in the Agricultural Priority Two (AR-2) zone. The automotive repair shop is a permitted use listed in the Resource Industrial (M-1) zone. This policy also outlines the criteria to be considered by Council, which are examined in detail in Attachment A.

In summary, the criteria are met since:

- an agrologist report was provided in accordance with Policy 8.6.1 and has determined that the development site has constraints which limit the use of land for agricultural purposes;

- the proposed uses will not compromise or adversely affect the surrounding properties regarding their operation or integrity of agricultural operations; and
- the development is compatible with adjacent land uses with respect to traffic generation and traffic safety and hours of operation.

WHMPS General Criteria

The proposed development will meet the general criteria for development agreements set out in WHMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated;
- the development control staff, Manager of Building and Fire Inspection Services, Manager of Public Works Operations and Nova Scotia Department of Public Works have no concerns which have not been addressed in this report or the development agreement.

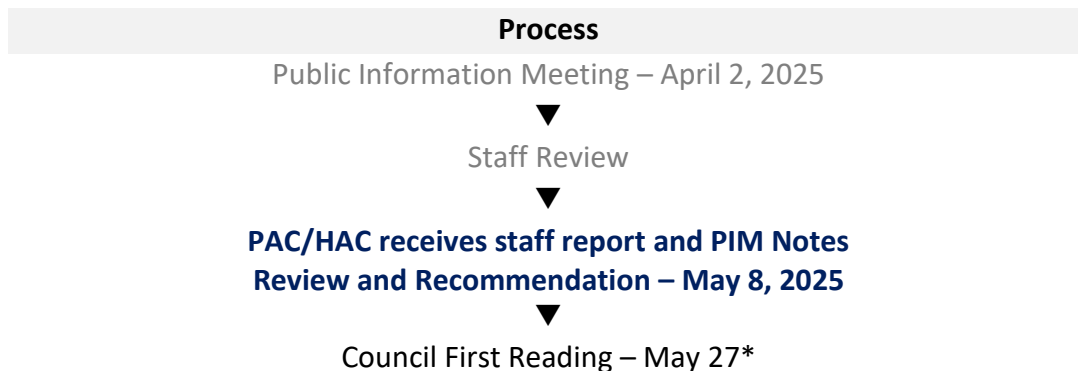
Staff have not yet received a reply from Fire Chief. Staff hope to have this response prior to the Planning and Heritage Advisory Committee meeting.

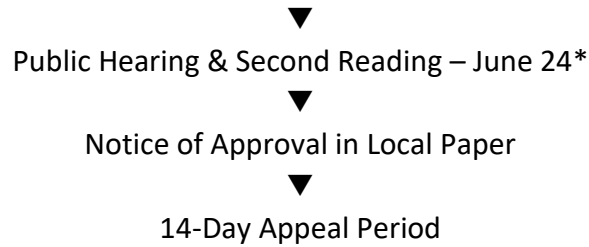
MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan Coastal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lot. Still, property owners are responsible for ensuring that their lot is suitable for the proposed uses.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives, policies and criteria of the WHMPS. As a result, it is reasonable to enter into a development agreement to allow a motor vehicle repair and service business on PID 45168069 on Old Walton Road.





*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality with regard to the filing of this report.

ALTERNATIVES

In response to this application, the PAC/HAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

| | |
|--------------|---|
| Figure 1 | West Hants GFLUM Extract |
| Figure 2 | West Hants Zoning Map Extract |
| Attachment A | Specific Criteria for a Development Agreement |
| Attachment B | General Criteria for a Development Agreement |
| Attachment C | Draft Development Agreement |
| Attachment D | Agrologist Report for PID 45168069 |
| Attachment E | Public Information Meeting Notes |

Report Prepared by: _____
Will Hong, Planner

Report Approved by: _____
Kari Fougere, Acting Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

