



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____

Sara Poirier, Director of Planning and Development

Date: 2023-05-23

Subject: Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to approve the development agreement following the Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves entering into a development agreement to permit a yoga studio, campground and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Appendix A of the report File #22-29 C to Council dated May 23, 2023.

...that Council requires that the development agreement with Jessica and Allan Hill 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

Property <input checked="" type="checkbox"/>	Public	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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	Opinion <input type="checkbox"/>				
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A completed application was received on January 20, 2023, from Jessica Hill to consider permitting a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road. The properties are owned by Allan and Jessica Hill.

A Public Information Meeting was held on February 16, 2023.

On April 13, 2023 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed the application and policy at length, including the agrologist report, soil quality of the lot, the Statements of Provincial Interest regarding agricultural land, the buffer from the river, periodic flooding of the lot, potential conflict with adjacent land uses, and the number of outdoor events permitted in the draft development agreement.

PAC/HAC passed the following motion on April 13, 2023:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Attachment C of the report File #22-29 to the Planning and Heritage Advisory Committee report dated April 13, 2023, and to add that the Special Events in this Development Agreement be moved from 8 to 12 for the timeframe of mid-May to mid-October in the calendar year”.

Council held first reading on April 25, 2023 (Appendix B).

On May 11, 2023, the applicant requested to reduce their application to Council based on public feedback received. The applicant noted the following:

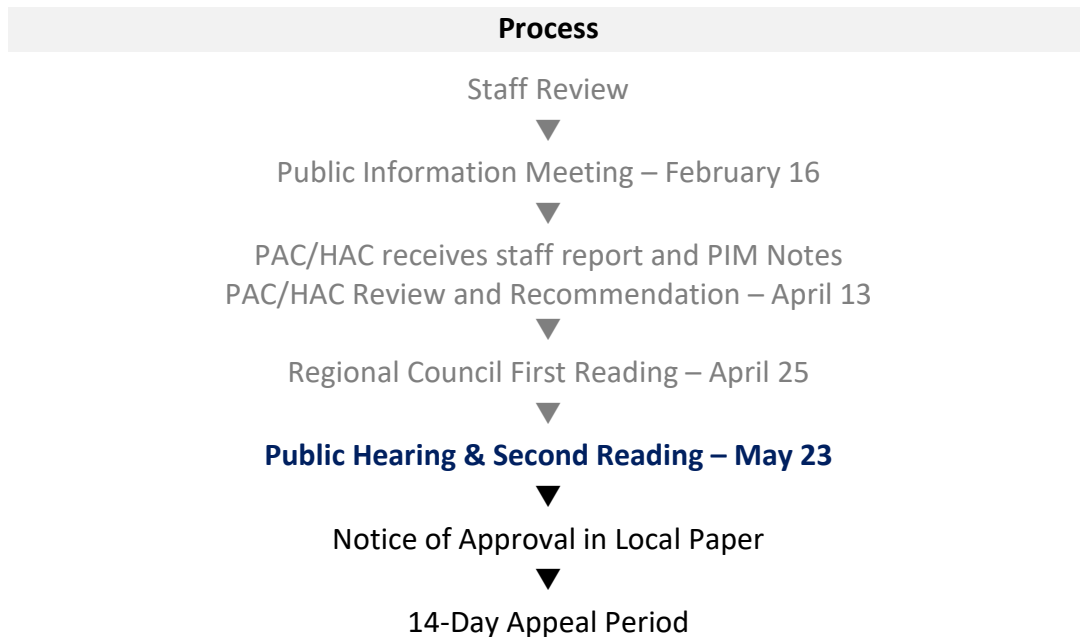
- “We would like to remove Phase 2 - the cabins and the lodge. By removing the majority of the permanent structures we will have more flexibility as we explore small scale farming operations for our homestead.
- You can also therefore remove the request to operate these buildings year round. You can remove the request to operate the tiny homes on our house PID, however we will likely move the Tiny Homes here during the off season for safety reasons.
- We would like to relocate some tent sites to the field from the forest. This gives more privacy to neighbouring properties.
- We will put up a fence on the lower lawn between the river and the slope where the terrain allows and then a wire where it is steep along the property line between our

property and our abutting neighbours Art & Karen. On this fence/wire we will hang signage that says "Property Line, Do Not Cross".

Due to this request, staff have removed all reference to tourist accommodations including one- or two-bedroom rental units and a lodge in the draft development agreement. The proposed changes to the draft development agreement are included in Appendix A. The motion in this report has been revised to reference the copy of the draft development agreement in Appendix A. This revised development agreement would permit a yoga studio and a maximum of ten (10) tent sites and three (3) recreational vehicles and accessory uses within the campground. The campground is permitted to operate seasonally between mid-May and mid-October. A maximum of twelve (12) private events would be permitted during that time.

NEXT STEPS

The process for this application is as follows:



APPENDICIES

Appendix A Revised Draft Development Agreement

Appendix B 2023-04-25 PAC/HAC Recommendation to Council - Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29 B

CHIEF ADMINISTRATIVE OFFICER REVIEW

A Development Agreement is essentially an agreement between the property(s) owner of the noted PIDs and the municipality. Council is the final negotiating authority representing the municipality in the agreement with staff providing support at an advisory capacity. It can be said that Council represents not only their own point of view as an elected official but the point of views of the constituents of the Municipality and those constituents in close proximity to the noted PIDs.

This particular application and the public process to-date has provided meaningful and respectful feedback expressing points associated with agricultural lands and its use, economic impact, the peaceful use of one's property, the alternative use of one's property, tourism supports and other matters. The feedback and discussion have been thorough. All should be commended for their participation.

The following report reflects a change in the application by the applicant for what appears to be a desire to reduce the impact of the original application on the existing PIDs and surrounding areas by removing certain aspects from the original plan. This should be viewed as part of the ongoing negotiation process leading up to the Public Hearing and decision of Council to recommend or not to recommend second reading.

The matter is before Council in a modified form for their consideration. Council may choose to 1. further amend the application and DA if they have further concerns with the proposed use, 2. not approve the application for second reading or 3. Approve the application "as is" and recommend second reading.

On the date this report is written the Public Hearing has not taken place (scheduled for May 23, 2023). Council is encouraged to weigh all information received to-date and through the Public Hearing process as they review this matter and make their decision.

Report Prepared by: _____

Sara Poirier, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

Appendix A



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

Allan and Jessica Hill, of 301 Scotch Village Station Road, Scotch Village, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owners”)

OF THE SECOND PART

WHEREAS the Owners are the registered owners of parcels of land located on Scotch Village Station Road, PID 45166915 and 45148608, hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Agriculture on the Generalized Future Land Use Map of the Municipal Planning Strategy, zoned Agricultural Priority Two (AR-2) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owners have requested that the Municipality enter into a development agreement to permit a yoga studio, campground and other accessory uses on the Properties (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 Rural Commercial (RC) and Recreation Commercial (RecC) uses in the Agricultural Priority Two (AR-2) zone; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2023 approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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, except those defined as follows:

- (a) “Campground” means an area of land used to provide a range of short-term accommodations to the travelling or vacationing public which adheres to the regulations outlined in the Tourist Accommodations Act. The Campground includes but is not limited to tent sites and recreational vehicle sites and includes accessory facilities which support the use such as administration offices, washroom facilities, storage sheds, and communal areas such as a common fire pit, playground and picnic tables. The Campground does not include the use of mobile homes or trailers on a permanent year-round basis.
- (b) “Private events” means a building, structure, land or part thereof used to host commercial events including, but not limited to, weddings, family reunions, or other gatherings and may include the consumption of food and alcoholic beverages but shall not include a restaurant.
- (c) “Recreational vehicle site” means a designated pad for the traveling or vacationing public to park their recreational vehicle or to stay within a recreational vehicle provided by the Owners. The recreational vehicle sites may

have three-way service, provided the Owners received all necessary permits from Nova Scotia Power and the Department of Environment.

- (d) “Tent site” means a designated pad for travelling or vacationing public to pitch their own tent or to stay in a tent provided by the Owners.
- (e) “Yoga studio” means an indoor recreational use where classes are taught by an instructor. The yoga studio may be open to guests of the Campground and the general public.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

- Schedule A - Legal Description
- Schedule B – Concept Plan

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Properties shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) a yoga studio;
- (c) campground accommodations and facilities, including accessory building and structures; and
- (d) private indoor or outdoor events.

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

2.2 Development Location and Design

- (a) The existing single unit dwelling on PID 45148608 may be permitted to be used as tourist accommodations, provided sufficient driveway access and parking can be provided on the lot as outlined in Section 2.5 and 2.7;
- (c) The campground shall be located completely within PID 45166915 on Scotch Village Station Road and consist of no more than ten (10) tent sites and three (3) recreational vehicle sites in the area identified as Campground on the Site Layout in Schedule B.
- (d) An administrative office for guest check-in shall be limited to 800 sq. ft. (74.32 sq. m.) or less in size and be located on PID 45166915 in the area identified as Administrative Office / Store on the Site Layout in Schedule B and shall be permitted to sell items to guests of the campground.
- (e) A yoga studio shall be located in the area identified as Campground or Yoga Studio on Schedule B.
- (f) A temporary structure may be erected for an outdoor private event and follow the provisions for temporary structures as outlined in Section 5.44 of the Land Use By-law, *Temporary Uses, Building and Structures Permitted*.
- (g) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).
- (h) The Owners shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Setbacks and Buffering

- (a) A 50 ft. (15.24 m.) wide natural buffer of trees shall be kept along the lot line of PID 45166915 abutting the Herbert River. A maximum of five (5) tent sites shall be permitted within this area. No structures shall be constructed in this area.
- (b) There shall be at least 10 ft. (3.05 m.) between each tent site and recreational vehicle site.
- (c) All other setbacks and yards shall be consistent with the underlying zone requirements for single unit dwellings in the Land Use By-law.

2.4 Removal of Topsoil

Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

2.5 Access and Egress

The main access/egress to the lots shall be directly from Scotch Village Station Road. The driveways shall be approved for commercial access by the Nova Scotia Department of Public Works prior to the campground and yoga studio opening to the public. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.6 Private Roads

No new public street or private road shall be permitted in association with this development.

2.7 Parking

- (a) All parking spaces for vehicles using the Properties shall be located on the lots.
- (b) A minimum of one (1) parking space shall be provided per tent site and recreational vehicle site.
- (c) A minimum of one (1) parking space shall be required for every 100 sq. ft. (9.29 sq. m.) gross floor area dedicated to the yoga studio.
- (d) Parking for outdoor private events shall be in addition to the parking provided above.
- (e) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owners. They may be constructed using permeable construction materials to assist with stormwater retention.
- (f) Each parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.10 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.10 m.) wide.
- (g) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.17, *Variance*, of this Agreement.

2.8 Fire Safety

A communal fire pit area will be permitted in the campground and shall be confined to an acceptable appliance and follow all the requirements of the Municipal Outdoors Fires By-law. The Owners must enforce adherence to the Nova Scotia Department of Natural Resources burn restrictions and any other applicable Provincial legislation.

2.9 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owners shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Owners 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

PID 45166915 is not serviced by municipal water and sewer. Any water supply or septic disposal required for any of the uses described in Section 2.1, *Use*, shall be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the Owners. All washroom facilities shall be regularly maintained and cleaned out at the end of the camping season.

(c) Snow Plowing

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

2.10 Signs and Lighting

- (a) Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs. One additional ground sign with lighting may be permitted to assist Campground users arriving after dark. The ground sign may be a maximum height of 35 ft. (10.67 m.) and a maximum area of 50 sq. ft. (4.64 sq. m.).
- (b) 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.

2.11 Storage

Open storage shall be screened from adjacent residential properties by a continuous row of trees, a hedge, a fence, or a combination of the foregoing arranged to form a dense or opaque screen.

2.12 Operator Presence

The Owners, or a representative of the Owners, shall be present on-site while the Campground is in use.

2.13 Hours of Operation

- (a) The yoga studio shall be permitted to operate between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive.
- (b) The Campground shall be permitted to operate from mid-May to mid-October each year. The general office hours for the administrative office shall be between 7 a.m. and 7 p.m. daily, Monday to Sunday, inclusive. The Campground shall maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day.
- (c) A maximum of twelve (12) outdoor private events shall be permitted between mid-May to mid-October. Outdoor private events shall be permitted to operate between 7 a.m. and 9 p.m. daily, or 7 a.m. and 11 p.m. Thursday through Saturdays, if enclosed in a temporary structure.

2.14 Site Drainage

The Owners shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agree to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.15 Maintenance

- (a) The Owners shall keep the Properties 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 Owners shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

2.16 Variance

In accordance with Section 5.48 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (a) number of parking spaces required; and
- (b) floor area occupied by a home-based business.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owners shall not vary or change the use of the Properties 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 changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
- (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
 - (b) the number of tent sites and recreational vehicle sites on the Properties as listed in Section 2.2, *Development Location and Design*;
 - (c) the buffering requirements as listed in Section 2.3, *Setbacks and Buffering*; and
 - (d) the hours of operation as listed in Section 2.13, *Hours of Operation*.
- 3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners 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 Owners, 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 Owners, provided the use of the Properties is in accordance with the 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) The Owners may not commence any construction or use on the Properties until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.

- (b) Development as provided in Part 2 of this Agreement shall commence not later than twelve (12) 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 by resolution of Council 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, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.
- (c) 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 Owners 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 Owners 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 Owners 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 Properties (other than the Land Use By-law 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 bylaws shall be deemed to be references to any successor legislation and bylaws 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 Owners about the suitability of the Properties for the Development proposed by this Agreement. The Owners assume 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 Owners in writing. In the event that the Owners have 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 Owners 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 Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Allan and Jessica Hill, 301 Scotch Village Station Road, Scotch Village, NS, B0N 2A0, or at any other address provided by the Owners.
- (b) The Owners 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 2T0, or at any successor address provided by the Municipality to the Owners.

5.10 Full Agreement

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Owners. 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**

)

)

Witness

)
Per: _____
) Abraham Zebian, Mayor

Witness

)
)
) Per: _____
) Deanna Snair, Municipal Clerk

Witness

)
)
) Per: _____
) Allan Hill

Witness

)
)
) Per: _____
) Jessica Hill

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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. 2023, 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. 2023, 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, **Allan Hill**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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, **Jessica Hill**, 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 _____, 2023
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
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Allan and Jessica Hill, the “Deponents”, make oath and swear that:

1. We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit “spouse” means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Allan Hill

Jessica Hill

Schedule A
Legal Description

PID 45166915

ALL THAT LOT OF LAND AND PREMISES situate at Scotch Village, in the County of Hants, Province of Nova Scotia, which in a Deed from Lloyd Salter and Julia Salter to L. & K. Enterprises Limited bearing date the 14th day of June, A.D., 1976, recorded in the Office of the Registrar of Deeds for Hants County in Book 355 at Page 492, is bounded and described as follows:

ALL THAT PIECE, parcel and lot of land situate, lying and being adjacent to the Station Road so called, at or near the Village of Scotch Village, in the County of Hants, Province of Nova Scotia, more particularly described as follows:

BEGINNING at a point on the north side of the Herbert River at the northwest corner of the Herbert River Bridge;

THENCE north and northwesterly along the south side of the Station Road so called, a distance of 1,460 feet more or less to a survey marker;

THENCE due west a distance of 620 feet more or less to the high water mark of the Herbert River;

THENCE in an easterly and southeasterly direction along the several courses of the north side of the Herbert River to the place of beginning.

EXCEPTING AND RESERVING therefrom the following Lot:

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1

Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants County as Plan No. 5310.

