



STAFF REPORT

Planning and Development

Subject: Proposed Land Use Bylaw Amendment and Development Agreement for a Sawmill at 345 Gray Rd, East Kemptville

To: Municipality of Argyle CAO and Planning Advisory Committee for April 26, 2023

Date Prepared: April 17, 2023

Related Motions: None

Prepared by: Erin Ferguson, MCIP, LPP, Senior Planner, WSP Canada Inc

Summary

The Municipality received an application for a development agreement (DA) to permit a sawmill at 345 Gray Road in East Kemptville (PID 90339359). The subject property is within the Village zone which does not permit the existing sawmill use. The purpose of this report is to consider proposed changes to the Land Use Bylaw (LUB) which would permit sawmills by development agreement in the Village zone consistent with Municipal Planning Strategy policy and to consider a development agreement to permit a sawmill on the subject property.

Following the PAC's recommendation, the proposed amendment and related development agreement would proceed to Council for consideration prior to public hearing. Should Council adopt the proposed LUB amendment, the development agreement cannot be finalized until the LUB amendment is in effect.

Financial Impact Statement

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

Recommendation

That the Planning Advisory Committee recommend that Council:

- 1) give first reading and consider approval of proposed amendment to the Land Use By-law to permit sawmills by development agreement in the Village Zone, as set out in Attachment A;
- 2) give notice of motion to consider approval of the proposed development agreement to permit a sawmill at 345 Gray Road (PID90339359), as set out in Attachment B; and
- 3) authorize staff to schedule a public hearing held concurrently for the proposed Land Use By-law amendment and development agreement.

Contingent upon the amendment to the Land Use By-law being approved by Council, it is further recommended by PAC that Council approve the proposed development agreement as set out in Attachment B.

Background

The property owner has applied for a development agreement to permit a sawmill on the subject property. The property is designated as Village in the Municipal Planning Strategy and is zoned Village (V) in the Land Use Bylaw. There is an inconsistency in the Municipal Planning Strategy and the Land Use Bylaw. The Municipal Planning Strategy contains policy enabling sawmills by development agreement in the Village Zone but this is not carried forward into the Land Use Bylaw. Prior to entering into a development agreement, a Land Use Bylaw amendment is required.



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Site Context

The subject property is a 28 acre parcel located at 345 Gray Road in East Kemptville with approximately 400 ft of frontage. The property outline is shown in yellow on Figure 1. Most of the property is undeveloped except for the cleared area of the sawmill which is shown within the orange outline.

Surrounding land use includes the Tusket River to the west and rural residential including single-detached dwellings and accessory structures to the north, east and south.

Sawmill Development

A portion of the property is cleared and contains an existing sawmill building. The building is approximately 2,000 square feet in area and 13 feet in height, with associated driveway and storage areas. There are no other structures on the property. Vehicle access is provided from Gray Road and the property owner has obtained a permit from NS Public Works for the existing driveway access. The sawmill is currently predominantly used for personal use and occasionally for hire. The remainder of the site is undeveloped.



Figure 1. Site Context Map

Policy Analysis

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

Existing policies in the MPS allow Council to consider a development agreement for the sawmill use without requiring amendments to Municipal Planning Strategy. MPS Policy 6.4.5 states that Council may consider heavy industrial uses, which includes sawmills, by development agreement in the Village zone provided Council considers the criteria outlined in MPS Policy 13.14. A review of MPS Policy 13.14 is provided as Attachment C.

However due to an inconsistency, the LUB does not permit sawmills by development agreement in the Village (V) zone. A LUB amendment is required prior to entering into a development agreement.