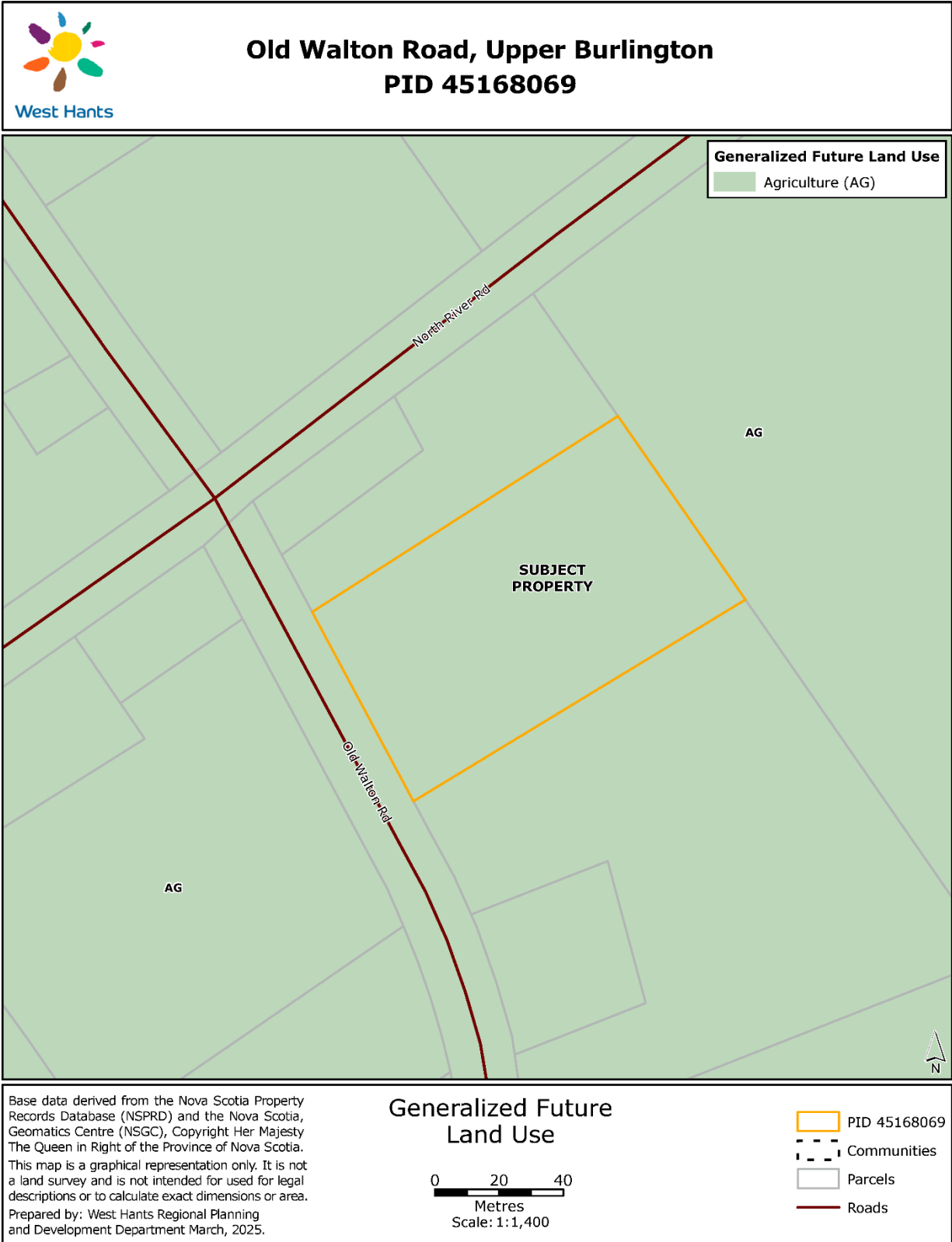
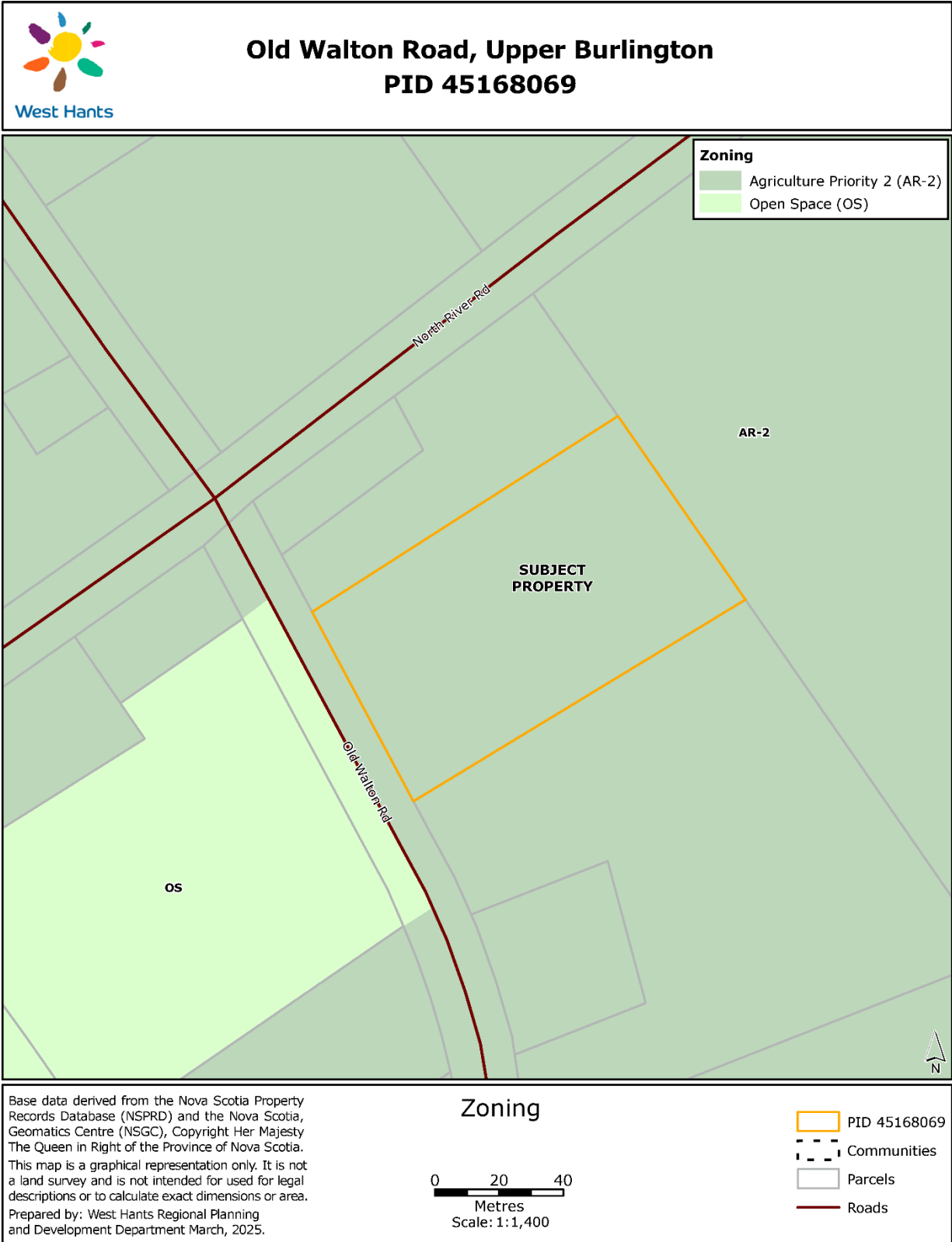


Figure 2 – West Hants Zoning Map Extract



Attachment A
Specific Criteria for Development Agreement

Policy 8.9.4 It shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the AR-2 zone by development agreement subject to the following:

| CRITERIA | COMMENT |
|--|---|
| <i>(a) the development site has been determined to have little or no agricultural capability in accordance with Policy 8.6.1;</i> | Please see summary below for Policy 8.6.1. |
| <i>(b) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i> | Please see summary below for Policy 8.6.1. |
| <i>(c) the predominant agricultural character of the area will not be adversely affected;</i> | Please see summary below for Policy 8.6.1. |
| <i>(d) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i> | The existing garage is approximately 70 ft. from the right lot line and 200 ft. from the rear lot line. These 20 ft. and 200 ft. setbacks are above the minimum setback and yard requirements in accordance with Section 5.1 of the WHLUB. The draft development agreement also requires that the property owner keeps refuse containers and non-operating vehicles screened from the abutting properties which may include landscaped buffer, fences, or walls. Therefore, there are adequate separation distance and buffering between agriculture and non-agricultural uses. |
| <i>(e) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i> | The automotive repair shop is proposed within an existing garage on the property, which limits the size of further expansion. The existing garage is of height and bulk that is consistent with the adjacent built form. In |

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| | <p>addition, the use is permitted in the Resource Industrial (M-1) and Policy 8.9.4 allows Council to consider this development in the Agriculture Priority Two (AR-2) zone. The proposed business would provide an alternative option of automotive repair service to the local residents and adjacent farmers in Upper Burlington area.</p> |
| <p><i>(f) safe and efficient roadway access is provided;</i></p> | <p>Old Walton Road is a provincially owned road under the jurisdiction of the Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding this criteria.</p> |
| <p><i>(g) adequate on-site parking is provided;</i></p> | <p>All parking required for the proposed uses must be provided on the subject lot. Parking requirements outlined in the draft development agreement ensure at least one parking space is provided for every 300 commercial area, therefore a minimum of three parking spaces are required for the proposed use. Plus, the parking spaces shall be a minimum of 10 ft. x 20 ft. (3.05 m. x 6.10 m.).</p> |
| <p><i>(h) the development is compatible with adjacent land uses with respect to:</i></p> | |
| <p><i>(i) traffic generation and traffic safety;</i></p> | <p>Old Walton Road is a provincially owned road under the jurisdiction of the Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding traffic generation or safety from this development.</p> |
| <p><i>(ii) hours of operation;</i></p> | <p>In the draft development agreement, the hours of operation would be limited to between 8 a.m. and 5 p.m. daily, Monday to</p> |