PID 45148608

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1


Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

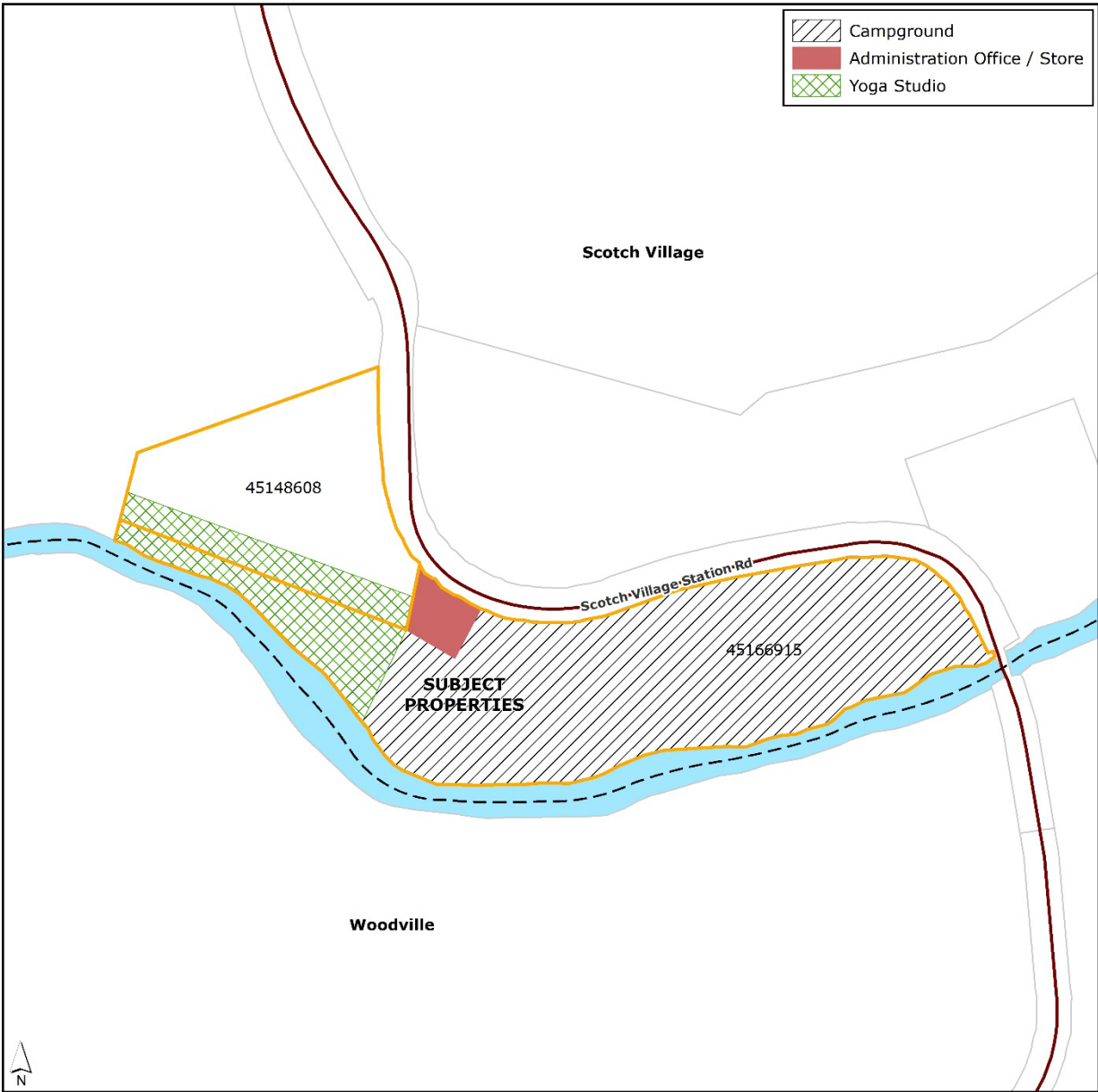
Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as Plan No. 5310.

**Schedule B
Concept Plan**

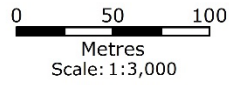


Scotch Village Station Road, Scotch Village
PID 45166915 and 45148608



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department March 2023

Site Plan



- Subject Properties
- Community Boundary
- Parcels
- Roads
- Water

Appendix B



WEST HANTS REGIONAL MUNICIPALITY REPORT

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

Submitted by: _____
Sara Poirier, Director of Planning and Development

Date: 2023-04-25

Subject: Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to proceed to Public Hearing, the following motion would be in order:

...that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to allow a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Attachment C of the report File #22-29 to the Planning and Heritage Advisory Committee report dated April 13, 2023, and to add that the number of private events in this development agreement be increased from a maximum of eight (8) to twelve (12) for the timeframe of mid-May to mid-October.

...that Council requires that the development agreement with Jessica and Allan Hill 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

Property <input checked="" type="checkbox"/>	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 on January 20, 2023, from Jessica Hill to consider permitting a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road. The properties are owned by Allan and Jessica Hill.

DISCUSSION

A Public Information Meeting was held on February 16, 2023.

On April 13, 2023 staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed the application and policy at length, including the agrologist report, soil quality of the lot, the Statements of Provincial Interest regarding agricultural land, the buffer from the river, periodic flooding of the lot, potential conflict with adjacent land uses, and the number of outdoor events permitted in the draft development agreement.

PAC/HAC passed the following motion on April 13, 2023:

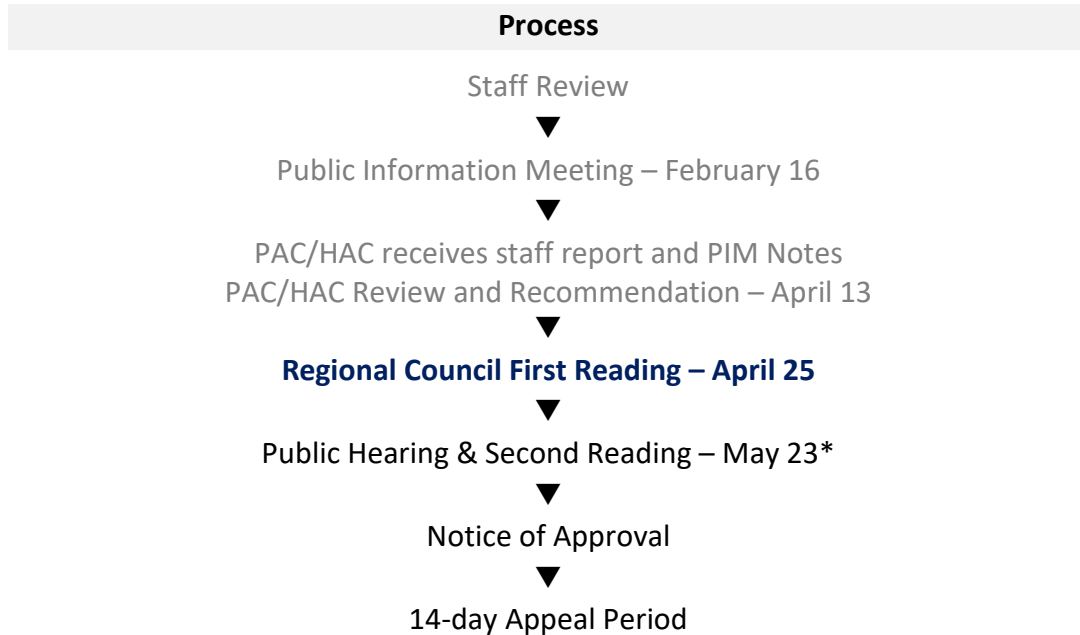
...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Attachment C of the report File #22-29 to the Planning and Heritage Advisory Committee report dated April 13, 2023, and to add that the Special Events in this Development Agreement be moved from 8 to 12 for the timeframe of mid-May to mid-October in the calendar year”.

If approved by Council the number of private events in this development agreement will be increased from a maximum of eight (8) to twelve (12) for the timeframe of mid-May to mid-October.

Following the discussion for this application, PAC/HAC also made the recommendation “that Planning and Development Staff bring information to PAC/HAC to review currently existing agricultural policies within the municipality and provincial statements of agricultural interest.” The agricultural policies and Statements of Provincial Interest will be reviewed by staff and an information report will be brought back to the PAC/HAC at a future meeting.

NEXT STEPS

The process for this application is as follows.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, Council may decide to:

- 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.

APPENDICIES

Appendix A 2023-04-13 Staff Report Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29

CHIEF ADMINISTRATIVE OFFICER REVIEW

The draft Development Agreement related to the associated PIDs has created considerable discussion within the community. Arguments both in favor and opposing the DA and the proposed associated uses of the lands. I encourage Council to consider the formal process for decision making as outlined above by the Director. Council as a whole has yet to be formally presented with the report and information from staff and recommended by PAC /HAC associated with the draft DA. In addition the PIM meeting is an initial step in the DA application process by which the community and applicant can consider the application and it's various components.

Supporting the recommendation for First Reading and Public Hearing should not by itself be viewed as a sign of support for the DA but an opportunity for the public and the applicant to present their formalized concerns or support for the DA. Essentially as a motion can be moved and seconded within the Council environment allowing for discussion and not guaranteeing approval. In the case of the draft DA before Council the decision to approve, amend or deny would be carried out when Council is asked to approve second reading.

Report Prepared by: _____
Sara Poirier, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	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: Sara Poirier, Director of Planning and Development

Date: 2023-04-13

Subject: Development Agreement: PID 45166915 and PID 45148608, Scotch Village Station Road; File #22-29

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Staff recommends 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 a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road in a manner substantively the same as the draft set out in Attachment C of the report File #22-29 to the Planning and Heritage Advisory Committee report dated April 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Jessica and Allan Hill 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

Property <input checked="" type="checkbox"/>	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 on January 20, 2023, from Jessica Hill to consider permitting a yoga studio and campground with a variety of tourist accommodations and other accessory uses on PID 45166915 and PID 45148608 on Scotch Village Station Road. The properties are owned by Allan and Jessica Hill.

DISCUSSION

PID 45166915 is a 7.5-acre lot and PID 45148608 is a 3.4-acre lot, both located on Scotch Village Station Road in Scotch Village. PID 45166915 is currently vacant and the property owners reside in a single unit dwelling on PID 45148608. They are proposing to use the entire PID 45166915 for the campground and a small portion of PID 45148608 for the yoga studio.

The lots are designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (WHMPS) (Figure 1). Part 8.0 of the WHMPS contains the overall intention for Agricultural areas in West Hants. The subject lots are zoned Agricultural Priority Two (AR-2) on the Zoning Map of the West Hants Land Use By-law (WHLUB) (Figure 2). Part 8.9 of the WHMPS contains the specific policies for properties zoned Agricultural Priority Two (AR-2). Based on the zoning and lot size of the currently vacant PID 45166915, the property owners could apply for any of the permitted uses within the Agricultural Priority Two (AR-2) zone and construct a single or two-unit dwelling or manufactured home as-of-right, pending building permit approval.

The proposed yoga studio and campground including tourist accommodations are only permitted to be considered in the Agricultural Priority Two (AR-2) zone by development agreement.

Proposal

The property owners are proposing to enter into a development agreement to allow a yoga studio and a campground with a variety of tourist accommodations and other accessory uses on the properties. The proposed accommodations on the lots will consist of: ten (10) tent sites, three (3) recreational vehicle (RV) sites, six (6) cabins, and one 3-bedroom lodge. The owners have also requested their existing single unit dwelling on PID 45148608 be permitted to be used for accommodations, as required prior to the campground being fully established. Accessory buildings to those uses may include: an administrative office for guest check-in, washroom facilities and sheds for firewood and utilities. There will be a common fire pit area, playground, and picnic areas on the lots as well. Figure 3 shows the tentative location of these uses. The

property owners have also requested the development agreement allow private indoor or outdoor events to allow them to host a private yoga retreats, small weddings or family reunions on the lots. Permitted uses are listed in Section 2.1, *Use*, of the draft development agreement.

Section 2.13, *Hours of Operation*, of the draft development agreement limits the season of the campground to mid-May to mid-October each year. The administrative office is permitted to operate between 7 a.m. and 7 p.m. daily during that time, with the owners maintaining quiet hours between 10:30 p.m. and 6 a.m. the following day. The property owners plan to open the yoga studio to the general public as well as guests of the accommodations. The yoga studio will be permitted to operate between 7 a.m. and 9 p.m. daily throughout the year. The draft development agreement also limits the number of outdoor private events to eight (8) per year between mid-May to mid-October. The property owners suggested the number of private events be increased to a maximum of twelve (12) during the same time period, however staff are recommending a maximum of eight (8).

The draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River. The draft development agreement allows a maximum of five (5) tent sites within this area, without any type of structure.

The properties are not serviced by Municipal water or sewer therefore any water supply or septic disposal required for these uses 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. Access for the proposed uses must be approved by the Provincial Department of Public Works and all parking for the proposed uses, including outdoor private events, must be provided on the subject lots. Similar to any other resident within the Municipality who would like to have a small campfire, the property owners must follow all the requirements of the Municipal Outdoors Fires By-law and enforce adherence to the Nova Scotia Department of Natural Resources burn restrictions.

Section 2.12, *Operator Presence*, of the draft development agreement requires the owners or a representative to be present on-site while the campground is in use. This will ensure the requirements of the development agreement are met.

The draft development agreement can be found in Appendix C.

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 Rural Commercial (RC) and Recreation Commercial (RecC) uses in the Agricultural Priority Two (AR-2) 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 operation or integrity of existing 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 Fire Chief, 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.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

PID 45166915 is bound by the Herbert River to the south. The Municipal Climate Change Action Plan (MCCAP) for West Hants (2013) Inland Flooding map shows part of the property within the area identified as having a 0.11 - 0.50m depth to water table. Section 4.3.2 of the MCCAP (pg. 40-41) explains the Inland Flooding map in more detail. It states “The Depth to Water Table categories, as seen on the map, indicate quality of drainage: the 0-0.10 m class is generally associated with poor drainage and the 0.11-0.50 m class with imperfect drainage. These areas can be used to infer where water will naturally flow and/or accumulate in the landscape.” It also states “Where imperfectly and poorly drained WAM units are related to rivers and shorelines—which is what has been mapped for West Hants—then potential flood areas may be inferred with caution. Nonetheless, the inland flooding map does detail where more detailed flood risk mapping is warranted.”

Other than the MCCAP mapping, the Municipality has no further mapping of the property related to flood risk and there is currently no Municipal restriction on development of the site in relation to the potential for flooding.

The Province has a Provincial Landscape Viewer mapping available online. On the Provincial mapping it shows floodplain along the Herbert River in the location of the subject lots. In response to an inquiry about the mapping layer a Provincial Landscape Ecologist provided the following information “Theses Floodplain elements are part of ELC layer that represent areas that are adjacent to rivers and streams that are annually or periodically flooded and enriched by sediment. Elements were developed from the base ELC – Ecosections layer. The Ecosections were originally mapped in the 1990s, where we merge adjacent landform polygons of similar attributes (soil texture, drainage and topo position), and produce maps at a scale of 1:50 000 for the entire province. This mapping was developed to support for broad-scale, regional forest and biodiversity planning. As you can likely see there are some alignment issues with this data set. Recent advancement in GIS technology and remote sensing (Lidar) have provided an opportunity to improve the mapped boundaries of the ecological units in the provincial ELC. NS Government is working on update the ELC with this new mapping technology but will not likely be available for the next year or two. My advice to only use this in very broad sense, e.g., there is likely a floodplain along this waterbody. If you need precise mapping, some of DEM datasets are better for property-level planning or zoning or other tactical planning.”

As noted in the descriptions of both the Municipal and Provincial mapping more details flood risk mapping is required for the Municipality.

Local residents have described concerns of PID 45166915 flooding, mentioning that this typically occurs every 3-5 years when ice jams up on a small island downstream of the subject lot causing the river to flood onto this subject lot. Local residents provided pictures from winter in the early 2000's and in 2014 when this has occurred (shown in Attachment E). They noted that water level of the river can vary greatly throughout the year. The water levels in the winter can be very high, especially if ice accumulates in the river, and the water levels can be very shallow in this location in the summer. The main concern of residents in relation to flooding is the potential for septic systems overflowing into the river or any debris contaminating the river from the proposed uses which could impact properties downstream.