Proposed LUB Amendment

WSP and staff are proposing to amend Part 11 - ZONES - PERMITTED USES AND ZONE PROVISIONS to allow sawmills by development agreement in the Village Zone. This is consistent with the approach in the Coastal Communities zone which also contains a mix of residential, commercial and industrial uses. It is WSP's opinion that the proposed change is consistent with MPS policy and suggest the following amendment to the Land Use By-law shown in green below:

Industrial (Heavy)	MU	LI	HI	RP	BP	WF	CC	CCI	V	FP	RD	MI	CW	WP
Sawmills			•		DA		DA	•	DA		•			

Discussion

WSP has reviewed the proposal relative to the Municipal Planning Strategy and finds the proposed sawmill to be reasonably consistent with the intent of the MPS. The MPS contemplates the sawmill uses within the Village designation.

Properties along Gray Road are rural with residential and resource uses. There is a residential dwelling directly across the street from the subject property and residential dwellings on the two abutting properties, one of which is also owned by applicants. Dwellings on the abutting properties are set further back with forested areas between the dwelling and sawmill.



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Sawmills have the potential to cause conflicts with adjacent residential uses primarily related to noise and dust. However, this is a small operation which is primarily used for personal use. The municipality has not received any noise complaints in relation to the operation of the sawmill. As this is a small operation in a rural area, no traffic impacts are anticipated, and the applicants have obtained a permit from NS Public Works.

Noise-related land use impacts can arise from many types of land uses, and the development agreement contains provisions related to noise, lighting, dust and maintenance as set out in **Attachment B**. The development agreement also provides the ability for the Development Officer to revoke the development permit should the operations become problematic, as indicated below:

- 3.1.1 The Development Officer, at their discretion, may revoke a development permit pursuant to this agreement if:
- a) the development is not in accordance with:
 - i. the Land Use Bylaw where not varied by this Agreement,
 - ii. this Agreement, or
 - iii. the plans associated with the approved development permit.
 - b) the permit was issued based on incorrect information provided by the applicant when applying for a development permit; or
 - c) the permit was issued in error; or
 - d) continued complaints and matters of non-compliance arise related to the operation of the use.

Public Participation

The public information meeting was advertised on the Municipality's social media accounts. In accordance with the *Municipal Government Act*, there will be further opportunity for the public to get involved through a public hearing. A public hearing is required for a Land Use Bylaw amendment and prior to entering into a Development Agreement to hear input from the community. It is recommended that one public hearing being held to consider the Land Use Bylaw amendment and development agreement concurrently.

A newspaper advertisement will be placed in the local newspaper, *VanGuard*, two weeks in advance of the public hearing notifying the public of the application, how they can find out further information, and the opportunity to provide input. A notice of the application will also be placed on the municipal website and Staff will notify surrounding property owners directly through a mailout.

Right to Appeal

Note that there is a right of appeal for approval or refusal by Council for the adoption of LUB amendment or development agreement. If Council approves the LUB amendment and development agreement, the amendment will not come into effect until the appeal period closes or the appeal is resolved. The LUB must be in effect prior to finalizing the development agreement.

Alternatives

In response to the proposed LUB amendment and development agreement, the Planning Advisory Committee may:

- A) Recommend that Council approve the proposed Land Use Bylaw amendment and development agreement as drafted (See Recommendation above);
- B) Provide an alternative direction such as requesting further information on a specific topic or approval subject to modifications;
- C) Recommend that Council refuse the proposed Land Use By-law amendments and development agreement, and in doing so, provide reasons the proposed development does not reasonably carry out the intent of the MPS.



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Attachments

- Attachment A – Proposed Amendments to the LUB**
- Attachment B – Proposed Development Agreement**
- Attachment C – Policy Evaluation Table**



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Attachment A: Draft Proposed Amendments to the Land Use By-law

BE IT ENACTED by Council of the Municipality of the District of Argyle that the Land Use By-law which includes all amendments thereto which have been adopted and are in effect as of the [insert date of 'appeal date'] is hereby further amended as follows:

- Amend Part 11 - PERMITTED USES AND ZONE PROVISIONS as shown below to add the text shown in green:

Industrial (Heavy)	MU	LI	HI	RP	BP	WF	CC	CCI	V	FP	RD	MI	CW	WP
Sawmills			•		DA		DA	•	DA		•			

I HEREBY CERTIFY that the amendments to the Municipality of Argyle Land Use By-law, as set out above, were duly passed by a majority vote of the Council of the Municipality of Argyle at a meeting held on the ___ day of _____, 20__.