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| | Friday, inclusive. This hour of operation would be compatible with the adjacent residential uses, which ensures that late-night disturbances are minimized. |
| <i>(iii) size and design of building(s);</i> | In the draft development agreement, the proposed automotive repair shop will be entirely contained within the existing garage on the subject lot. Any change to the size of the garage building will be considered a substantive amendment to the development agreement and will require further review. |
| <i>(iv) signage; and</i> | Signage will be regulated under sections 5.18 the LUB which controls size, location, and number of signs. |
| <i>(v) pedestrian circulation and safety;</i> | No impact on pedestrian traffic or safety is anticipated. It is anticipated that people will drive to and from the subject lots for the proposed uses. It is not anticipated that people will walk to the property for the proposed use. |
| <i>(i) any other matter which may be addressed in a development agreement;</i> | All other matters are addressed elsewhere in this report. |
| <i>(j) Policy 16.3.1.</i> | Please see summary below for Policy 16.3.1. |

As stated in Policy 8.9.4 (a) the development site shall have little or no agricultural capability in accordance with Policy 8.6.1. Policy 8.6.1 is reviewed below.

Policy 8.6.1 It shall be the policy of Council to consider certain non-farm development, pursuant to the relevant specific policies of this Part, on land within the Agricultural designation that has been determined to have little or no agricultural capability. A determination of agricultural capability shall be based on the following:

| CRITERIA | COMMENT |
|-----------------|----------------|
|-----------------|----------------|

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| <p><i>(a) 90 percent or more of the development site is an existing or abandoned resource extraction site such as a sand pit, gravel pit or quarry for which a permit for extraction has been issued by the Province of Nova Scotia. The resource extraction must have been existing or abandoned prior to the effective date of this Strategy; or</i></p> | <p>Not applicable as the subject lot is not an existing or abandoned resource extraction site.</p> |
| <p><i>(b) if not a resource extraction site, a study has been prepared by a professional agrologist, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations and:</i></p> | <p>An agrologist report has been submitted as part of the application prepared by a Professional Agrologist, at the expense of the applicant, which concludes that the proposed development on PID 45168069 will not adversely affect the viability of surrounding agricultural operations.</p> |
| <p><i>(i) 90 percent or more of the development site has soils defined as Class 4 or lower capability for agriculture; or</i></p> | <p>Not applicable as the agrologist report identified that the subject lot has primarily Class 2 and possibly some Class 3 soil.</p> |
| <p><i>(ii) the soils have a capability for agriculture rating better than Class 4, but 90 percent or more of the development site exhibits severe limitations for agricultural use because of slope, stoniness, salinity, wetness, permeability, depth of soils, size of parcel or proximity to non-farm buildings;</i></p> | <p>The agrologist report states that the soil is rated as Canada Land Inventory (CLI) Class 2 with some Class 3 land in areas but has constraints which limit the use of the land for agriculture. The primary limitation for agriculture is the parcel size, as half of the lot is already developed with a residence and a garage. The agrologist reports that “the lot size is far too small for agriculture production and is a logical extension of the existing non-farm private building lot”.</p> |
| <p><i>(c) the study shall:</i></p> | |
| <p><i>(i) be prepared by a registered full member of the Nova Scotia Institute of Agrologists;</i></p> | <p>Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA).</p> |

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| <p><i>(ii) require a site inspection by the agrologist;</i></p> | <p>The agrologist performed a site inspection on Friday, October 4, 2024.</p> |
| <p><i>(iii) specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;</i></p> | <p>The agrologist report specifies that soil capability for agricultural uses was determined by assessing the Soil Map of Hants County sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. The agrologist confirmed the information from the mapping during the site visit.</p> |
| <p><i>(iv) identify any major site features or characteristics which influence or determine soil capability including, but not limited to, slope, soil texture, stoniness, wetness, salinity, permeability, and depth of soils;</i></p> | <p>Please refer to the Study Criteria section in Attachment D.</p> |
| <p><i>(v) include a site plan illustrating the area studied and any relevant site features;</i></p> | <p>The site plan is included within Attachment D.</p> |
| <p><i>(vi) identify reasons why the use would be compatible with, or not adversely affect, area farms. Reference should be made to the following where applicable: site and locational constraints; infilling between existing non-farm development; logical extension of existing non-farm development; special use with special locational requirements; current pattern of development; parcel size and shape; surrounding land uses; context within which the parcel fits into the farming area; viability of the parcel and remnant for farming; and existing, past and future use of the parcel and remnant;</i></p> | <p>The report states that “the site has severe limitations for agriculture due to the lot size, location and the type of development that is being considered. The lot size is far too small for agriculture production and is a logical extension of the existing non-farm building lot”. In terms of the impact on the surrounding land uses, the agrologist further stated that “the development will not interfere with any adjacent farm activities or negatively affect the viability of the farming area as there will be no smell, influx of people, and/or competing activities”.</p> |

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| <p><i>(vii) indicate the implications of letting the parcel go out of agricultural production; and</i></p> | <p>The agrologist report states that “removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not currently being farmed”.</p> |
| <p><i>(viii) indicate the implications of fragmenting the land.</i></p> | <p>PID 45168069 is a 1.50-acre lot on Old Walton Road. The lot is not currently in agricultural production and would not result in fragmentation of agricultural land.</p> |

Attachment B
General Criteria for Development Agreement

Policy 16.3.1 In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

| CRITERIA | COMMENT |
|---|--|
| <i>(a) whether the proposal is considered premature or inappropriate in terms of:</i> | |
| <i>(i) the adequacy of sewer and water services;</i> | The Public works Engineering Division commented that no municipal water or sewers are available in the Upper Burlington area. The existing on-site systems may be adequate or may require upgrades. See Policy 16.3.1 (b) below. |
| <i>(ii) the adequacy of school facilities;</i> | No inquiry was submitted to the Director of Operations for the Annapolis Valley Regional Centre for Education related to this application as the proposed use does not have any impact on the school facilities. |
| <i>(iii) the adequacy of fire protection and other emergency services;</i> | In response to an inquiry, the Manager of Building and Fire Inspection Services stated they have no issues with the proposed development. The Manager further stated that “a fire inspection will be required on the building being used for the repair shop for fire & life safety once approved.”. |
| <i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i> | The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding the adequacy of road networks for the proposed development. |