Staff contacted the Department of Environment (DoE) in relation to septic systems on properties abutting watercourses and with potential seasonal flooding issues. The representative from the DoE stated "As discussed, the required separation distance of an on-site sewage disposal system from a watercourse or wetland is 15 metres for the water-tight portions of the system (tank) and 30 metres for the non-water-tight portion (distribution trench). On-site sewage disposal systems can be eligible for notification on properties with potential flooding issues provided that they can meet all separation distance requirements, including a 1 metre vertical clearance distance from groundwater." The DoE representative also mentioned that "if the system is a different type not pre-approved by the province and/or designed specifically for the site or can't meet all the required separation distances for the property then it must be completed by an Engineer and be submitted as an approval application. These applications go through the full review process prior to approval and are reviewed by our Regional Engineer." This outlines that there are options available to the property owners to work with a qualified professional to design a septic system for the proposed uses that will most likely be approved by DoE.

The property owner has provided comment that "We know that flooding is certainly a concern for either agriculture or campground infrastructure, however this too has been taken into consideration. Sites at risk of flooding are tent only sites and are unlikely to be in use during times that the Herbert River runs high. The Winter, Early Spring and Late Fall - high times for the river - are off seasons for tent camping. Plus the sites are sufficiently set back from the river to allow the watercourse to do its primary job of absorbing pollutants, reducing stormwater runoff and managing erosion." The property owners are also exploring alternative forms of washroom facilities including composting toilets.

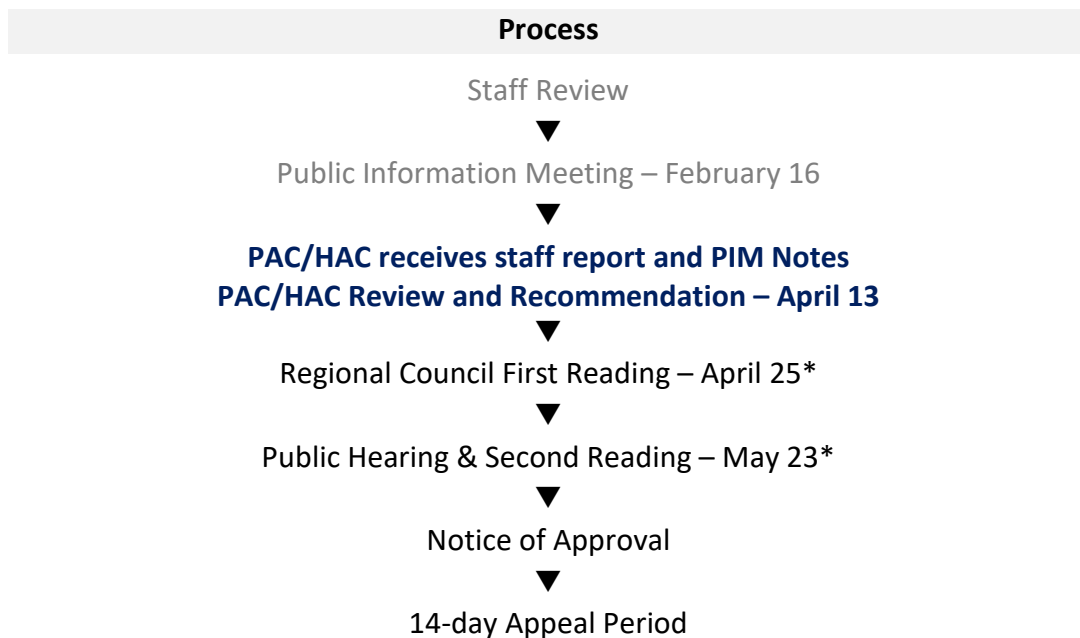
Property owners are ultimately responsible for ensuring that their lots are suitable for the proposed uses. The draft development agreement limits the campground to mid-May to mid-October which should be outside of any time where flooding has been experienced on the subject lot. It requires the property owner or representative to be on site during operation which will ensure the safe use of the subject lots during the campground operating season. The

draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River, in which a maximum of five (5) tent sites will be permitted without any structures. It also requires the property owners to have water supply and septic disposal systems designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at their expense. The owners also are required to clean out washroom facilities at the end of camping season. These clauses will ensure there should be no contamination or safety issues in association with potential seasonal flooding of the property.

The Coastal Flooding map does not show any risk of coastal flooding on the property.

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 an development agreement to allow a campground, tourist accommodations, a yoga studio and other accessory uses on PID 45166915 on Scotch Village Station Road.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, 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
Figure 3	Proposal Submitted by Property Owners
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 45166915
Attachment E	Public Information Meeting Notes

Report Prepared by: _____
Sara Poirier, Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Planner

Figure 1
West Hants GFLUM Extract

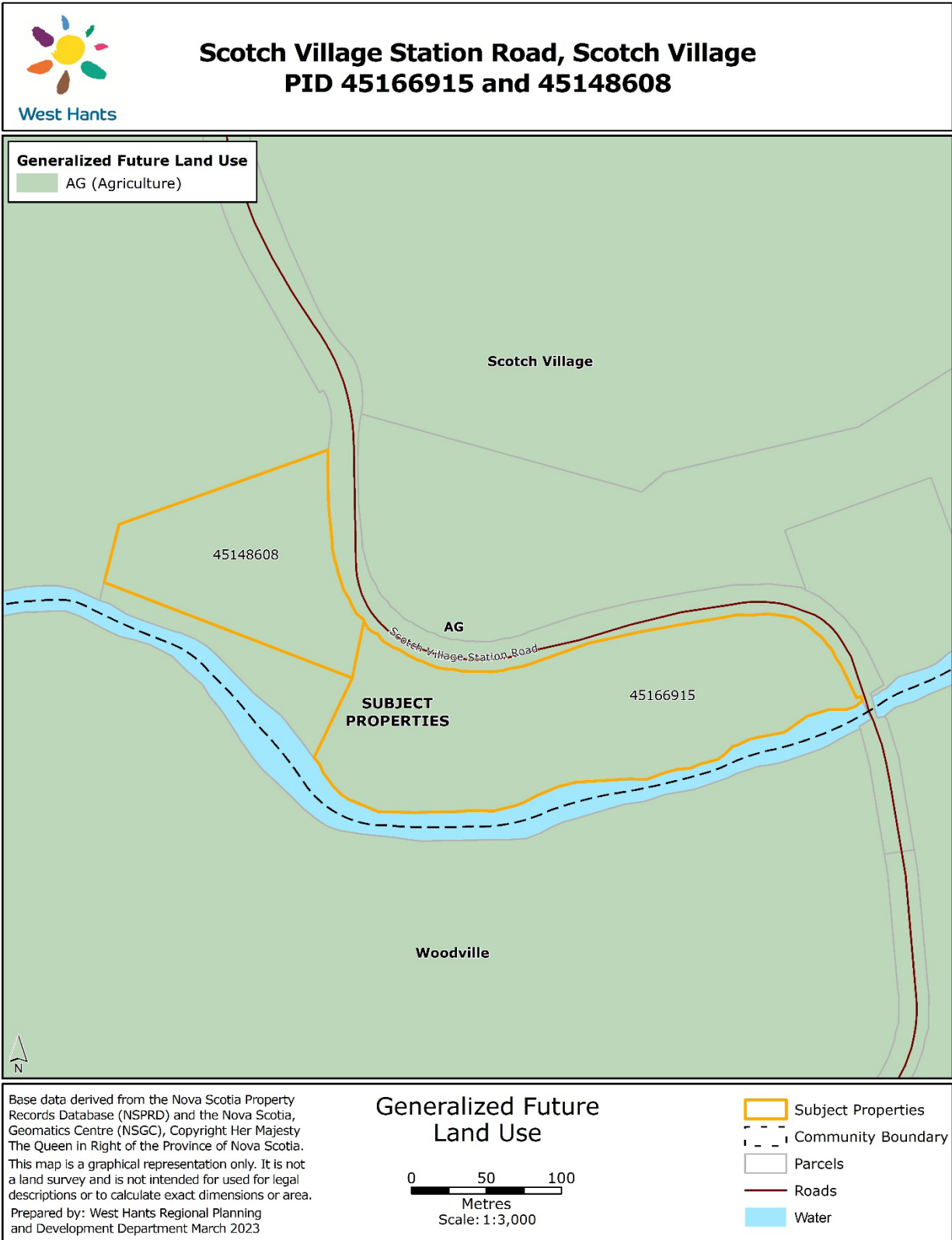


Figure 2
West Hants Zoning Map Extract

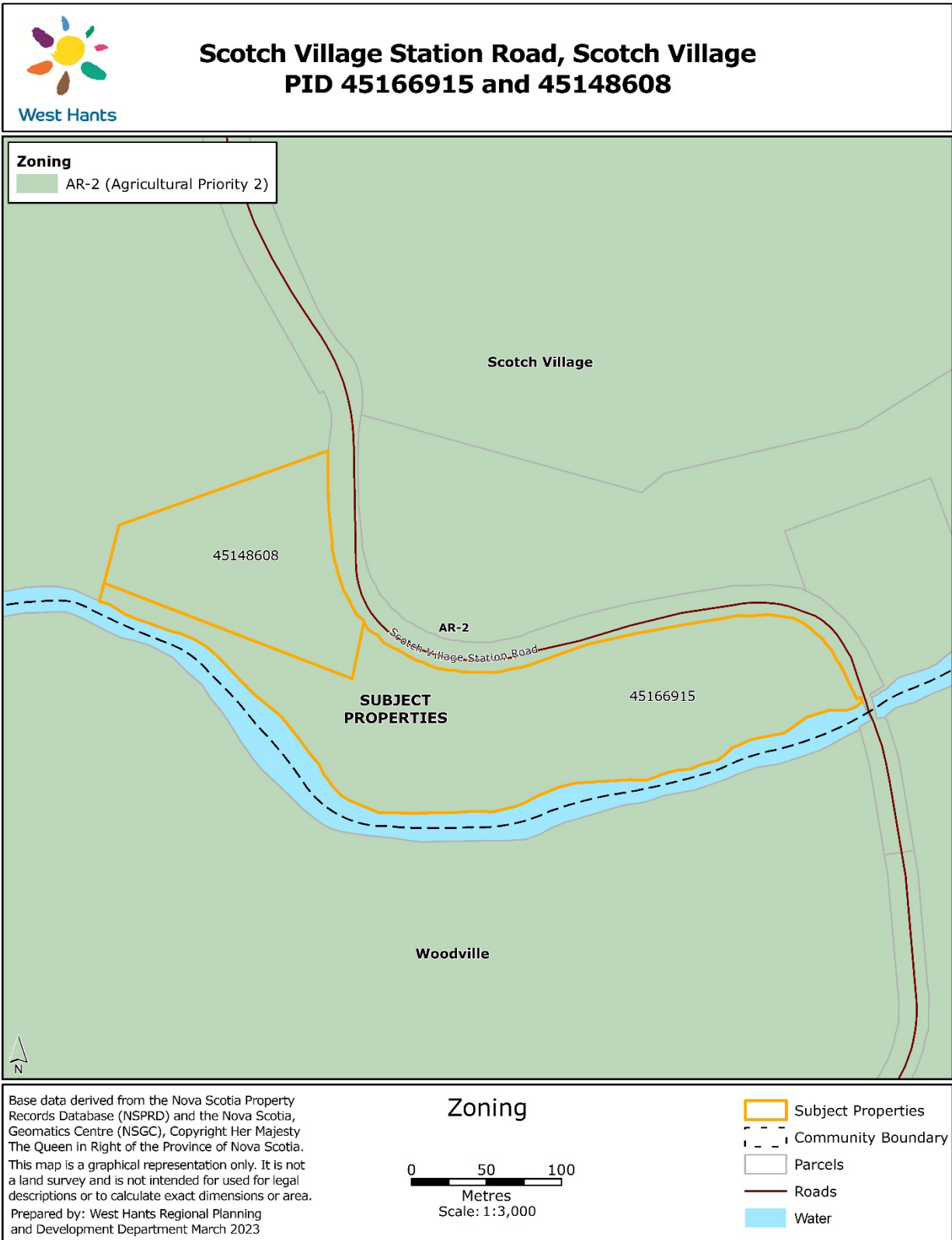
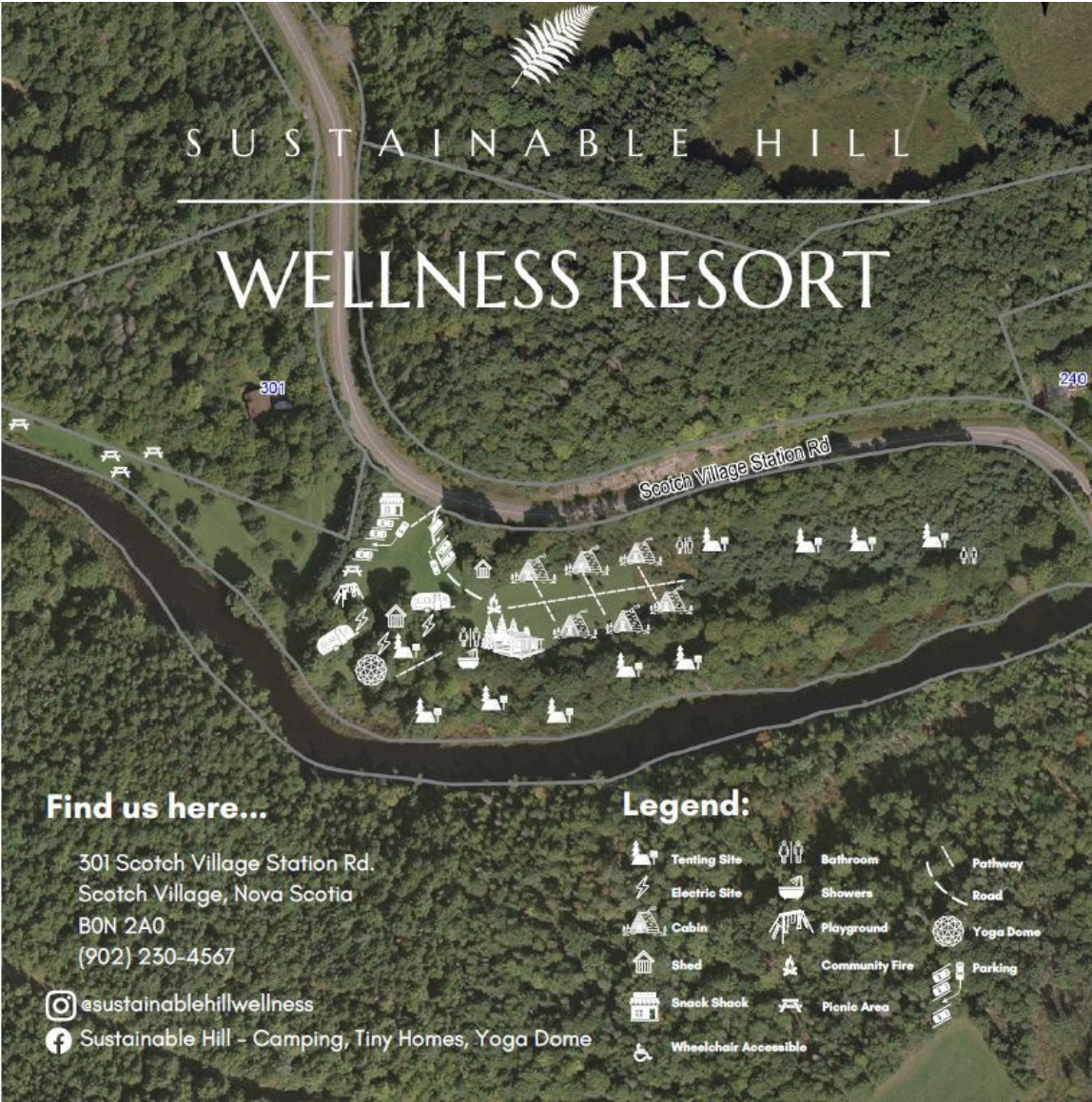


Figure 3
Proposal Submitted by Property Owners



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:

<i>CRITERIA</i>	COMMENT
<i>(a) the development site has been determined to have little or no agricultural capability in accordance with Policy 8.6.1;</i>	See below.
<i>(b) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i>	PID 45166915 is a 7.5-acre lot bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). The draft development agreement requires approved access to the lots by Nova Scotia Department of Public Works, on-site parking and regulates hours of operation for the proposed uses. It is not anticipated that the proposed uses will adversely affect any existing agricultural operations.
<i>(c) the predominant agricultural character of the area will not be adversely affected;</i>	It is not uncommon for Rural Commercial (RC) and Recreation Commercial (RecC) uses to occur in agricultural areas. For example, the Beech Brook Campground in Ardoise and Smileys Provincial Park and Campground in McKay Section are located within the Agricultural designation. This proposal is on a smaller scale, more suitable to the size of the subject lot. All proposed uses and required parking must be provided on the subject lots. It is not anticipated to adversely affect the agricultural character of the area.