GIVEN under the hand of the Clerk and the Corporate Seal of the Municipality of Argyle this ___ day of _____, 20__.

Municipal Clerk



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Attachment B: Proposed Development Agreement

DEVELOPMENT AGREEMENT

TO PERMIT A SAWMILL OPERATION at PID No. 90339359

THIS AGREEMENT MADE THIS _____ DAY OF **MAY 2023**

BETWEEN:

Walter Ellsworth Doucette and Blake Doucette, of East Kemptville, Province of Nova Scotia (hereinafter called the "Developers")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developers have good title to lands situated at 345 Gray Road, East Kemptville Nova Scotia and identified as PID 90339359 (hereinafter called the "Property"), more particularly described in Schedule "A" of this Agreement;

AND WHEREAS the Developer has agreed to enter into this Agreement with the Municipality pursuant to the Municipal Government Act and Policies 6.4.5 and 13.14 of the Municipality of the District of Argyle's Municipal Planning Strategy to permit a portion of the Property as generally shown on Schedule B (Site Plan) to be used for a sawmill operation, (hereinafter called the "Development");

AND WHEREAS the Municipality, by a resolution of Council passed on the **xxth day of May, 2023** approved entering into a Development Agreement to permit the Development.

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

PART 1: DEFINITIONS

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under in the definitions section of the Municipality of the District of Argyle's Land Use Bylaw, as amended from time to time.

PART 2: GENERAL REQUIREMENTS

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

PART 3: DEVELOPMENT OF THE PROPERTY

3.1 Land Use

- 3.1.1 Only the following uses shall be permitted on the Property:
 - a) All uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time, in addition to any other uses permitted by this Agreement; and
 - b) The Developer shall be permitted to construct and operate a sawmill on the subject property, in general accordance with the scale and location shown on Schedule B, provided the following requirements are met:
 - i. Buildings or outdoor areas used for the sawing or processing of wood, or similar accessory uses which could cause offensive noises or dust, shall be setback a minimum of 30 metres from abutting lot lines used for residential purposes, where said lots are not owned by the Developer;
 - ii. Sufficient screening shall be maintained from buildings related to the sawmill and wood processing facility through vegetated buffer having a minimum width of 8 metres, or where this cannot be reasonable achieved, through an opaque fence; and
 - c) other uses, signage, exterior lighting, parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time.
- 3.1.2 Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw of the Municipality of the District of Argyle, approved by Municipal Council, as amended from time to time, shall apply to this development.

3.1.3 The Developers shall ensure that:

- a) The Development shall not generate emissions such as noise, dust, radiation, odors, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard, or create an unreasonable nuisance above that normally associated with a sawmill operation.

3.2 Development Permit

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

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

3.2.2 The development described in this Agreement shall not be approved until the Development Officer has issued a development permit. In addition, the Development Officer shall not issue a development permit until:

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

3.3 Building and Site Requirements

3.3.1 Parking and Loading Areas

- a) The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.
- b) The Developers shall be responsible for supplying, installing, and maintaining at the Developers' cost, directional and regulatory signage on the Property as required by the Provincial Traffic Authority.

3.3.2 Traffic and Vehicle Access

Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.

3.3.3 Outdoor Lighting

- a) All outdoor lighting shall be installed so as to reflect light away from adjacent properties.
- b) Outdoor lighting fixtures shall be full cut-off fixtures, not emitting any light above the horizontal plane drawn through the bottom of the light fixture.

- c) Outside illumination fixtures shall use a maximum colour temperature of 2700 kelvin.
- d) Outdoor illumination fixtures shall have an automated timer and/or motion sensor to prevent the unnecessary transmission of light during the night-time when a premises is not in use. The total installed initial luminaire lumens of all outdoor lighting shall not exceed 250,000 Lumens.