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| <p><i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i></p> | <p>There are no anticipated costs to the Municipality regarding this development.</p> |
| <p><i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i></p> | <p>The property is not serviced by municipal water and sewer. The property owner is responsible for installing and maintaining all on-site servicing system to accommodate the proposed development, which is subject to provincial regulations.</p> |
| <p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p> | <p>The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding this criteria.</p> |
| <p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p> | <p>The Development Officer commented that they have no concerns regarding the adequacy of the dimensions and shape of the lot for the intended use.</p> |
| <p><i>(e) the pattern of development which the proposal might create;</i></p> | <p>The Development Officer commented that they have no concerns regarding the pattern of development which the proposal might create.</p> |
| <p><i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses and wetlands, and susceptibility of flooding;</i></p> | <p>The lot slopes gently from left to right side of the lot line, with no visible water course and wetlands on the lot. The Municipal Climate Change Action Plan Coastal Flooding map and Inland Flooding map don't show any risks of coastal or inland flooding on the subject lot.</p> |
| <p><i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p> | <p>All Municipal, Provincial and Federal regulations will have to be met.</p> |

(h) any other matter required by relevant policies of this Strategy.

There are no other relevant policies of this Strategy.

Attachment C – Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2025.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

Matthew Moore, of PID 45168069, 60 Old Walton Road, Upper Burlington, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at 60 Old Walton Road, Upper Burlington (PID 45168069) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Agriculture Priority Two (AG-2) on the Zoning Map of the West Hants Land Use By-law (the “Land Use By-law”); and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit an Automotive Repair Shop contained within the existing garage on the Property (the “Development”); and

WHEREAS Policy 8.9.4 of the Municipal Planning Strategy and Section 6.1 (s) of the Land Use By-law enable Council to consider entering into a development agreement to allow Resource Industrial (M-1) uses in the Agricultural Priority Two (AR-2); and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day, 20XX** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto and the other conditions herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Municipality of the District of West Hants, effective on June 26, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of West Hants, approved on June 26, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) an Automotive Repair Shop contained within the existing garage as shown on Schedule B

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

2.2 Development Location and Design

- (a) The proposed automotive repair shop shall be contained entirely within the existing garage identified as “Garage” on the Site Plan, Schedule B.
- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law.
- (c) Minor modifications to the existing garage that are necessary to meet Building Code requirements shall be permitted.

2.3 Access and Egress

- (a) The Owner shall maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be maintained to create a stable surface for vehicle traffic and be clearly demarcated by the Owner.
- (c) Pedestrian access to the automotive repair shop entrance must be clear from any obstructions.

2.4 Parking

- (a) All parking spaces shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of three parking spaces shall be provided for the Development.
- (c) Outside parking aisles and spaces shall be constructed to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (d) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles.

(e) In accordance with Section 5.40 of the Land Use By-law, the number of parking spaces may be varied by the Development Officer subject to the requirements of the *Municipal Government Act*.

2.5 Screening

Refuse containers and outdoor parking for non-operating vehicles associated with the Development shall be screened from abutting properties, through the use of:

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least 2 in. measured at 4.5 ft. above the surrounding grade and a minimum height of 6 ft.; or
- (b) a hedge of a variety of coniferous shrubs each of which will reach over 6 ft. in height at maturity; or
- (c) a wall or an opaque fence which is a minimum of 6 ft. in height and of sufficient height to provide a visual buffer to the abutting property; or

any combination of the above, all arranged to form a dense or opaque screen, and maintained for as long as the buffer is required.

2.6 Servicing

(a) Waste Collection

- (i) The Owner shall be solely responsible for, and shall bear all costs and expenses arising from, the collection, storage, and disposal of oil, petroleum products, garbage, and any other recyclable or waste materials generated in connection with the operation of the Development.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

- (i) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services required to accommodate the Development. Such approvals shall be obtained in accordance with Provincial Regulations. All costs associated with the on-site servicing systems shall be the responsibility of the Owner.

(c) Snow Plowing

The Owner shall have sole responsibility for snow plowing within the Development.

2.7 Maintenance

- (a) The Owner shall keep the Property and Buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owner shall maintain the driveway to a standard adequate to allow for access by emergency services vehicles.

2.8 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which control lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.9 Fire Safety

All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.10 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 8:00 a.m. and 5:00 p.m. daily, Monday to Friday, inclusive.

PART 3 CHANGES AND DISCHARGE

3.1 The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be approved in writing by the Development Officer without a public hearing, in accordance with Section 230 of the *Municipal Government Act*, provided that the Development Officer determines that the changes do not significantly alter the intended effect of this Agreement.

3.3 The following matters are substantive matters:

- (a) the uses permitted on the Property as listed in Section 2.1, *Use*;

(b) the location of the Development as listed in Section 2.2, *Development Location and Design*.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*.

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

(a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement;
or

(b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

(c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the applicable Land Use By-law or a new agreement has been entered into.

3.6 Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

(a) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality's Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(b) If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development

Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required within ten (10) days of completion of any work which requires the engineered design.
- (b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-laws to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and by-laws shall be deemed to be references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the Development proposed by this Agreement. The Owner assumes all risks and must ensure that any proposed Development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice, then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

The Owner shall pay all costs associated with registering this Agreement and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

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

5.8 Assignment of Agreement

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

5.9 Written Notice

- (a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Matthew Moore, 60 Old Walton Road, Upper Burlington, Nova Scotia, B0N 2A0, or at any other address provided by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2A0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto on the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

Witness

) Abraham Zebian, Mayor

)

)

) Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

)

Per: _____

Witness

) Matthew Moore

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20**2X**, 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 **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20 **XX**, 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 **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20**XX**, 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, **Matthew Moore**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (the “Municipality”) and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

I certify that on this _____, 20XX
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Canada
Province of Nova Scotia

**Schedule A
Legal Description**

PID 45168069

Parcel Description

Municipality/County: Hants

Designation of Parcel on Plan: Lot A

Title of Plan: Plan of survey made by G.D. Spence, P.L.S. dated the 12th day of May, 1966.