<p><i>(d) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i></p>	<p>All structures will need to meet the setback and yard requirements of the underlying Agriculture Priority Two (AR-2) zone. As PID 45166915 is bound by the Herbert River and Scotch Village Station Road the only additional buffer required in the draft development agreement is a 50 ft. (15.24 m.) wide natural buffer of trees abutting the Herbert River. A maximum of five (5) tent sites are permitted within this area however no structures shall be constructed within the buffer. The draft development agreement also requires that the property owners will keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover</p>
<p><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></p>	<p>The Recreation Commercial (RecC) campground requires a larger property than it typically found in a Growth Centre, Village or Hamlet.</p>
<p><i>(f) safe and efficient roadway access is provided;</i></p>	<p>Scotch Village Station Road is a Provincially owned road under the jurisdiction of the Department of Public Works (DPW). The DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact. Any existing access on the property or any proposed new access locations will need to be assessed for the proposed future uses.” DPW added that “the developer is advised that a Work Within Highway Right-of-Way permit will be required. Applications submissions shall include a complete intersection design. The access design must also include turning templates for an appropriate design vehicle</p>

	that demonstrates the site can be used without off-tracking.” This would all be required to be provided prior to the property owners receiving development permits for the proposed uses.
<i>(g) adequate on-site parking is provided;</i>	<p>All parking required for the proposed uses must be provided on the subject lots.</p> <p>Parking requirements outlined in the draft development agreement ensure at least one (1) parking space is provided for every tent site and one (1) parking space is provided for every 100 sq. ft. (9.29 sq. m.) gross floor area dedicated to the yoga studio. Parking for outdoor events shall be in addition to the parking requirements above. The parking spaces shall be a minimum of 10 ft. x 20 ft. (3.05 m. x 6.10 m.).</p>
<i>(h) the development is compatible with adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	The DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact.”
<i>(ii) hours of operation;</i>	<p>The draft development agreement limits the campground to operate from mid-May to mid-October. The hours of operation of the administrative office for the campground are between 7 a.m. and 7 p.m. daily, Monday to Sunday, inclusive. The Campground must maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day.</p> <p>The draft development agreement permits the yoga studio to operate between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive.</p>

	<p>The draft development agreement also permits a maximum of eight (8) outdoor private events per year between mid-May to mid-October. Outdoor private events shall be permitted to operate between 7 a.m. and 9 p.m. daily, or 7 a.m. and 11 p.m. Thursday through Saturdays if enclosed in a temporary structure.</p> <p>These hours of operation would be compatible with the adjacent agricultural and residential uses.</p>
<i>(iii) size and design of building(s);</i>	All structures will require the appropriate building and development permits prior to construction.
<i>(iv) signage; and</i>	Signage and illumination will be regulated under sections 5.18 and 7.0 of the LUB which controls lighting, size, location, and number of signs. The draft development agreement allows one additional ground sign to be permitted in association with the campground.
<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. There will be trails located on the subject lots for people staying at the campground to walk from the parking area to their tent site.
<i>(i) any other matter which may be addressed in a development agreement;</i>	Staff reviewed the 2005 Provincial report entitled “ <i>A Guide to Starting and Operating a Campground Business in Nova Scotia</i> ”. Section 7.2 of the report describes design guidelines and suggestions for campgrounds

	<p>in Nova Scotia and notes that Federal and Provincial park planning standards call for a development standard of between four and eight sites per acre (gross). This proposed campground being on a 7.5-acre lot and proposing a total of up to 28 separate sites/bedrooms would meet this guideline.</p> <p>As the campground is proposed on a property located within the agriculture designation and is zoned Agriculture Priority Two (AR-2), topsoil removal and the development of new public streets or private roads will be prohibited in accordance with WHMPS Policy 8.3.1 and 8.4.1 and the WHLUB 18.12.</p> <p>To ensure the campground is maintained and requirements of the draft development agreement are enforced, a clause was added to require the owners or representative of the owner to be present on-site while the campground is in use.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</p> <p>All other matters are addressed elsewhere in this report.</p>
<i>(j) Policy 16.3.1.</i>	Please see Attachment B for further details.

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
<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 this property 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>A study has been prepared by a professional agrologist for PID 45166915, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations.</p> <p>PID 45148608 was not included in the study as the proposed uses are to be contained within existing buildings or within temporary structures on the lot.</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 has identified the soils on the property to be mainly Class 3 with some Class 2 in areas.</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 reports that the land is rated as Canada Land Inventory (CLI) Class 3 with some Class 2 land in areas but has constraints which limit the use of the land for agriculture. These limitations which influence the viability for agricultural production were identified as “the plot size and shape, as well as the propensity towards flooding as it is interval land”.</p> <p>The lot is not currently in agricultural production and would not result in a loss of production based on the proposed use.</p>

<i>(c) the study shall:</i>	
<i>(i) be prepared by a registered full member of the Nova Scotia Institute of Agrologists;</i>	Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA).
<i>(ii) require a site inspection by the agrologist;</i>	The agrologist performed a site inspection on Thursday, November 10, 2022.
<i>(iii) specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;</i>	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.
<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>	Refer to the Study Criteria section in Attachment D.
<i>(v) include a site plan illustrating the area studied and any relevant site features;</i>	Included within Attachment D.
<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;</i>	The agrologist interviewed property owners within 500 m. of the subject lot and reported their findings in the Impact on Neighbouring Farms section of Attachment D. In summary the agrologist report states that moving “this land parcel from AR-2 to recreation commercial to develop a wellness retreat may potentially have some adverse effect on neighbouring agricultural properties, mostly from nuisance and liability perspective.” The

<p><i>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>property owner has added that “we plan to have garbage, recycling and compost facilities on site. We will make our resort’s property lines well known through the use of site maps and signage. Although we cannot control what people do off our property, we don’t anticipate the guests we attract will be inconsiderate. We invite guests to share in our personal values of respect for nature and we vow to participate in the protection of endangered species such as the lady’s slipper flower.”</p> <p>As this is a development agreement application, many of the concerns from adjacent property owners can be mitigated by adding clauses in the draft development agreement in relation to signage, garbage collection, hours of operation, etc.</p>
<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 farmed prior to this request”.</p>
<p><i>(viii) indicate the implications of fragmenting the land.</i></p>	<p>PID 45166915 is a 7.5-acre lot bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). 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 Municipal Project Engineer stated that “there is no municipal water or sewer in this area.” Any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.
<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 include any full-time residential uses.
<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 there should be no issues from their perspective. They added that the property owners may want to review the requirements for accessibility under the Nova Scotia Building Code Regulations. The Building Code requirements will need to be met during the construction of the proposed buildings. The local Fire Chief does not have any concerns regarding the adequacy of fire protection for the proposed uses.

<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>As noted in 8.9.4 (h)(i), the DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact.”</p>
<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 Municipal Project Engineer stated that “there is no municipal water or sewer in this area.” Any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>As noted in 8.9.4 (f) the DPW stated “the anticipated traffic from the proposed future uses can be accommodated by the Scotch Village Station Road with minimal impact. Any existing access on the property or any proposed new access locations will need to be assessed for the proposed future uses.” DPW added that “the developer is advised that a Work Within Highway Right-of-Way permit will be required. Applications submissions shall include a complete intersection design. The access design must also include turning templates for an appropriate design vehicle that demonstrates the site can be used without off-tracking.” This would all be required to be provided prior to the property owners receiving development permits for the proposed uses.</p> <p>There is no rail transportation in this area. No impact on pedestrian traffic or safety is anticipated.</p>

<p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>Development control staff commented that “the dimensions, shape and size of the proposed lots intended for the development are adequate for this proposal.”</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>This proposal is not anticipated to change the pattern of development in the area. Development control staff noted that as the campground becomes popular and attracts people to the area, other property owners may see the opportunity to convert their properties to non-agriculture related uses. However, as an agrologist report is required for each unique proposal within the Agricultural Priority Two (AR-2) and Agricultural Priority Three (AR-3) zones this ensures each case is considered separately.</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>PID 45166915 is relatively flat and bound by the Herbert River, Scotch Village Station Road and the other subject lot owned by the property owners (PID 45148608). PID 45148608 slopes upward from PID 45166915 to level off where the single unit dwelling is, then slopes upward to the north.</p> <p>There are no evident concerns in terms of steepness of grade, soil or geological conditions.</p> <p>There is a water body called the Herbert River along the south property line of PID 45166915. The MCCAP for West Hants (2013) Inland Flooding map shows part of the property within the area identified as having a 0.11 - 0.50m depth to water table, which is described as having imperfect drainage. The MCCAP states “These areas can be used to</p>

infer where water will naturally flow and/or accumulate in the landscape.”

Local residents have described concerns of PID 45166915 flooding, mentioning that this typically occurs every 3-5 years when ice jams up on a small island downstream of the subject lot causing the river to flood onto this subject lot. Local residents provided pictures from winter in the early 2000's and in 2014 when this has occurred. They noted that water level of the river can vary greatly throughout the year. The water levels in the winter can be very high, especially if ice accumulates in the river, and the water levels can be very shallow in this location in the summer. The main concern of residents in relation to flooding is the potential septic system overflowing into the river or any debris contaminating the river from the proposed uses which could impact properties downstream.

Staff contacted the Department of Environment (DoE) in relation to septic systems near watercourses and with potential seasonal flooding issues. The representative from the DoE stated “As discussed, the required separation distance of an on-site sewage disposal system from a watercourse or wetland is 15 metres for the water-tight portions of the system (tank) and 30 metres for the non-water-tight portion (distribution trench). On-site sewage disposal systems can be eligible for notification on properties with potential flooding issues provided that they can meet all separation distance requirements, including a 1 metre vertical clearance distance from

groundwater.” The DoE representative also mentioned that “if the system is a different type not pre-approved by the province and/or designed specifically for the site or can’t meet all the required separation distances for the property then it must be completed by an Engineer and be submitted as an approval application. These applications go through the full review process prior to approval and are reviewed by our Regional Engineer.” This outlines that there are options available to the property owners to work with a qualified professional to design a septic system for the proposed uses that will most likely be approved by DoE.

The property owner has provided comment that “We know that flooding is certainly a concern for either agriculture or campground infrastructure, however this too has been taken into consideration. Sites at risk of flooding are tent only sites and are unlikely to be in use during times that the Herbert River runs high. The Winter, Early Spring and Late Fall - high times for the river - are off seasons for tent camping. Plus the sites are sufficiently set back from the river to allow the watercourse to do its primary job of absorbing pollutants, reducing stormwater runoff and managing erosion. Finally, we plan to use building materials for our infrastructure that is water resistant and able to withstand a hurricane.” The property owners are also exploring alternative forms of washroom facilities including composting toilets which would not require a distribution trench and would be emptied regularly.

	<p>Property owners are ultimately responsible for ensuring that their lots are suitable for the proposed uses. The draft development agreement limits the campground to mid-May to mid-October which should be outside of any time where flooding has been experienced on the subject lot. It requires the property owner or representative to be on site during operation which will ensure the safe use of the subject lots during the campground operating season. The draft development agreement requires a 50 ft. (15.24 m.) wide natural buffer of trees to be kept along the lot line of PID 45166915 abutting the Herbert River, in which a maximum of five (5) tent sites will be permitted without any structures. It also requires the property owners to have water supply and septic disposal systems designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at their expense. The owners also are required to clean out washroom facilities at the end of camping season. These clauses will ensure there should be no contamination or safety issues in association with potential seasonal flooding of the property.</p> <p>It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.</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>

<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>There are no other relevant policies of this Strategy.</p>
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Attachment C
Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

Allan and Jessica Hill, of 301 Scotch Village Station Road, Scotch Village, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owners”)

OF THE SECOND PART

WHEREAS the Owners are the registered owners of parcels of land located on Scotch Village Station Road, PID 45166915 and 45148608, hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Properties are designated Agriculture on the Generalized Future Land Use Map of the Municipal Planning Strategy, zoned Agricultural Priority Two (AR-2) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owners have requested that the Municipality enter into a development agreement to permit a yoga studio and campground with a variety of tourist accommodations and other accessory uses on the Properties (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 Rural Commercial (RC) and Recreation Commercial (RecC) uses in the Agricultural Priority Two (AR-2) zone; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2023 approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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, except those defined as follows:

- (a) “Campground” means an area of land used to provide a range of short-term accommodations to the travelling or vacationing public which adheres to the regulations outlined in the Tourist Accommodations Act. The Campground includes but is not limited to tent sites, recreational vehicle sites, separate buildings each containing a one or two-bedroom rental units used as an alternative form of accommodation, and a lodge, and includes accessory facilities which support the use such as administration offices, washroom facilities, storage sheds, and communal areas such as a common fire pit, playground and picnic tables. The Campground does not include the use of mobile homes or trailers on a permanent year-round basis.
- (b) “Private events” means a building, structure, land or part thereof used to host commercial events including, but not limited to, weddings, family reunions, or other gatherings and may include the consumption of food and alcoholic beverages but shall not include a restaurant.
- (c) “Recreational vehicle site” means a designated pad for the traveling or vacationing public to park their recreational vehicle or to stay within a

recreational vehicle provided by the Owners. The recreational vehicle sites may have three-way service, provided the Owners received all necessary permits from Nova Scotia Power and the Department of Environment.

- (d) “Tent site” means a designated pad for travelling or vacationing public to pitch their own tent or to stay in a tent provided by the Owners.
- (e) “Yoga studio” means an indoor recreational use where classes are taught by an instructor. The yoga studio may be open to guests of the Campground and the general public.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

- Schedule A - Legal Description
- Schedule B – Concept Plan

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Properties shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) a yoga studio;
- (c) campground accommodations and facilities, including accessory building and structures;
- (d) tourist accommodations; and
- (e) private indoor or outdoor events.

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

2.2 Development Location and Design

- (a) The existing single unit dwelling on PID 45148608 may be permitted to be used as tourist accommodations, provided sufficient driveway access and parking can be provided on the lot as outlined in Section 2.5 and 2.7;
- (b) A single unit dwelling with a maximum of three (3) bedrooms may be constructed on PID 45166915 to be used for tourist accommodations with shared washroom and kitchen facilities, and may be referred to as a lodge in this Agreement.
- (c) The campground shall be located completely within PID 45166915 on Scotch Village Station Road and consist of no more than ten (10) tent sites, three (3) recreational vehicle sites, six (6) one or two-bedroom rental units, and one (1) three-bedroom lodge in the area identified as Campground on the Site Layout in Schedule B.
- (d) An administrative office for guest check-in shall be limited to 800 sq. ft. (74.32 sq. m.) or less in size and be located on PID 45166915 in the area identified as Administrative Office / Store on the Site Layout in Schedule B and shall be permitted to sell items to guests of the campground.
- (e) A yoga studio shall be located in the area identified as Campground or Yoga Studio on Schedule B.
- (f) A temporary structure may be erected for an outdoor private event and follow the provisions for temporary structures as outlined in Section 5.44 of the Land Use By-law, *Temporary Uses, Building and Structures Permitted*.
- (g) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).
- (h) The Owners shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Setbacks and Buffering

- (a) A 50 ft. (15.24 m.) wide natural buffer of trees shall be kept along the lot line of PID 45166915 abutting the Herbert River. A maximum of five (5) tent sites shall be permitted within this area. No structures shall be constructed in this area.
- (b) There shall be at least 10 ft. (3.05 m.) between each tent site and recreational vehicle site.