Registration County: Hants

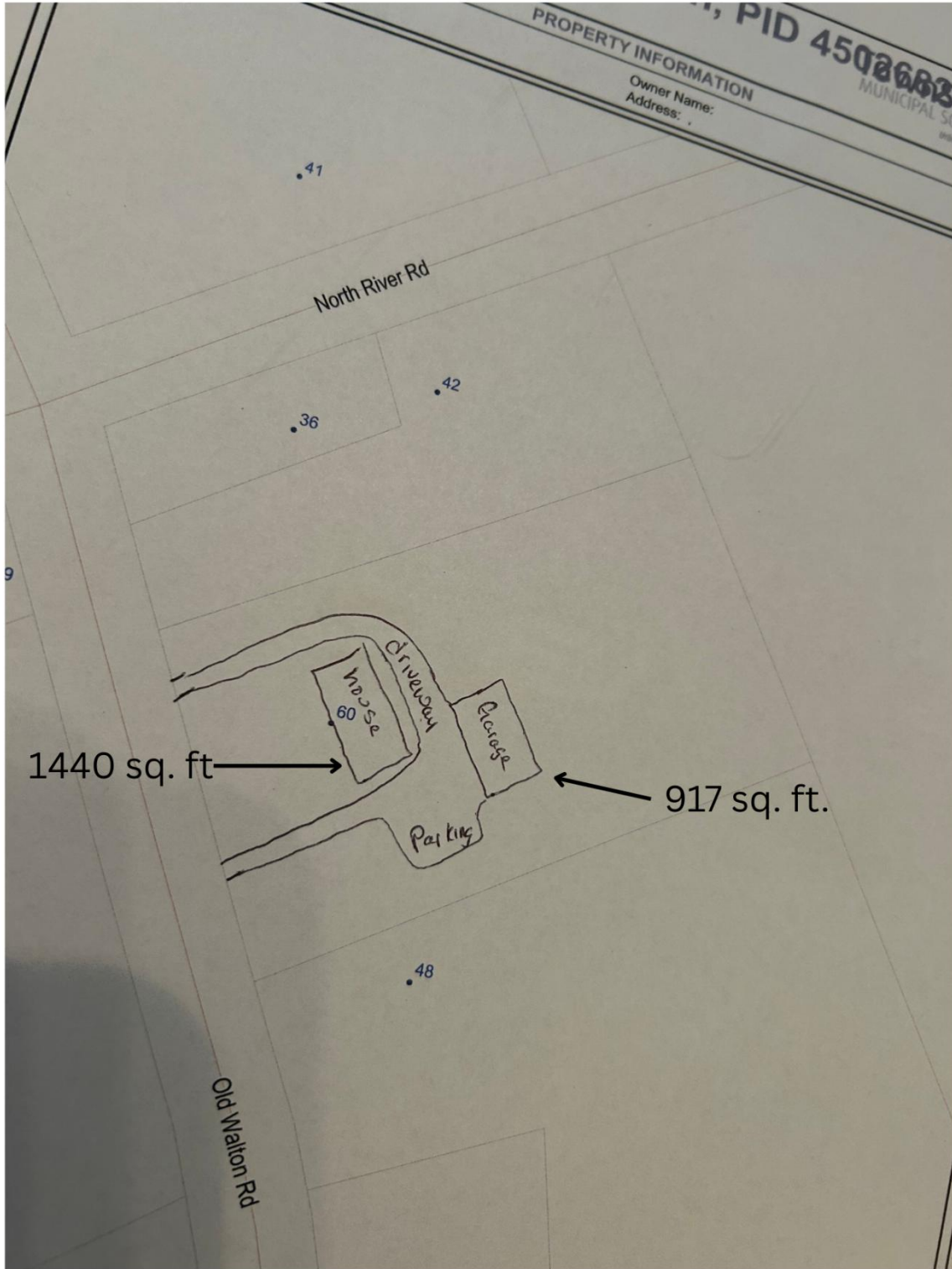
Registration Reference of Plan:283-179

Subject to a Right of Way in favor of Nova Scotia Light and Power Company Limited as outlined in Book 217 at Page 226.

Subject to a Right of Way in favor of Avon River Power Company Limited as outlined in Book 191 at Page 315.

The above parcel complies with the subdivision requirements of the Municipal Government Act as an approved plan of subdivision has been filed under the Registry Act or registered or recorded under the Act.

Schedule B
Site Plan



Attachment D – Agrologist Report for PID 45168069

**PROFESSIONAL AGROLOGST REPORT
DETERMINATION OF AGRICULTURAL CAPABILITY**

LAND REZONING REQUEST OF PID #45168069

for

Matt Moore & Kim Burgess

October 2024



Managing Today for Tomorrow

Tel: 902-895-1414 Cell: 902-899-5929

Email: yvonne@thyagrissenconsulting.ca

Website: www.thyagrissenconsulting.ca

I. Scope of Work

A development agreement request is being made by Matt Moore & Kim Burgess, co-owners of a 1.5-acre parcel of land (PID #45168069) located at 60 Old Walton Road, Upper Burlington, NS. Mr. Moore wishes to have his motor vehicle repair and service business – R & H Automotive - licensed as a motor vehicle inspection facility which requires a development agreement from the Municipality. The PID is currently zoned Agricultural Priority Two (AR-2), and is the location of both their personal residence and the motor vehicle business.

The West Hants Municipal Planning Strategy (WHMPS) and Land Use By-Law outlines a process that land owners are required to undertake when requesting a development agreement from Council to rezone 'agricultural' land. This report complies with Policy 8.6.1 of the WHMPS, providing a Professional Agrologist study to determine agricultural capability of the land. This section of the strategy acknowledges that the scale of the Canada Land Inventory (C.L.I.) mapping, upon which the agricultural designation is based, is generalized. As such there may be pockets of land with a higher or lower capability rating. A land-use by-law amendment or development agreement process provides an opportunity for owners of land with minimal or no agricultural capability to use the property for certain non-farm development, provided the development will not interfere with adjacent farm activities or negatively affect the viability of the farming area.

Policy 8.6.1 of WHMPS outlines the parameters for determining agricultural capability of a land parcel, and the criteria that the Professional Agrologist study needs to address.

II. Professional Agrologist – Yvonne Thyssen-Post

Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a Professional Agrologist with over 40 years experience. She is a registered full member of the Nova Scotia Institute of Agrologists (NSIA), member ID #19311. Confirmation of current membership is provided in Appendix A. She holds a Bachelor of Science in Agriculture from McGill University as well as a Masters of Adult Education from St. Francis Xavier University. Her experience includes 14 years as an agricultural extension worker with the Nova Scotia government, followed by 28 years as a private consultant serving the agricultural industry. She established her own company in 1998 – Thyagrissen Consulting Limited - and continues to provide various professional business planning services, primarily to the agricultural industry in Atlantic Canada.

III. PID Profile

PID #45168069 is located at 60 Old Walton Road, Upper Burlington, Hants County, NS. It is co-owned by husband/wife, Matt Moore/Kim Burgess. The lot is listed on Viewpoint as 1.5 acres in size. It is zoned Agricultural Priority Two (AR-2) by the West Hants Regional Municipality and

is designated agriculture. The family purchased the property in 2012 for their personal residence. It is believed that the house on the lot was built sometime between 1960-1970. Mr. Moore is a red seal licensed mechanic and has operated his own motor vehicle repair/service business out of a garage, also located on the same PID, for the last 1.5 years under the business name R & H Automotive. He wants to get licensed as a facility that can do motor vehicle inspections which Mr. Morre has been informed requires a development agreement from West Hants Municipality.