- (c) All other setbacks and yards shall be consistent with the underlying zone requirements for single unit dwellings in the Land Use By-law.

2.4 Removal of Topsoil

Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

2.5 Access and Egress

The main access/egress to the lots shall be directly from Scotch Village Station Road. The driveways shall be approved for commercial access by the Nova Scotia Department of Public Works prior to the campground and yoga studio opening to the public. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.6 Private Roads

No new public street or private road shall be permitted in association with this development.

2.7 Parking

- (a) All parking spaces for vehicles using the Properties shall be located on the lots.
- (b) A minimum of one (1) parking space shall be provided per tent site, recreational vehicle site, and per room of tourist accommodations.
- (c) A minimum of one (1) parking space shall be required for every 100 sq. ft. (9.29 sq. m.) gross floor area dedicated to the yoga studio.
- (d) Parking for outdoor private events shall be in addition to the parking provided above.
- (e) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owners. They may be constructed using permeable construction materials to assist with stormwater retention.
- (f) Each parking space shall be a minimum of 10 ft. by 20 ft. (3.05 m. by 6.10 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.10 m.) wide.
- (g) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.17, *Variance*, of this Agreement.

2.8 Fire Safety

A communal fire pit area will be permitted in the campground and shall be confined to an acceptable appliance and follow all the requirements of the Municipal Outdoors Fires By-law. The Owners must enforce adherence to the Nova Scotia Department of Natural Resources burn restrictions and any other applicable Provincial legislation.

2.9 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owners shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Owners 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

PID 45166915 is not serviced by municipal water and sewer. Any water supply or septic disposal required for any of the uses described in Section 2.1, *Use*, shall be designed by a qualified professional, approved by the Department of Environment if required, and installed and maintained at the expense of the Owners. All washroom facilities shall be regularly maintained and cleaned out at the end of the camping season.

(c) Snow Plowing

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

2.10 Signs and Lighting

- (a) Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs. One additional ground sign with lighting may be permitted to assist Campground users arriving after dark. The ground sign may be a maximum height of 35 ft. (10.67 m.) and a maximum area of 50 sq. ft. (4.64 sq. m.).
- (b) 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.

2.11 Storage

Open storage shall be screened from adjacent residential properties by a continuous row of trees, a hedge, a fence, or a combination of the foregoing arranged to form a dense or opaque screen.

2.12 Operator Presence

The Owners, or a representative of the Owners, shall be present on-site while the Campground is in use.

2.13 Hours of Operation

- (a) The Campground shall be permitted to operate from mid-May to mid-October each year. The general office hours for the administrative office shall be between 7 a.m. and 7 p.m. daily, Monday to Sunday, inclusive. The Campground shall maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day.
- (b) The yoga studio shall be permitted to operate between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive.
- (c) A maximum of eight (8) outdoor private events shall be permitted between mid-May to mid-October. Outdoor private events shall be permitted to operate between 7 a.m. and 9 p.m. daily, or 7 a.m. and 11 p.m. Thursday through Saturdays, if enclosed in a temporary structure.

2.14 Site Drainage

The Owners shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agree to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.15 Maintenance

- (a) The Owners shall keep the Properties 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 Owners shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

2.16 Phasing

- (a) The Municipality and the Owners acknowledge that the Development as shown on Schedule B is a phased Development. The Development location and design shall be generally consistent with the concept plan shown in Schedule B.
- (b) Phase 1 may include the development of:
 - (i) a yoga studio in the area identified as Campground or Yoga Studio on Schedule B;
 - (ii) a maximum of ten (10) tent sites and three (3) recreational vehicle sites within the area identified as Campground on Schedule B;
 - (iii) an administrative office within the area identified as Administrative Office / Store on Schedule B; and
 - (iv) accessory uses to any of the uses listed above.
- (c) Phase 2 may include the development of:
 - (i) a maximum of six (6) one or two-bedroom rental units within the area identified as Campground on Schedule B;
 - (ii) one (1) three-bedroom single unit dwelling within the area identified as Campground on Schedule B; and
 - (iii) accessory uses to any of the uses listed above.
- (d) Phase 1 and all relevant infrastructure shall be completed within forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement shall no longer be permitted and this Agreement may be discharged in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension without such an extension being deemed to be an amendment to this Agreement.
- (e) Construction of Phase 2 and all relevant infrastructure shall be completed within sixty (60) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, Development shall no longer be permitted and this Agreement may be discharged in part solely at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the

Municipality, by resolution of Council, may grant an extension without such an extension being deemed to be an amendment to this Agreement.

2.17 Variance

In accordance with Section 5.48 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (a) number of parking spaces required; and
- (b) floor area occupied by a home-based business.

PART 3 CHANGES AND DISCHARGE

3.1 The Owners shall not vary or change the use of the Properties 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 changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.

3.3 The following matters are substantive matters:

- (a) the uses permitted on the Properties as listed in Section 2.1, *Use*;
- (b) the number of tent sites, recreational vehicle sites, and buildings/rooms permitted for tourist accommodations on the Properties as listed in Section 2.2, *Development Location and Design*;
- (c) the buffering requirements as listed in Section 2.3, *Setbacks and Buffering*; and
- (d) the hours of operation as listed in Section 2.13, *Hours of Operation*.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

3.5 Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners 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 Owners, 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 Owners, provided the use of the Properties is in accordance with the 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) The Owners may not commence any construction or use on the Properties until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twelve (12) 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 by resolution of Council 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, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.
- (c) 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 Owners 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 Owners 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 Owners 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 Properties (other than the Land Use By-law 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 bylaws shall be deemed to be references to any successor legislation and bylaws 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 Owners about the suitability of the Properties for the Development proposed by this Agreement. The Owners assume 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 Owners in writing. In the event that the Owners have 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 Owners 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 Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Allan and Jessica Hill, 301 Scotch Village Station Road, Scotch Village, NS, B0N 2A0, or at any other address provided by the Owners.
- (b) The Owners 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 2T0, or at any successor address provided by the Municipality to the Owners.

5.10 Full Agreement

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Owners. 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

) Allan Hill

)

)

Per: _____

Witness

) Jessica Hill

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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. 2023, 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. 2023, 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, **Allan Hill**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, 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, **Jessica Hill**, 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 _____, 2023
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
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Allan and Jessica Hill, the “Deponents”, make oath and swear that:

1. We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit “spouse” means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Allan Hill

Jessica Hill

**Schedule A
Legal Description**

PID 45166915

ALL THAT LOT OF LAND AND PREMISES situate at Scotch Village, in the County of Hants, Province of Nova Scotia, which in a Deed from Lloyd Salter and Julia Salter to L. & K. Enterprises Limited bearing date the 14th day of June, A.D., 1976, recorded in the Office of the Registrar of Deeds for Hants County in Book 355 at Page 492, is bounded and described as follows:

ALL THAT PIECE, parcel and lot of land situate, lying and being adjacent to the Station Road so called, at or near the Village of Scotch Village, in the County of Hants, Province of Nova Scotia, more particularly described as follows:

BEGINNING at a point on the north side of the Herbert River at the northwest corner of the Herbert River Bridge;

THENCE north and northwesterly along the south side of the Station Road so called, a distance of 1,460 feet more or less to a survey marker;

THENCE due west a distance of 620 feet more or less to the high water mark of the Herbert River;

THENCE in an easterly and southeasterly direction along the several courses of the north side of the Herbert River to the place of beginning.

EXCEPTING AND RESERVING therefrom the following Lot:

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1

Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants County as Plan No. 5310.

PID 45148608

Community: Scotch Village

Designation of Parcel on Plan: Lot C-1

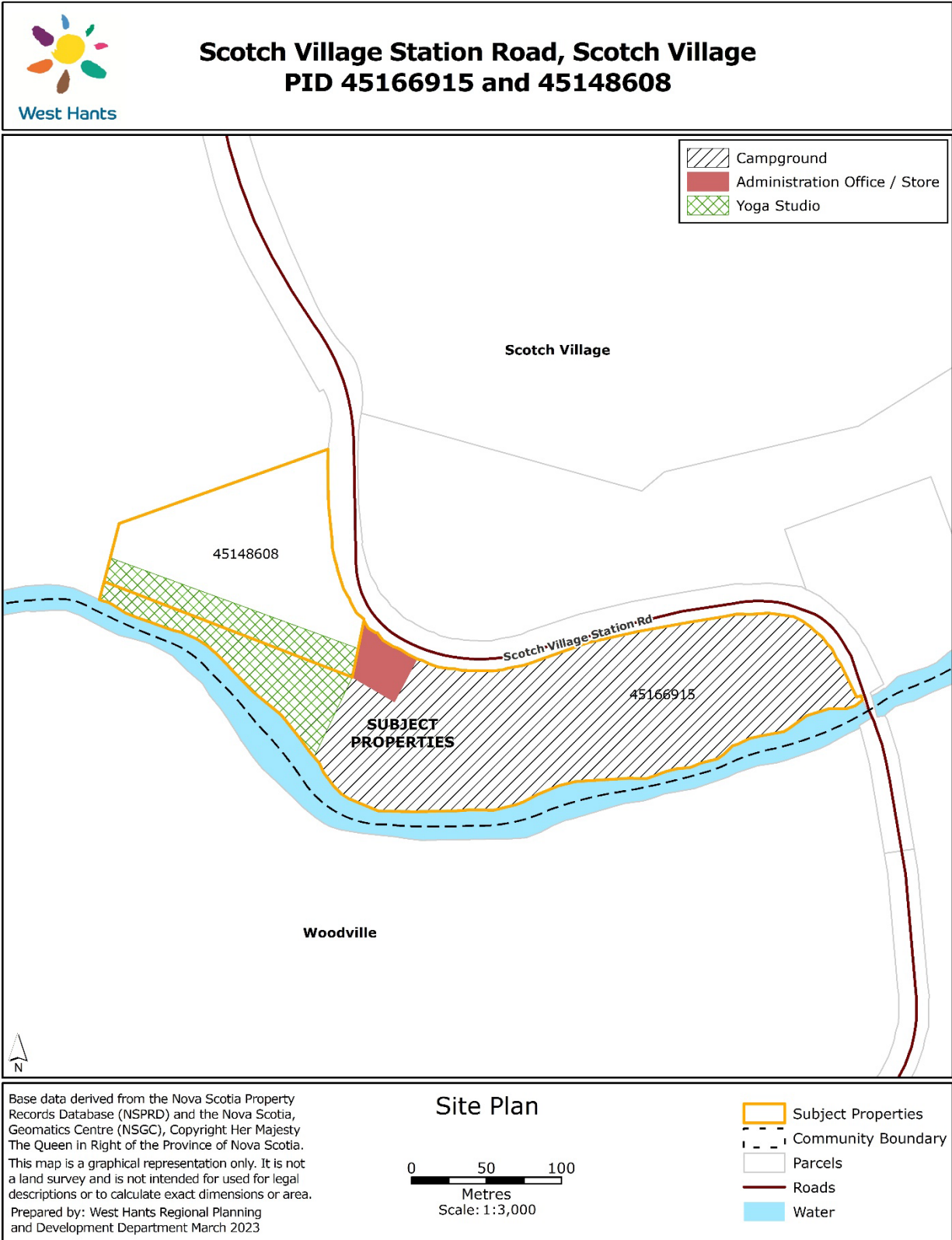
Title of the Plan: Plan Showing Subdivision of Lands of C & J Campground Enterprises Limited.

Registration County: Hants

Registration Reference of Plan: Plan No. 5310

The parcel originated with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as Plan No. 5310.

Schedule B
Concept Plan



**Attachment D
Agrologist Report**

**PROFESSIONAL AGROLOGIST REPORT
DETERMINATION OF AGRICULTURAL CAPABILITY**

LAND REZONING REQUEST OF PID# 45166915

for

Jessica & Allan Hill

January 2023



Managing Today for Tomorrow

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

Email: yvonne@thyagrissenconsulting.ca

Website: www.thyagrissenconsulting.ca

I. Scope of Work

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 planning strategy providing a Professional Agrologist study to determine agricultural capability of the land. The site being assessed is not an existing or abandoned resource extraction site, and as such doesn't fall under Section 8.6.1.(a) of the strategy. The site, however, falls under Section 8.6.1(b), requiring a Professional Agrologist study to assess the agricultural capability of the land, and consider whether or not the proposed development adversely affects the viability of surrounding agricultural operations. This section of the municipal planning strategy acknowledges that the scale of the C.L.I. (Canada Land Inventory) 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.

This document embodies the Professional Agrologist study of PID# 45166915 which is co-owned by Jessica & Allan Hill. The PID is currently zoned Agricultural Priority Two (AR-2) and the current owners are requesting a rezoning to Recreation Commercial to develop a wellness retreat and campground business.

II. Professional Agrologist – Yvonne Thyssen-Post

Yvonne Thyssen-Post of Thyagrissen Consulting Limited is a Professional Agrologist with 40 years experience in the field. She is a registered full-member of the Nova Scotia Institute of Agrologists (NSIA), member ID #19311 (current membership certificate, Appendix A). Her education includes a Bachelor of Science (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 province of Nova Scotia, followed by 26 years as a private consultant serving the agricultural industry. She established her own company in 1998 - Thyagrissen Consulting Limited – where she continues to provide various professional business planning services, primarily to the agricultural industry of Atlantic Canada.

III. PID Profile

PID# 45166915 is located along the Herbert River, parallel to Scotch Village Station Road, in Scotch Village, West Hants Regional Municipality of Hants County, NS (see Appendix C). The PID is a narrow rectangular piece of property described as interval land due to its location adjacent

to the river and its' relatively level topography. It is approximately 6.5 acres in size, partially cleared, mostly wooded. Access to the PID is granted via a driveway off of the Scotch Village Station Road. This land parcel is co-owned by Jessica and Allan Hill and is currently zoned Agricultural Priority Two (AR-2) by the West Hants Regional Municipality, designated Agriculture. This PID adjoins PID# 45148608, a 4.5-acre lot zoned residential, also co-owned by the Hill's. This second PID is the location of the Hill's personal residence, a stand-alone garage, and two smaller sheds. Both PIDs are located in a narrow valley with steep slopes on the backside of Herbert River as well as to the right of the Scotch Village Station Road.

The Hill's purchased both properties in July 2022, having moved here from Ontario with their two young children. Jessica is a trained yoga instructor and had developed a business in ON where she offered yoga classes and wellness retreats. The Hill's want to develop the 6.5-acre lot, bordering the river, to create a wellness retreat and campground destination for busy people looking to reconnect with their true selves through yoga and nature (site plan in Appendix B). They wish to construct a dome-style building in which to offer yoga classes year-round, as well as develop hiking trails and nature walks in the wooded areas. Camping sites will also be developed.

The PID being considered for this rezoning request (#45166915) apparently was a campground in the 70's and 80's, called the Bar S Ranch & Campground. There is some evidence of this previous use including site stakes and water line hosing. Altering the use of the property requires a request of rezoning from AR-2 to Recreation Commercial. Land zoned AR-2 is defined in Section 8.7 of the WHMPS 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 WHMPS 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(b)(ii) of the WHMPS, which applies to this site. A determination of agricultural capability is based on the soils' capability for agriculture with a rating better than Class 4, but 90% or more of the development site exhibits limitations for agricultural use due to one or more features of the property.