A site visit was made to the property by Ms. Thyssen-Post on October 4, 2024. The land is zoned agriculture but there has not been any agricultural activity on it since Moore/Burgess purchased it in 2012, and most likely not since the house was constructed, some 40 plus years ago. The 1.5-acre lot is rectangular in shape, cleared, and all area not occupied with buildings or driveway is seeded to grass, maintained as lawn. The personal residence is situated approximately 110 ft. from the center line of the Old Walton Road. A garage is situated to the right (SE) of the house, back approximately 70 ft.; 20 ft. from the property line to the right. A large open space is behind the house and garage, which is mowed and maintained as lawn. The back property line is defined with a row of deciduous trees about 8-10 ft. in height. Immediately behind the PID is a farm field that is cropped for hay. Both sides of the lot have no distinct boundary lines, other than small trees/shrubs on the left and a very shallow ditch on the right. The lot slopes gently from left to right; with no visible signs of water laying on the back lot during the site visit. (Site photos in Appendix B).

Section 8.7 of the WHMPS defines land zoned AR-2 as “Improved and unimproved land with high capability (Class 2 and 3) for production of a variety of crops. This land will be reserved for agricultural production with limited non-agricultural development.” (Page 73, WHMPS). The strategy further clarifies the intent behind zoning land as AR-2:

“The Agricultural Priority Two (AR-2) zone is intended to apply to areas with high capability for agriculture, but where land owners do not want the strict development controls of the Prime Agriculture (P/Ag) zone. The AR-2 zone allows for more flexibility than the P/Ag zone including a wider scope of on-farm businesses by development agreement. Unlike the P/Ag zone, new dwellings are permitted as a main use, although subdivision is limited to two lots per area of land in a calendar year.” (Page 76, WHMPS)

IV. Study Criteria

The Professional Agrologist study considers the land parcel according to Policy 8.6.1 of the WHMPS. The site is not an existing or abandoned resource extraction site therefore it must be evaluated under section (b) of this Policy. Subsections (i) or (ii) also do not apply to this site, therefore the study evaluates soils that have capability for agriculture rating better than Class 4 and 90% or more of the development site exhibits severe limitations for agricultural use.

The following section addresses each aspect of Policy 8.6.1.(c) fulfilling the requirements of the Professional Agrologist study.

- (i) Yvonne Thyssen-Post, P.Ag., is the author of the study and is a registered full-member of the Nova Scotia Institute of Agrologist.
- (ii) A site inspection was conducted by the Agrologist on Friday, October 4, 2024 accompanied by Mr. Moore.
- (iii) Soil capability for agriculture was determined using the Soil Map of Hants County, NS, (Report #5, NS Soil Survey) sourced from Government of Canada website, Agriculture & Agri-Food Canada, Canada Land Inventory (CLI) soil surveys. The Canada Land Inventory (CLI) Capability for Agriculture classification system shows the varying potential of a specific area for agricultural production. It indicates the classes and subclasses according to the Soil Capability Classification of Agriculture, which is based on characteristics of the soil as determined by soil surveys. These agricultural capability maps can be used at the regional level for making decisions on land improvements and farm consolidation, for developing land-use plans and for preparing equitable land assessments (Government of Canada website). The classes indicate the degree of limitation imposed by the soil in its use for mechanized agriculture. The subclasses indicate the kinds of limitations that individually or in combination with others, are affecting agricultural land use. Although the information is dated, and better information is available for some areas as part of more recent soil surveys, the interpretations are still largely valid and many jurisdictions still use them for land use planning purposes.

Soil surveys have been published for most of the agricultural areas, and many surrounding areas across Canada. Data from these surveys comprise the most detailed soil inventory information in the National Soil Database (NSDB). The PID was located using commercially available mapping software and the location transposed to the soil survey map (see slides in Appendix C). The site is identified as Class 2F soils which has moderate limitations that restrict the range of crops or requires moderate conservation practices. The 'F' subclass indicates low natural fertility levels.

- (iv) The site is identified mostly as Q-P/1.B4 soil type. The soil characteristics are consistent with those represented by the Queens soil classification, which is classified as good to fair crop land. CLI indicates the following features for Queens soil.
 - a. The surface and subsoil are light reddish-brown loam over reddish brown clay loam, slightly stony; the '1' in the label indicates no hindrance to cultivation.
 - b. Parent material is dark reddish brown clay loam till derived from reddish brown shales deposited over gypsum.
 - c. Topography and drainage: B4 refers to complex slopes; irregular or rough surface; moderately sloping with 6-9% slope. P indicates well drained.

- d. Present land use (CLI): mixed farming: hay, grain, potatoes, orchard, very little surface stone. However, the present land use of the PID is a combination of buildings, lawn and driveway.

There are approximately 91,000 acres in West Hants rated CL 1, 2, and 3 (with less than 50% of this land cleared; there is considerable potential for future expansion). The soil in PID #45168069 is primarily Class 2, possibly some Class 3 according to the Atlantic Provinces Soil Class Maps, compiled by the Soil Research Institute, Research Branch, Agriculture Canada based on maps supplied by NS Soil Survey.

- (v) Major site features or characteristics which influence or determine soil capability include moderate slope, good surface drainage with moderate to slow internal drainage. The soil is currently supporting a good thick cover of grass, which is maintained as lawn. It would be capable of supporting forages, grains and vegetable type agricultural crops with added fertility. The size of the parcel and the fact that there is a personal residence and garage already on it, are both factors limiting the capability for agriculture. Half of the lot is already encumbered with buildings; the remaining approximate 0.75-acre lot is a nuisance to farm due to size and perhaps more importantly due to its proximity to homes including the Moore/Burgess residence. Forty plus years ago, PID #45168069 was likely subdivided as a separate lot to allow for the construction of a personal residence at this address.
- (vi) Appendix C locates the site via commercially available mapping software, soils maps and aerial photography. Photos of the site taken on October 4, 2024 (Appendix B) further depict the site layout.
- (vii) There are many farms in the area, most are part-time raising beef, goats, horses and/or crops. Normally, the Professional Agrologist author of this report would consult neighboring farms to gain their opinion as to the affect of the development agreement request/rezoning. However, in this case, it is the opinion of the Professional Agrologist that consulting with neighboring farms is not necessary. The site has severe limitations for agriculture due to the lot size, location and the type of development that is being considered. The lot size is far too small for agriculture production and is a logical extension of the existing non-farm private building lot. The development of a motor vehicle inspection station in Mr. Moore's yard will not interfere with any adjacent farm activities or negatively affect the viability of the farming area as there will be no smell, influx of people, and/or competing activities. It is assumed that Mr. Moore will use environmentally sound practices and abide by the laws regarding disposal of waste oil and other mechanical products from his motor vehicle business. He would be most affected by his practices as he resides on the site. On the positive side, the development request could be compatible with area farms as it would provide a local business providing farmers with motor vehicle inspection and repair services.
- (viii) Removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not currently being farmed. The 1.5-acre parcel is

insignificant and there are no neighboring farms that would utilize it due to its proximity to residents, including the Moore/Burgess family home.

- (ix) Fragmenting the land will mostly impact Moore/Burgess as they will have a property that includes a commercial development with a personal residence. The commercial facility may affect a future sale.

V. Rezoning Assessment Summary

The soil found in PID #45168069 is considered good to fair cropland in terms of agricultural capability, as recorded in the CLI. The site inspection conducted by Ms. Thyssen-Post, P.Ag. on October 4, 2024 would indicate the agricultural capability is more towards the ‘good’ end of the spectrum. The parcel could potentially produce a good quality hay crop as it contains Class 2 soil similar to many areas of the province that are in full agricultural production. The fertility is considered low but that could be improved with application of fertilizer, lime and organic matter. The parcel is not currently in agricultural production, therefore there is no loss of production resulting from rezoning of the land.

The limitations in this site that influence its’ economic viability for agricultural production are primarily the size of 1.5 acres, and proximity to residential properties. The PID is primarily a building lot that supports the Moore/Burgess personal residence as well as motor vehicle repair shop. There are several homes to the north-west side of the property, and one home to the south east. The plot is of little value for agricultural production due to its size and proximity to existing homes. The development of a motor vehicle repair and service shop/inspection station on his own property will not interfere with adjacent farm activities or negatively affect the viability of the farming area.

Respectfully submitted,



Yvonne Thyssen-Post, P.Ag.

Thyagrissen Consulting Limited



References

- Canada Land Inventory (CLI) 1:1,000,000. (1954). Atlantic Provinces Soil Capability for Agriculture Map. Retrieved from <https://sis.agr.gc.ca/cansis/publications/maps/cli/1m/agr/index.html>
- Cann, D.B., Hilchey, J.D., & Smith, G.R. (1954). Soil Survey of Hants County Nova Scotia. Report No. 5 Nova Scotia Soil Survey. Agriculture Canada.
- Devanney, M. (June 2010). Profile of Agricultural Land Resources in Nova Scotia. NS Department of Agriculture.
- Municipality of the District of West Hants Municipal Planning Strategy. (Approved May 13, 2008; Amended to September 14, 2021).
- Overview of Classification Methodology for Determining Land Capability for Agriculture. Canada Land Inventory (CLI), Agriculture & Agri-Food Canada. (2022) Retrieved from <https://sis.agr.gc.ca/cansis/nsdb/cli/index.html>

APPENDIX A

Current NS Institute of Agrologist Membership

Receipt Number: 2367

2024



Nova Scotia Institute of Agrologists

7 Atlantic Central Dr
East Mountain, NS B6L 2Z2

Yvonne Thyssen-Post
35 Talon Court
Bible Hill, NS B2N 7B4

Member ID: 19311

This is your receipt for income tax purposes.

NSIA Membership Fee for 2024 (HST Included at 15%)

\$178.25

Status: Professional Agrologist

******THIS IS YOUR OFFICIAL RECEIPT --- DO NOT PAY******

BN 888 257 599 RT0001



Nova Scotia Institute of Agrologists

7 Atlantic Central Dr.,
East Mountain, NS B6L 2Z2
902-893-7455

Web: <http://www.nsagrologists.ca>

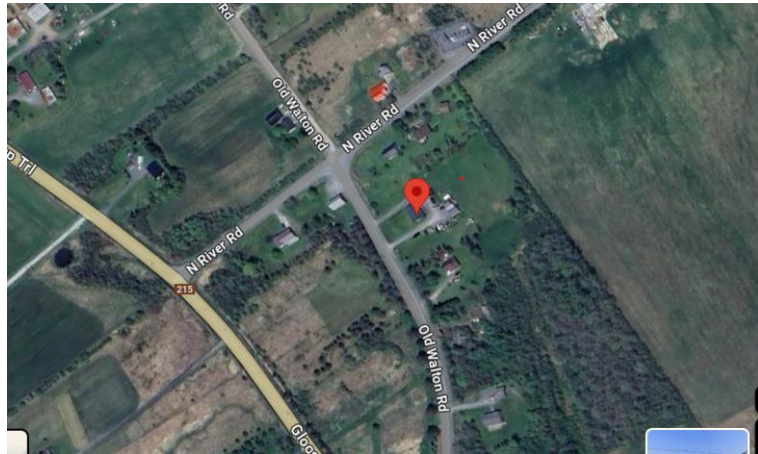
**This is to certify that Yvonne Thyssen-Post
is a Professional Agrologist**

Membership valid from Jan. 1 to Dec. 31, 2024

Member Signature

APPENDIX B

Site Photos (as of October 4, 2024)



Aerial view of property – Google Maps



Aerial view of property layout – Google maps



Aerial view of PID boundary lines



Left side street view from Google Maps



Right side street view from Google Maps



Street view, with house and garage/motor vehicle shop to the right



Close-up view of garage/motor vehicle shop



Lawn area behind the house; tree line at rear is the back property line.



Another angle of property behind house/garage. Land slopes gently from left to right, depicting by white arrow.



Shallow drainage ditch bordering right side of property; slope depicted by white arrow

APPENDIX C

PID Identification; Agricultural Capability Determination

Land Classification

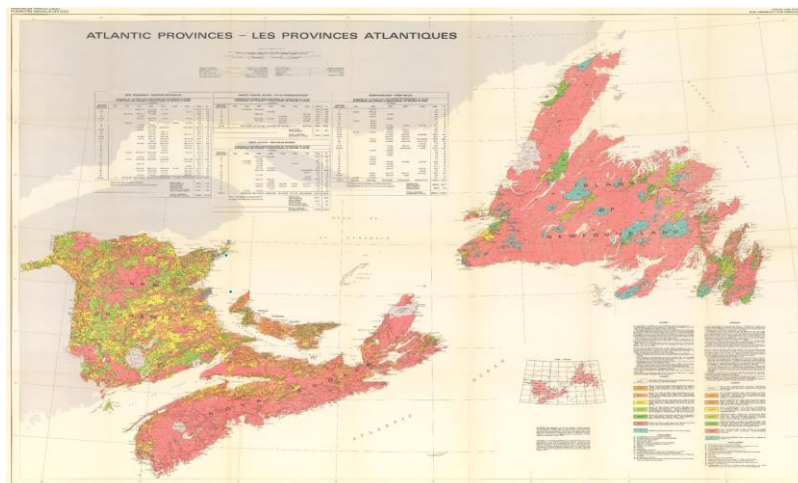
60 Old Walton Rd
Upper Burlington, Hants Co.
PID 45168069

60 Old Walton Rd
PID 45168069



Soil Class

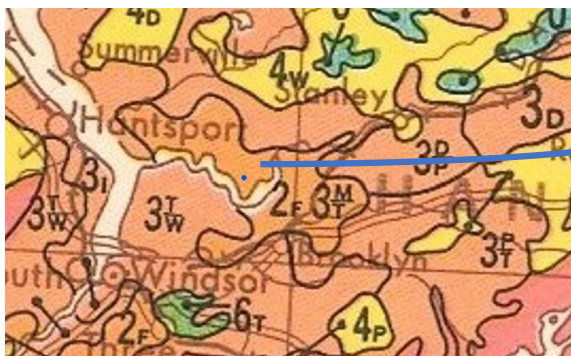
Scale 1:1,000,000



60 Old Walton Rd

PID 45168069

Class 2 F
Moderate Limitations
Low natural fertility



Class 2 F
Moderate Limitations
Low natural fertility

CLASSES

CLASS 1 SOILS IN THIS CLASS HAVE NO SIGNIFICANT LIMITATIONS TO USE FOR CROPS.