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

- Author of study - Yvonne Thyssen-Post, P.Ag., is a registered full-member of the NSIA.
- A site inspection was conducted on Thursday, November 10, 2022 accompanied by Jessica and Allan Hill.
- 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 as stated on the 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 of the province 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 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. Soil surveys have been published for most of the agricultural areas, and many surrounding areas across Canada. Data from these surveys contain 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 (refer to slides in Appendix C). The site is identified as Cu-P/O.A2. The CLI describes the soil type as follows:

- The soil characteristics are consistent with those represented by the Cumberland soil classification. The surface and subsoil are described as dark reddish brown sandy loam over reddish brown sandy loam, stone free. The parent material of Cumberland soil is alluvial sands and silts along river courses.
- Topography and drainage of Cumberland soils are described as level to very gently undulating; moderately rapid drainage, but often subject to flooding. This description of the topography was confirmed during the site visit in November, as the land appeared well drained with no visible standing water. Propensity to flood would be anticipated due to the location along the river, primarily in the spring/fall when the river is full from heavy rains and ice jams are created from the winter. There was no indication of possible flooding during the site visit as the water level was well below the river banks.

- Transcribing the CLI labeling 'P' indicates soil which is well drained; 0 refers to the stoniness which is stone free; and A2 reflects the topography which is single slopes; smooth or regular surface. The #2 signifies the type of slope - very gentle sloping, 0.5 to 1.5%. Visual inspection of the site in November 2022 verified these topography parameters.
- The present land use is a combination of woods with a few cleared patches of native grass. The cleared areas have been maintained by mowing, keeping the grass short, allowing for easy access by foot. Land capability use of Cumberland soil as defined in the CLI is 'good crop land'.

There are approximately 91,000 acres in West Hants rated Class 1, 2, and 3 (less than 50% of this land is cleared, there is considerable potential for future expansion). The soil in PID# 45166915 is primarily Class 3, with a smaller portion of Class 2, according to the Atlantic Provinces Soil Class Maps, as compiled by the Soil Research Institute, Research Branch, Agriculture Canada based on maps supplied by NS Soil Survey.

- Major site features or characteristics which influence or determine soil capability include the lack of stoniness, the level topography, and rapid drainage all which are excellent soil features for cropping hay or grain crops. The exception is being subject to flooding during heavy rainfall events, and the size of the land parcel. The 6.5-acre field is inefficient to crop in terms of machinery operation due to its size and elongated shape. The parcel could make suitable pasture land for livestock but it could only support six cow-calf pairs at most, for the summer. Pasturing livestock would also require fencing along the river and roadway to keep cattle out of harms way and avoid polluting the river. The possibility of polluting the river increases with run-off during flood events. The viability of investing in fencing for such a small piece of property for pasture is questionable.
- Appendix C locates the site via commercially available mapping software, soils maps and aerial photography. This is a separate PID and the request is to rezone the entire PID.

V. Impact on Neighboring Farms

The second parameter of the professional agrologist study is to assess the impact of rezoning land out of agriculture on neighboring farms. The study criteria include identifying reasons why the 'rezoned' use would be compatible with, or not adversely affect, area farms. It also must indicate the implications of letting the parcel go out of agricultural production and fragmenting the land. To complete this aspect of the study, agricultural land owners within 500 meters of the Hill property were identified, contacted and interviewed. They were informed of the rezoning the Hill's are requesting and asked if they saw any adverse effects resulting from it.

The following section indicates the land owners consulted, their address and a brief description of the agricultural operations.

- Blair Levy, 20 Scotch Village Station Road, owns 149 acres on both sides of the road, at the entrance off Highway #14. Both his land parcels run down to the Hebert River; 90-95 acres are cleared and cropped for hay; the remainder is forested. Firewood is harvested from the woodlot annually. This is the family home/farm that has been owned by the Levy family for several generations. His mother lived in the farm house until she passed away in 2018; Blair resides in Lower Sackville.
- Trevor Levy, 8763 Highway #14, located adjacent to Blair Levy. He owns 70 acres of land, with about 10 acres cleared. He grows hop plants for the craft brewing industry and pumpkins for direct sales. He is clearing land for further agricultural development as he said there is no good additional agricultural land available for purchase in the area. His forested land runs down to the river, and provides lumber for building projects. Trevor is employed as the Community Development Officer (Economic & Recreation Department) at the Municipality of West Hants.
- Philip Nunn, 20 Smiley Lane, McKay Section also along Highway #14, across the road from Trevor Levy. He owns about 190 acres located on both sides of Highway #14, approximately 70 acres cleared. He operates a beef feeder and hog (sow to weaner) farm. He also spreads manure and crops some of the cleared land owned by adjacent land owners.
- Rob Gueli, 418 Scotch Village Station Road, owns 156 acres, 40 of which are cleared. He and his partner are recent entrants to agriculture, having developed a ½ acre plot growing fresh vegetables and herbs for direct markets. About 30 acres of the cleared land is cropped for hay by a neighboring farmer, who also spreads manure on the land.
- Art Ward, 421 Scotch Village Station Road, owns 28 acres of land, 8 of which are cultivated, cropped for hay by another local farmer. His property adjoins the Hill property, and is the site of the Old Acadian Highway which is developed into a trail.

The following dialogue presents concerns expressed by the neighboring land owners consulted as part of this study:

- Although the parcel in question has not been used for agriculture for some time, it would be taking 'good' agricultural land out of production in an area where there is limited availability of agricultural land.
- The land is low-lying and has limited sun exposure due to the surrounding topography, thereby limiting its' agricultural productivity.

- Although it has limited productivity due to its location next to the river and its size there is concern if this small parcel was rezoned out of agriculture, it may set a precedent for future situations.
- Livestock operations in the area spread manure on the land which will create a smell for a short period of time. This may not be appealing to all visitors and could result in complaints, yet it is a natural agricultural operation to dispose of waste and is environmentally sustainable in naturally rebuilding organic matter of the soil.
- Flooding is a major concern: the river overflows infrequently but more than once in five years in recent history with heavy rains and ice jams. This would be of concern if it were to remain in agriculture as flooding would bring debris onto the land. This is also a concern for a campground supporting any infrastructure.
- Increased traffic in a rural area with lots of uninhabited land has adjacent land owners concerned about possible nuisance issues, as not all visitors will be responsible citizens:
 - a. Possibility of forest fire destroying woodlots from carelessness with open camp fires at the campground. Neighboring farm owners have forested land directly adjacent to the proposed site.
 - b. Garbage left on neighboring lands as visitors venture out for walks on trails and exploring.
 - c. Personal liability if someone were to get hurt while trespassing onto neighboring properties. There are 'unique attractions' on adjacent properties including sink holes, which are a safety concern.
 - d. Potential for polluting the water with increased traffic. Some land owners use the water in the river as an alternate water source in dry summers, to supplement their wells.
 - e. Destroying protected plant species such as yellow lady slippers by picking the attractive flower which results in the plant dying. There used to be a lot of these plants in the area but people (perhaps unaware) picked the attractive flower, killing the plant.

There were also some positive comments regarding the rezoning, indicating that it would bring economic stimulus to an area that is in dire need of such. Others expressed limited concern with the nuisance issue because the focus of the retreat is to attract people who love nature, want time to escape the busy life and would respect the neighboring properties.

VI. Rezoning Assessment Summary

The soil found in PID# 45166915 is considered good crop land in terms of agricultural capability, as recorded in the CLI. Ms. Thyssen-Post concurs with this assessment of soil capability from the site inspection conducted of the property in November 2022. The cleared portions of the PID supported respectable quality grass at the time of the visit. The parcel contains mainly Class 3

soils, with limited Class 2 soils, as reported in the Soil Classification Maps for the province. These soil classes have capability to produce good quality hay and/or pasture.

There are limitations in the site that influence its' economic viability for agricultural production including the plot size and shape, as well as the propensity towards flooding as it is interval land. The limited size of the plot and elongated shape makes machinery use for cropping inefficient and challenging. If it were fenced to provide pasture for livestock, the size is inefficient and could only accommodate a few head of cattle. Pasturing may be delayed in the spring with flooding concern, and when floods occur, there will be issues with debris coming over the land with the water.

Removing the parcel out of agriculture will not result in any loss of agriculture production as the land was not farmed prior to this rezoning request. Rezoning of the land parcel from agriculture priority two (AR-2) to recreation commercial has some potential to have adverse affects on the operations of neighboring farms. Rezoning would remove the good quality agricultural land from possible future agricultural production. Although the soil is of good quality, the parcel size limits and the flooding concerns, limits it to hay/pasture production. The concern about setting a precedent for future requests should be alleviated as the municipality requires a professional agrologist study for every rezoning request involving agricultural land, implying that each case is unique.

Rezoning the land to Recreation Commercial would increase the traffic in the area especially with campers, but the intent is to build a retreat that will provide opportunities for folks to escape the busy life. Neighboring farmers rightly have concern about the potential for nuisance issues from visitors that do not respect private property boundaries. Efforts can be made by the Hill's to instill respectful behaviors in their clients and neighboring land owners can post no trespassing signs but the risk of people not complying is always evident.

Rezoning this land parcel from AR-2 to recreation commercial to develop a wellness retreat may potentially have some adverse affect on neighboring agricultural properties, mostly from the nuisance and liability perspective. The land being considered is 'good' agricultural land but has limitations due to plot size, shape and more importantly propensity to flood. Rezoning land that is prone to flooding should be of concern if structures are to be placed on the land.

Sincerely,


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

NS Institute of Agrologist Membership

Receipt Number: 1999

2023



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 2023 (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(n) Professional Agrologist

Membership valid from Jan. 1 to Dec. 31, 2023


Member Signature

APPENDIX B

Site Photos

Proposed Site Plan

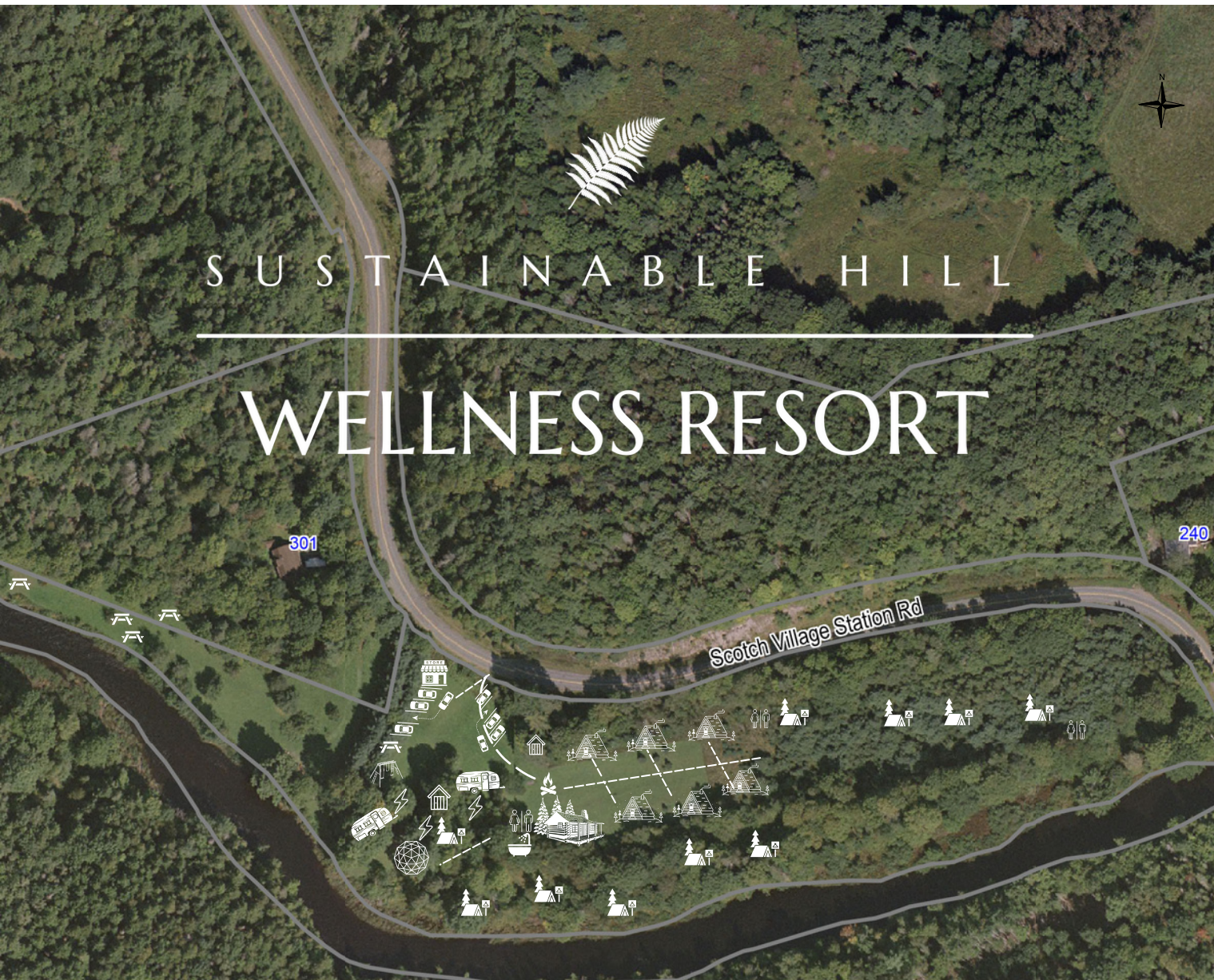
Photo taken from Viewpoint property listing showing the Herbert River and the adjacent interval land on PID# 45166915



A close-up view of PID# 45166915, combination of grassed mowed areas and woods.

S U S T A I N A B L E H I L L

WELLNESS RESORT



Find us here...

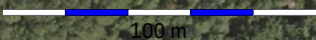
301 Scotch Village Station Rd.
Scotch Village, Nova Scotia
B0N 2A0
(902) 230-4567

 @sustainablehillwellness

 Sustainable Hill - Camping, Tiny Homes, Yoga Dome

Legend:

- | | | | | | |
|---|-----------------------|---|----------------|---|-----------|
|  | Tenting Site |  | Bathroom |  | Pathway |
|  | Electric Site |  | Showers |  | Road |
|  | Cabin |  | Playground |  | Yoga Dome |
|  | Shed |  | Community Fire |  | Parking |
|  | Snack Shack |  | Picnic Area | | |
|  | Wheelchair Accessible | | | | |



APPENDIX C

PID Identification; Agricultural Capability Determination Information



Soil Classification

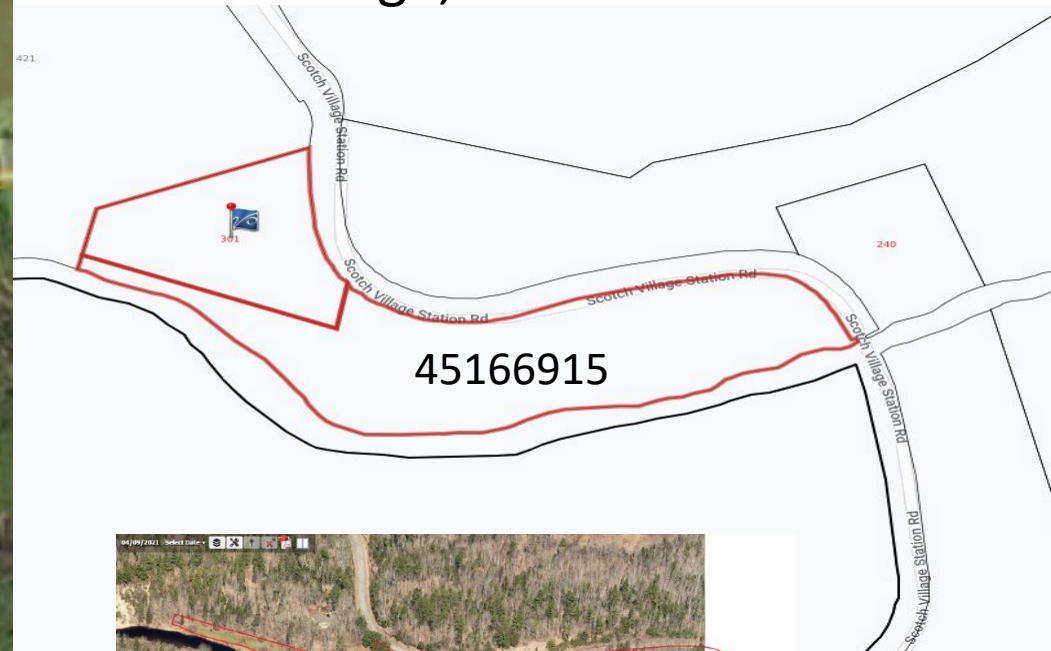
301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0
PID 45166915