CLASS 2 SOILS IN THIS CLASS HAVE MODERATE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE MODERATE CONSERVATION PRACTICES.

SUBCLASSES

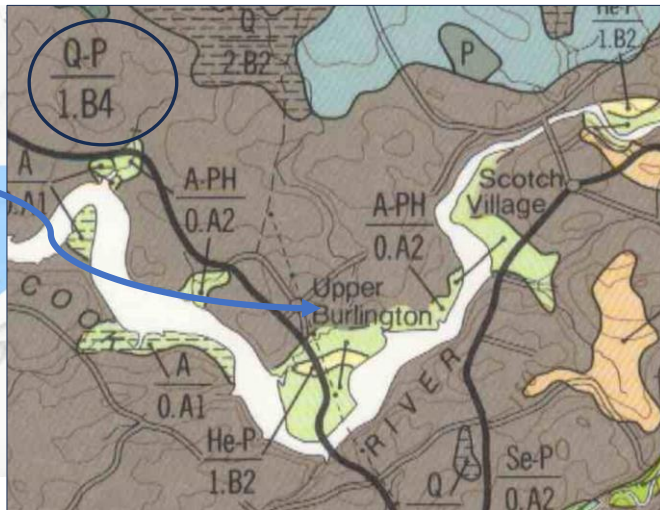
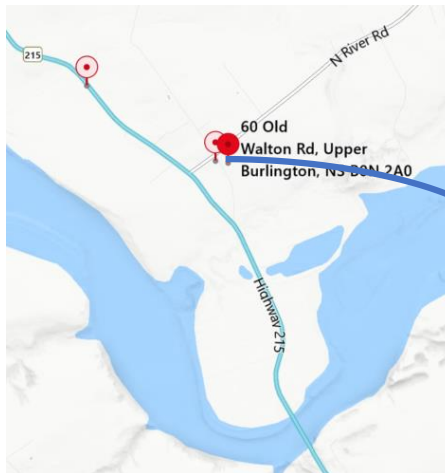
- A – droughtiness or aridity as a result of climate
- D – undesirable soil structure and or low permeability
- E – past damage from erosion
- F – low natural fertility
- H – adverse climate as a result of cold temperatures
- I – periodic inundation by streams and lakes
- M – deficient soil moisture
- N – salinity
- P – stoniness
- R – shallowness to bedrock
- S – a combination of two or more of the subclasses D, F, T
- T – adverse relief because of steepness or pattern of slope
- V – a pattern of wet (W) and moisture deficient (M) soil associated
- W – excessive soil moisture
- X – an accumulation of two or more adverse characteristics would not affect the class rating.



60 Old Walton Rd

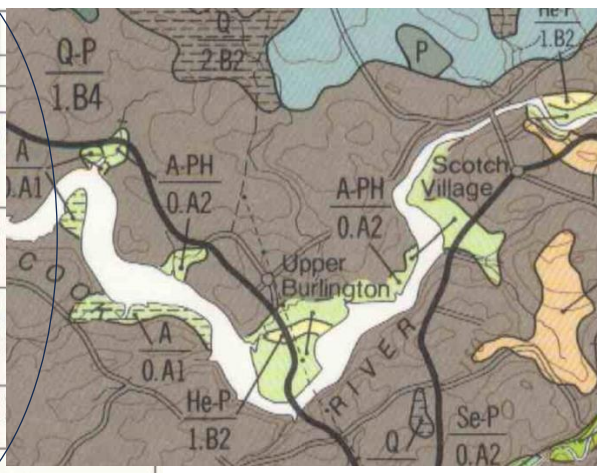
PID 45168069

60 Old Walton Rd

PID 45168069



| SYMBOL |  Pu-P |  Q-P |
|------------------------------------|--|---|
| SOIL CATENA | PUGWASH | QUEENS |
| ACREAGE | 15148.8 | 79014.4 |
| DESCRIPTION OF SURFACE AND SUBSOIL | Light brown sandy loam over reddish brown sandy loam to loam; contains fragments of red and brown sandstone. | Light reddish brown loam over reddish brown clay loam. |
| PARENT MATERIAL | Dark reddish brown sandy loam to loam till; contains numerous fragments of sandstone cobbles. | Dark reddish brown clay loam till derived from reddish brown shales deposited over gypsum. |
| TOPOGRAPHY AND DRAINAGE | Undulating to gently rolling; well drained; occasional moist depressions. | Gently undulating to gently rolling; some knob and kettle topography; well drained; internal drainage moderate to slow. |
| PRESENT LAND USE | Hay, grain, vegetables; a good crop soil, but often poorly managed. | Mixed farming; hay, grain, potatoes, orchard, very little surface stone. |
| LAND USE CAPABILITY | GOOD TO FAIR CROP LAND | |



Attachment E – Public Information Meeting Notes

April 2, 2025

Development Agreement: 60 Old Walton Road, Upper Burlington (PID 45168069); File # 24-11

| | |
|--|--|
| Meeting date and time | A Public Information Meeting was held on April 2, 2025 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube Channel. |
| Attending | In attendance for the meeting: One (1) Chair: <ul style="list-style-type: none">• Councillor Jim Ivey Four (4) members of staff: <ul style="list-style-type: none">• Acting Director Fougere• Senior Planner Dunphy• Planner Hong• Planning Assistant Lake Approximately 16 members of the public. |
| Applicant Michael Redmon on behalf of Diane Saunders Property PID 45017183, 33 Lakewood Drive, Brooklyn | Planner Hong outlined the application’s proposal to enter into a development agreement to permit an automotive repair shop within the existing garage. |
| Comments | Comments from the public could be submitted by mail, e-mail and telephone between April 2-16, 2025. Staff did not receive any phone calls or written submissions during the comment period. There were no members of the public spoke during the Public Information Meeting. |
| Adjournment | The Public Information Meeting was adjourned at approximately 6:10 p.m. |