Yvonne Thyssen-Post, P.Ag.
Thyagrissen Consulting Limited



PID 45166915

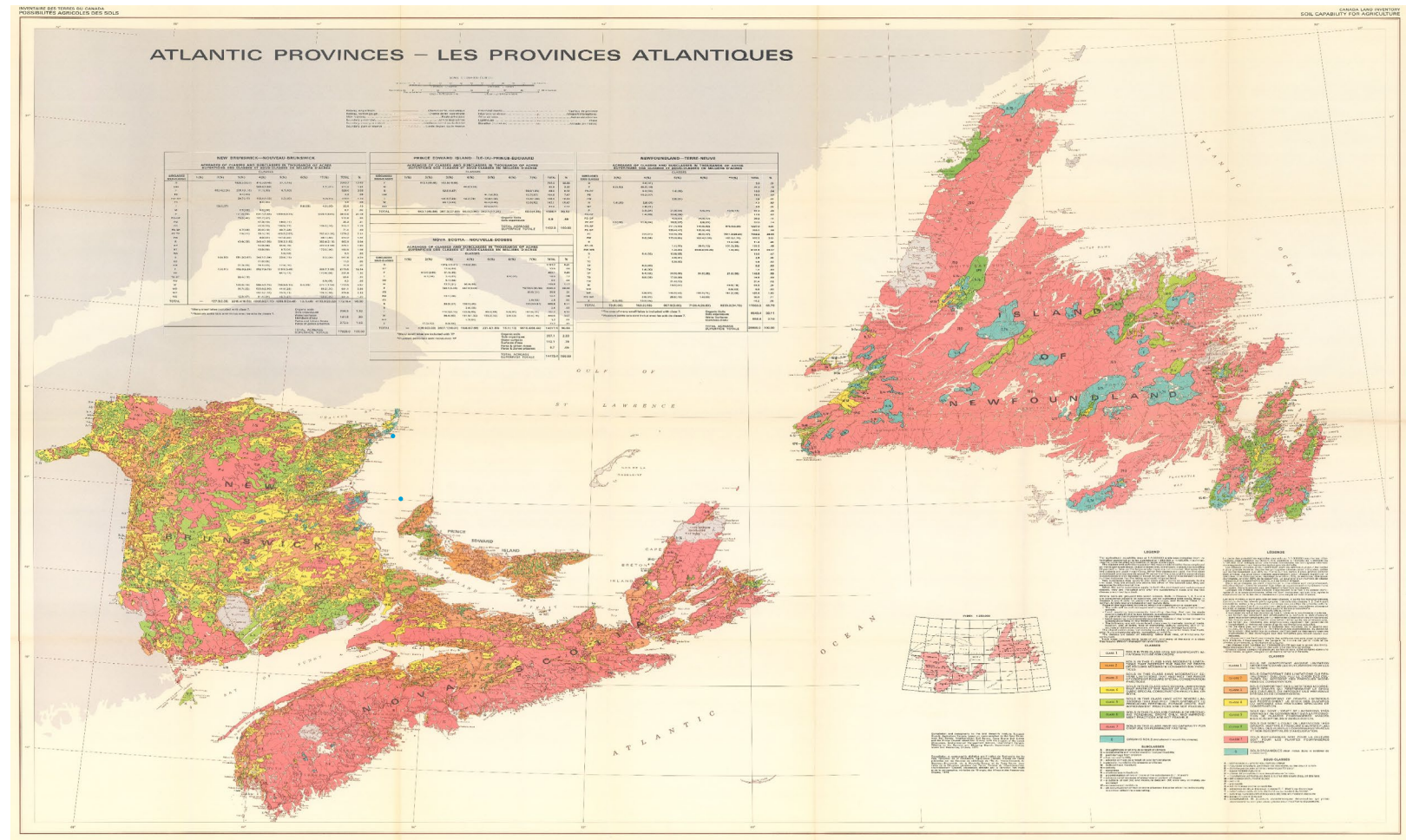
301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0



Canada Land Inventory

Soil Class

Scale 1:1,000,000



Source: Government of Canada -Canada Land Inventory - cli-1m_agr_Atlantic
https://sis.agr.gc.ca/cansis/publications/maps/cli/1m/agr/cli_1m_agr_atlantic.jpg₆

PID 45166915

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0

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.

CLASS 3

SOILS IN THIS CLASS HAVE MODERATELY SEVERE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE SPECIAL CONSERVATION PRACTICES.

CLASS 4

SOILS IN THIS CLASS HAVE SEVERE LIMITATIONS THAT RESTRICT THE RANGE OF CROPS OR REQUIRE SPECIAL CONSERVATION PRACTICES, OR BOTH.

CLASS 5

SOILS IN THIS CLASS HAVE VERY SEVERE LIMITATIONS THAT RESTRICT THEIR CAPABILITY TO PRODUCING PERENNIAL FORAGE CROPS, BUT IMPROVEMENT PRACTICES ARE NOT FEASIBLE.

CLASS 6

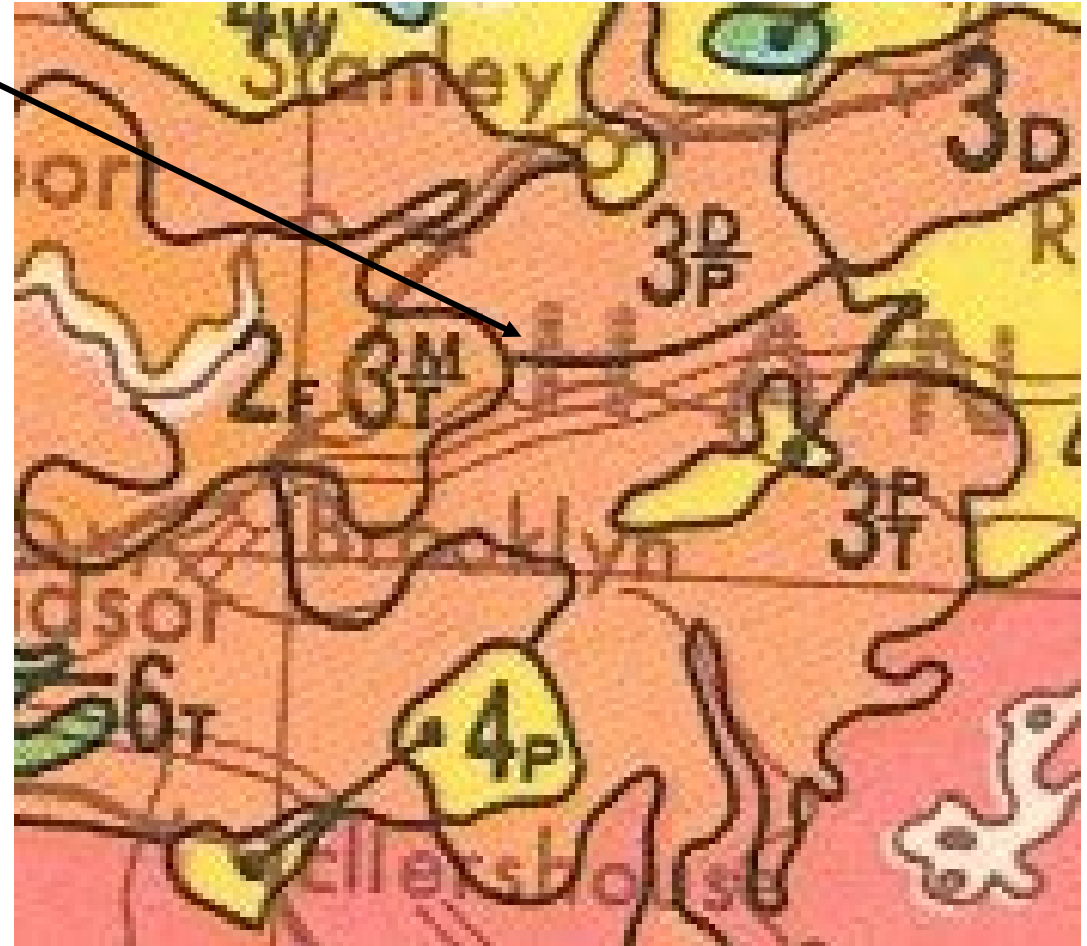
SOILS IN THIS CLASS ARE CAPABLE OF PRODUCING PERENNIAL CROPS ONLY, AND IMPROVEMENT PRACTICES ARE NOT FEASIBLE.

CLASS 7

SOILS IN THIS CLASS HAVE NO CAPABILITY FOR CROP USE OR PERMANENT PASTURE.

0

ORGANIC SOILS (not placed in capability classes).



Soil Classification

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0
PID 45166915

Soils at 301 Scotch Village Station Rd, Scotch Village, NS B0N 2A0 are in a band of Cu-P 0.A2 that runs along the river. Classed as a Cumberland Soils, it is relatively stone free along the river and is level to very gently undulating with good drainage characteristics but may be prone to flooding. Usually this type of soils is considered good land for crop production.

Soils in this area may be described as low in natural fertility and/or deficient in soil moisture. Utilization for cropping may be affected by steepness and or slope conditions.

SYMBOL	Se-P	Cu-P
SOIL CATENA	STEWIACKE	CUMBERLAND
ACREAGE	6656	5868
DESCRIPTION OF SURFACE AND SUBSOIL	Reddish brown silt loam over reddish brown silty clay loam; stone free.	Dark reddish brown sandy loam over reddish brown sandy loam; stone free.
PARENT MATERIAL	Alluvial sands and silts along river courses.	
TOPOGRAPHY AND DRAINAGE	Level to very gently undulating; moderately rapid drainage, but often subject to flooding.	
PRESENT LAND USE	Chiefly hay or grain crops.	
LAND USE CAPABILITY	GOOD CROP LAND	

301 Scotch Village Station Rd,
Scotch Village, NS B0N 2A0

PID: 45166915



Source: Soil Survey of Hants County - Area Soils map-ns5b
<https://sis.agr.gc.ca/cansis/publications/surveys/ns/index.html>

CONVENTIONS

Soil Symbol: $\frac{\text{Catena - Drainage}}{\text{Stoniness - Topography}}$

DRAINAGE

P Well drained
PH Imperfectly drained

STONINESS:

0. Stone free.
1. Slightly stony; no hindrance to cultivation.
2. Moderately stony; enough stone to interfere with cultivation unless removed.
3. Very stony; sufficient stone to be a serious handicap to cultivation.
4. Excessively stony; non-arable, too stony for cultivation.

TOPOGRAPHY

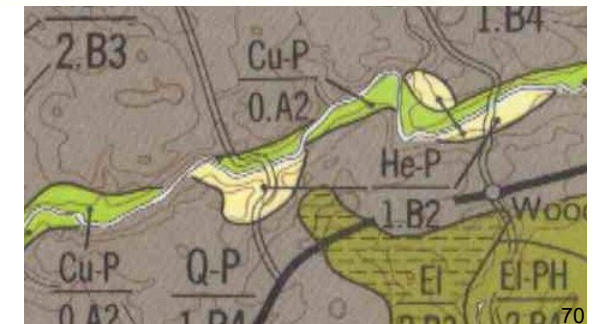
- A Single slopes; smooth or regular surface.
B Complex slopes; irregular or rough surface.

Depressional to Level

- A0. Smooth undrained basin
A1. Smooth level
B0. Irregular hummocky basin
B1. Irregular level

Sloping

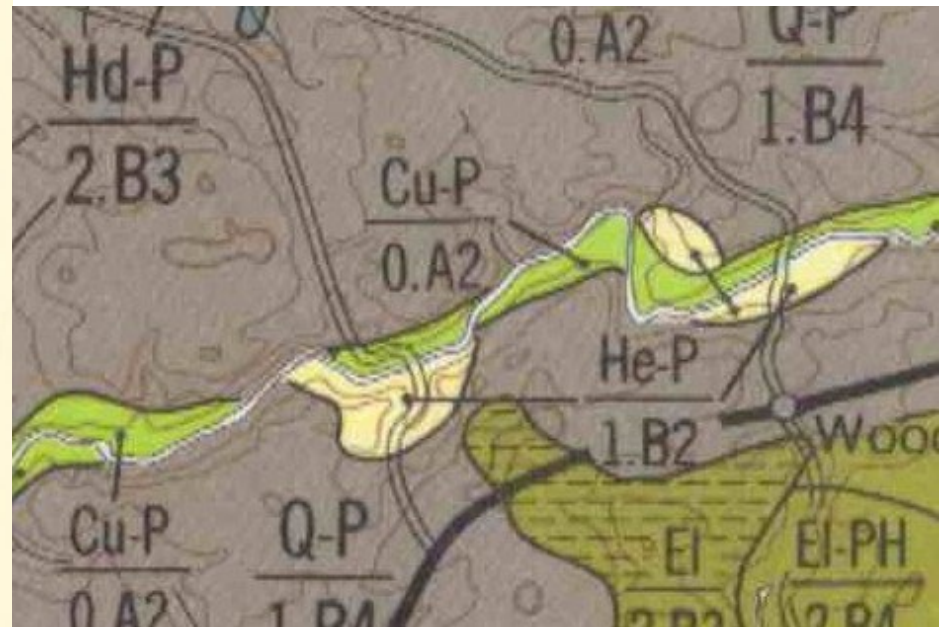
- | | | |
|---|----------------------|----------|
| 2 | Very gently sloping | .5-1.5% |
| 3 | Gently sloping | 2-5% |
| 4 | Moderately sloping | 6-9% |
| 5 | Steeply sloping | 10-15% |
| 6 | Very steeply sloping | 16-30% |
| 7 | Hilly | over 30% |





SUBCLASSES

- A** – droughtiness or aridity as a result of climate
- D** – undersirable 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, M and N
- T** – adverse relief because of steepness or pattern of slopes
- V** – a pattern of wet (W) and moisture deficient (M) soils very intimately associated
- W** – excessive soil moisture
- X** – an accumulation of two or more adverse characteristics that individually would not affect the class rating.



Latitude / Longitude ⁷¹
 45.0342443 / -63.9626555

Attachment E
Public Information Meeting Notes
February 16 – March 1, 2023
File 22-29

PID 45166915, Scotch Village Station Road

Meeting date and time	A Public Information Meeting was held on February 16, 2023, beginning at 7:00 p.m. The meeting was broadcast live on the Municipal Facebook page.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Murley (Chair) <p>Three (3) members of staff:</p> <ul style="list-style-type: none"> • Director Poirier • Planner Dunphy • Meeting Secretary Lake <p>Applicants:</p> <ul style="list-style-type: none"> • Allan Hill • Jessica Hill <p>PAC/HAC members:</p> <ul style="list-style-type: none"> • Greg Pace • Councillor Ivey • Stefan Palios • Jane Davis • Tasha Rogers <p>14 members of the public attended the meeting in-person.</p>
<p>Applicant Jessica and Allan Hill</p> <p>Property PID 45166915 and 45148608, Scotch Village Station Road</p>	<p>Planner Poirier outlined the development agreement application to permit a yoga studio and campground with a variety of tourist accommodations and other accessory uses on the subject lots.</p> <p>The applicants made a formal presentation.</p>
Comments	<p>Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between February 16 – March 1, 2023.</p> <p>7 members of the public spoke at the Public Information Meeting. 5 comments or questions were received via mail, email or phone. The questions and comments from the public</p>

are summarized below. Email responses are attached. Staff and applicant responses are included in purple.

At the Public Information Meeting the following comments were made:

- Greg Pace asked whether the property owners have examined the floodplain on the property? Allan and Jessica responded that they have designed the site to ensure only tent sites will be placed along the riverbank and they are looking at building materials that would withstand any potential flooding. Additionally, flooding would likely occur outside of the season that the campground is open.
- Jane Davis asked whether the property owners would be living on-site? Allan and Jessica responded that they will be the primary operators and on-site when users are there.
- Trevor Levy owns a property downstream of the subject lots. He knows that the majority of the property is under the lowest contour line and has seen the property under water several times. Where will the washrooms be located so it won't flood and contaminate the river? Allan and Jessica responded that they are investigating composting or incinerator toilets which would not have runoff. They spoke to the daughter of former owner of BarS campground which used to be on the site. When the BarS campground was open the washrooms used to be across the road which is no longer feasible. Jessica and Allan noted they will choose placement of washrooms to ensure no impact on river and no impact on their personal well.
- Blair Levy owns property across the road from the subject lot which is mainly used for forestry purposes. He is concerned that even with a central fire pit, that the dry summer weather could lead to sparks coming across the land to his property. He mentioned the same concerns related to smokers dropping cigarette butts. He noted that users of the campground may want to go hiking in the area and wondered what the liability may be on abutting property owners when people trespass. Their family also owns a camp down river from this site and worries about vandalism to the

	<p>camp. Scotch Village Station Road goes through middle of their family farm. He is concerned about the addition traffic for the yoga studio/retreat.</p> <ul style="list-style-type: none">• Alan Harvey owns property in the area. He currently picks up garbage and wonders how the proposed uses will impact the amount of garbage found on nearby properties. He is concerned with people trespassing on his property and going over the bank or cliff and getting hurt.• Karen Fitzgerald asked for clarity on the overall proposal. Allan and Jessica confirmed that the proposal is 10-12 tent sites, 6 cabins, a yoga studio and 3-bedroom house. She is also concerned with trespassing, especially with people walking down to the river and trespassing. Allan and Jessica confirmed that they would be installing signage and will provide mapping to users of the site to indicate areas that are “out of bounds”. They confirmed that no trails will be developed around current single unit dwelling where they live. Karen asked whether dogs will be permitted with campground users as she currently has her own dogs and doesn’t want to see issues occur. Allan and Jessica noted that they would consider whether pets would be permitted and added that they will be creating a code of conduct for guests with pet policy if pets are permitted.• Murray Levy commented that allowing this property to be used for commercial purposes may set a precedence and lead to other similar requests on agricultural property.• Tom Levy lives and works near this site on the family farm. He noted his main worry is regarding the potential for forest fire as their farm serves many needs including water, food and heat for families. He wants assurance that there will be no impact to their wood lot. He noted that locals are educated about the risks of forest fires, but campground users will need to be educated.• Karen Ward noted that she is concerned with trespassing, liability and privacy. She also noted that campground users should be made aware of hunting season.
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Telephone conversations included the following:

February 17, 2023

- Sara received a call from Tom Levy who is concerned about the flooding on the property of the proposed campground and the impact that septic systems flooding would have on the downstream properties. He said the river typically overflows the property on years where there is ice build up downstream. He also noted that they are experiencing higher water events which cause the water levels to be higher in spring and fall in general. Tom will send Sara pictures of the flooding seen in the past. He also noted that the driveway access on the turn may be difficult to get. Sara noted that she has contacted the Provincial Department of Public Works for comment and that the property owners would require approval for any driveway for the proposed uses.

February 21, 2023

- Trevor Levy called Sara to discuss the proposal. He is concerned with flooding of the lot which would cause debris in the river and contamination from septic systems overflowing. He said that he has spoken with the Provincial Department of Environment who stated that they would be able to issue a permit for septic system on the lot, however if they receive a complaint that outhouses are overflowing, they would issue a fine to the property owner. He noted that there was frequent flooding in the past and where this property is connected to other river systems that the river may flood even in the summer due to a freak storm somewhere else in the Municipality. He noted that the contour map would show the lot is very low lying and that Smileys Provincial Park has to place their washroom facilities upland due to flooding potential in the low lying parts of the park. Trevor also noted his concern regarding the driveways to the property. They have three driveways in the area and wanted the Provincial Department of Environment and Planning Department to consider

that if the property owners are hosting events on the property that people may consider parking on the side of the road, which would cause major issues since large farm equipment travels the road. Sara noted that she has contacted the Provincial Department of Public Works for comment and that all parking for the proposed uses would need to be accommodated on the properties.

Lastly Trevor stated that the property owners mentioned that Smileys Provincial Park brings revenue to the area however he doesn't believe it would be during the time of year they mentioned, because the park doesn't open until June-July each year (not May like other parks).

Two residents also came in to meet with Director Poirier to discuss the proposal:

February 14, 2023

- Art and Karen Ward discussed concerns about the impact the campground users may have on endangered yellow lady slipper flower which grows on their property. They noted that there is also an old Acadian highway in the area which would give people better access to their property which they do not want, especially as there is a large embankment (70-80 ft.) on the area of the subject lot leading up to their property.

February 28, 2023

- Tom and Murray Levy came into the office to speak to Sara about the proposed campground on Scotch Village Station Road. They provided copies of pictures (attached on pg. 91) to show the water levels being at 6-8 ft. high when the properties flooded back in the 2000's. There was also a black and white photo (not sure what year) that shows ice/water on the property up to the Scotch Village Station Road boundary. Tom provided a written document of his comments (attached on pg. 88) and a summarized of the comments provided by Tom and Murray during the discussion are provided below:

	<ul style="list-style-type: none">• Flooding occurs every 3-5 years on the subject property as there is an island downstream of the property that backs up with ice causing the river to flood.• The old campground was not an established campsite, it was more so for friends to tent on the site. It had a canteen and washrooms on the opposite side of the road.• The hedge on the property that runs perpendicular to the river is where a brook runs on the subject lot. They noted that the owners are not permitted to cross that brook on foot or with vehicles, unless approval is received from the Province.• They walked along the river with a measuring stick which showed that ice damage is on the trees, about 8 ft. total from the bottom of the river.• The deck for the yoga dome is on deck blocks and not a solid foundation which causes concerns in a flood if debris would be to travel down river.• Concerns of any uses on site in case a flash flood happens due to a freak weather event, similar to what happened on Brook Street a few years ago. The river is long and a freak weather event in Rawdon could impact this site.• Rising tides could impact the river flow upstream. Unsure if that would affect this property but may raise the water levels.• Insurance company stated it would be unlikely that they could get flooding insurance and then if there are issues on the site with septic or debris, who would be responsible?• The Provincial Landscape Viewer shows the Herbert River is a river for endangered species. Smileys Provincial Park is on the Meander River which is not a river for endangered species and they have enough space to put septic on the same property. Provincial parks also prohibit people bringing their own wood due to potential pests, how would these owners enforce this and supply local firewood?• Will the cabins be year-round? Wood fired or diesel?
--	---

	<ul style="list-style-type: none"> • How will garbage be collected and stored to prevent debris in the river and reduce the attraction for bears? Bears seen in the area due to salmon spawning. • The scale of map of the proposal isn't great as the parking area isn't fully shown. What if they want to host weddings, etc.? Should not be allowed to park on the road as farm equipment drives up the road. Traffic on the road will increase. They run the farm uphill at beginning of road and are concerned with an increase in traffic. • They will need a registered drinking water supply for all of those uses. • This is agriculture land. This lot would have a longer growing season than most properties and flooding deposits good nutrients for the soil. The property was hayed in the past. • The embankment has been eroding at the west end of the property, coming to a point now. • Water level of the river can vary greatly throughout the year. Summertime water levels can be very shallow.
Adjournment	The meeting was adjourned at 7:52 p.m.

Public Email Responses Submitted for the Application PIM

February 17, 2023

From Tom Levy

To Sara Poirier

Hi Sarah

Here is a photo the high water looking downstream from the bridge on station road. You'll see the water on flooded onto the land

Bell Wi-Fi

8:57 PM

61%



December 11, 2014
7:59 AM

Edit



February 17, 2023
From Trevor Levy

To Sara Poirier

Good morning,

Please see attached images of PID 45148608. This is 2014 December 11. I know it has flooded more recent, but I do not have picture of it at this time. This is standing on the bridge on the scotch village station road looking toward Brooklyn. When you have a chance, please give me a call at 782-838-0084. Enjoy your Friday!

Thanks,

Bell Wi-Fi

8:57 PM

61%



December 11, 2014
7:59 AM

Edit



February 21, 2023
From John Fitzgerald

To Sara Poirier

Hi Sarah

I was in attendance for the yoga retreat council meeting on February 16th. Wondering if you can direct me to where I can leave comments and concerns considering the yoga retreat approval to developed. I tried searching myself with no luck.

Thank you, John Fitzgerald

February 21, 2023

From Sara Poirier

To John Fitzgerald

Good morning, John,

Any comments or questions on the proposal can be emailed to me here, sent in a letter to the address in my email signature, or you can call me at 902-798-8391 ext. 117. All comments in relation to this application should be submitted through those channels by noon on March 1.

All the best,
Sara

February 23, 2023

From Art Ward

To Sara Poirier

Hi Sara,

Could you please email me the address where we can send in our concerns regarding the proposed camp grounds next to us in Scotch village.

Thanks, Art and Karen Ward.

February 23, 2023

From Sara Poirier

To Art Ward

Hi Art,

You can send them along to me via this email address, via phone at 902-798-8391 ext. 117 or via mail at PO Box 3000, 76 Morison Drive, Windsor, NS, B0N2T0.

All the best,

Sara

February 22, 2023

From Tom Levy

To Sara Poirier

Good day Sara

We spoke last week over the phone , and I would like to arrange a time next week that I can come in and discuss some of my concerns about this development. As well i have a few photos you might be interested in scanning.

The morning of Tuesday February 28th I am available, As I have the day off for an appointment at 1pm. Please let me know if your free that day, or we can set up another time.

Regards

Tom levy

February 23, 2023

From Sara Poirier

To Tom Levy

Good morning, Tom,

I can meet at 9 a.m. or 11:30 a.m. on Tuesday morning if either of those times work for you?

All the best,
Sara

February 23, 2023

From Tom Levy

To Sara Poirier

9am Tuesday morning will work fine.
Looking forward to meeting with you

Best regards

February 28, 2023

From Tom Levy

To Sara Poirier

Thanks for meeting with us this morning.

Here I've attached a couple photos of snapping turtles below the station road bridge







Areas of Concern Re: Sustainable Hill Wellness Resort

Submitted by: Tom Levy

Date: February 28, 2023

- **Loss of agricultural lands**
 - Along the Herbert River there are currently 12 to 16 actively cultivated lands, this property is similar. Although the property is now partially covered in new forest, it was once a 10-acre field. This was enough land to provide over 1000 square bales of hay annually. These river flood plains provide a unique benefit to farmers, because of well drained sedimentary soils, and high-water tables.
 - The land is dry enough to allow working early in the spring but remains moist in the dryer months of summer promoting longer sustained growing conditions. The rivers frequent flood cycles also deposit nutrient rich sediments over the lands providing a natural fertilizer to the soil, reducing the need for synthetic fertilizers. Making these properties excellent sites for small scale organic farms.
 - However, once a site has been contaminated with graveled parking areas, sewer pipes, utility lines and concrete septic holding tanks, it becomes financially unviable for farmers to recover the land back to a workable condition. Effectively rendering it lost to future generations. Highlighting the need for us to appreciate these agricultural areas and protect them through maintaining agricultural zoning and other legislation, such as the marshlands act.

- **Species at risk**
 - Herbert river system is a significant habitat to species at risk
 - <https://nsgi.novascotia.ca/plv/>
 - Lady slippers, turtles
 - <https://nsgi.novascotia.ca/plv/>
 - <https://novascotia.ca/natr/wildlife/species-at-risk/>
 - Area adjacent to the property is marked as a 'significant habitat' for endangered American Martin.
 - What precautions will be taken to protect the local Snapping turtle populations from disturbance from park guests and their pets?

- **Flood zone**
 - Photos to submit showing flood levels of 6 to 8 feet of rise on two different occasions.
 - Concerned regarding sewer back up
 - Will they have Insurance? Heustis insurance representative suspects flood and sewage back up insurance will be unobtainable for this site.
 - Who is liable for the Enviromental clean up if insurance is void?
 - Will there be insurance for forest fire costs?
 - Because of purposed year-round accommodations, there will be users during peak flood times (Fall, Winter & Spring)
 - However, during times of heavy rainstorms there is still a risk of flash floods in rivers (e.g., Brook Street in Ellershouse washed out homes, and road).

- Will the water courses be delineated by a qualified person before construction on the site begins, to ensure setback requirements are met?
 - Will privies be professionally installed by a qualified person?
 - What if any work will be done to the river frontage to promote public entry to the river?
 - What actions will be taken to prevent erosion caused by park clientele using the riverbanks as a recreational area?
 - What actions will be taken to prevent silt entering the watercourse during construction?
- **The Comparison to Smiley's Provincial Campground**
 - Smiley's is large enough that it has land above the flood plain
 - Outhouses and Washrooms are well away from the river and flood zone
 - Some were removed to ensure no risk of contamination
 - **Meander River is not recognized by the Province of Nova Scotia as a habitat for species at risk, however the Herbert River is.**
 - This information found on the Provincial Landscape Viewer website
 - <https://nsgi.novascotia.ca/plv/>
 - The DRR contact has reached out to their Biologist to find out what species that is. They suspect it is turtles and/or lady slippers. (waiting for more follow up).
 - Smiley's does not open May long weekend as previously stated in the community meeting. The opening dates are June 8 through Sept 18, 2023. Any connection between local business revenues in May, cannot be connected to Smiley's park.
 - <https://parks.novascotia.ca/park/smileys>
 - Smiley's provincial park has a dumpster on site to contain trash, what plans have been made to handle trash generated at the proposed wellness center?
 - Will the new campground have a secure structure to contain refuse, that will not attract the local bear population, as well as prevent contamination of the river in a flood event?
- **Previously a campground in the 70's**
 - Station road was only a gravel road during that time
 - It was seasonal campground
 - Washrooms were located across road on land no longer suitable by today's regulations. (Water course setback, 30m) (Not suitable for public street crossing at night)
- **Parking**
 - Based on the proposed site map
 - 6 small cabins – 2 occupants per cabin – 2 vehicles
 - One 1 bedroom cabin – 4 occupants per cabin – 4 vehicles
 - 7 tent sites – 2 occupants per tent – 14 vehicles
 - 2 RV sites – 4 people per RV – 2 vehicles
 - Yoga Class attendees
 - 10 to 20 people – 10-20 cars
 - Weddings/ Events
 - 100 +/- people – 100 vehicles

- Could be looking at 158 +/- vehicles
- Parking along road not viable option
 - Single lane bridge off a turn in the road
 - Speed limit 80km/h
 - Overwidth Farm equipment travels through this area, some that just fits the width of the bridge (14+ feet)
 - Currently No approved driveway on the Property containing the Yoga dome. The two properties are separated via a water course.
 - Do they intend to have the public crossing the water course, and how will this be accomplished without disturbing the stream bed?
- **Firewood**
 - Due to the threat of pests such as the Brown spruce long horn beetle, Hemlock woolly adelgid, and the Emerald ash borer. Smiley's provincial park along with all provincial and national parks in Nova Scotia have banned the practice of allowing wood onto their grounds.
 - These parks have large forested areas that allow them to sustainably harvest wood for use in the parks. This site does not have sufficient forest to allow this practice.
 - Will the cabins have wood as a source of heat during colder conditions? If not, will they have a source of electrical back up power sufficient to power the 7 cabins? This would require a large diesel generator, Bringing forward concerns of fuel storage on a flood prone area.
- **Drinking water**
 - This proposal meets the requirement for a provincially registered drinking water supply.
 - <https://novascotia.ca/nse/water/publicwater.asp>
 - Does this site have a supply capable of supplying its needs? (Dept of environment will not allow rivers as a supply)
 - With increasing sea levels, the tide is reaching farther up the river system each season. Currently the tide terminates at the highway 215 bridge near Newport rink. This area is approximately 6km away from the Station Road, however only meters difference in altitude.