3.4 Operation and Maintenance of Property

- a) All structures are maintained in good repair and in a tidy, attractive and usable state;
- b) All lawns, trees, shrubs, parking areas, lighting systems, and other landscaping elements are maintained in a tidy, attractive and usable state free of unkempt matter of any kind;
- c) Any refuse, composting, or recycling container must be screened from public view and not situated within 6 m of any property abutting the development.
- d) The Developers shall keep the Property free from litter and debris and shall provide litter (and recycling if provided) receptacles in appropriate and easily accessible locations and service, maintain, and empty the receptacles as required.
- e) The Development shall comply with the Municipality of the District of Argyle Noise By-law as amended from time to time.

PART 4: VARIANCE

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

PART 5: AMENDMENTS

- 5.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 5.2 The following shall be considered non-substantial matters:
 - a) The addition, removal or relocation of accessory buildings or structures.
 - b) An extension to the time limits identified in Part 7 of this agreement by a period to be decided by Council.
 - c) Matters dealing with signage.
 - d) Matters dealing with parking.
 - e) Matters dealing with landscaping.
 - f) Changes to the permitted use of the property that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Public Works and Nova Scotia Environment.
- 5.3 Any non-substantial amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 5.4 Substantial matters shall relate to any matter not identified as insubstantial in this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

PART 6: IMPLEMENTATION

- 6.1 Upon breach by the Developers of any of the terms or conditions of this Agreement, the Municipality may, after thirty days notice in writing to the Developers of the breach, enter

the Property and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry or the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge on the Property.

- 6.2 This Agreement shall be binding upon the Developers' assigns, mortgagees, lessees, successors and occupiers of the Property.
- 6.3 This agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia, and shall form a charge or encumbrance upon the property as described in Schedule "A" attached hereto.
- 6.4 The Developers hereby certify that they are the sole owners of the Property.
- 6.5 The Developers further certify that they have not disposed of any interest in the Property and there are no judgements, mortgages or other liens or encumbrances affecting the Property in addition to those described in this Agreement.
- 6.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 6.7 The Developer shall at all times indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to anything done or omitted by the Developer or his servants or his agents or his employees in the fulfillment of any of his obligations under this Agreement.
- 6.8 Upon completion of the Development, or after five (5) years from the date of approval of this Agreement, whichever time period is less, Council may review this agreement, in whole or in part, and may:
 - a) retain the Agreement in its present form; or
 - b) discharge the Agreement on the condition that for those portions of the development that are deemed complete by the Council, the Developer's rights hereunder are preserved, and Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw.

PART 7: TIMING

- 7.1 The Developers shall enter into this Agreement within six (6) months of the Municipality of the District of Argyle's approval of this Agreement.
- 7.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit for the Development within three (3) months of the parties entering into this development agreement. Once a development permit has been issued, the development shall be made consistent with all terms and conditions of this agreement no later than one (1) year after the development permit has been issued, otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use Bylaw shall apply without the concurrence of the property owner.
- 7.3 If the Developers fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use Bylaw.

SCHEDULES

- A Legal description of property
- B Site Plan

DRAFT

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

SIGNED, SEALED & DELIVERED
in the presence of:

)	<u>DEVELOPER</u>
)	
)	
)	
_____)	_____
Witness)	Walter Ellsworth Doucette
)	
)	
)	
_____)	_____
Witness)	Blake Doucette
)	
)	
)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
)	<u>ARGYLE</u>
)	
)	
_____)	_____
Witness)	Municipal Clerk
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of May, 2023, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the developer, one of the parties thereto, caused the same to be executed in their name in his/her presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of May, 2023, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement who having been by me duly sworn,

Development Agreement
Municipality of the District of Argyle and Felix and Kimberly D'Eon
May 2022

made oath and said that the Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.

A Barrister of the Supreme Court of Nova Scotia

SCHEDULE "A" – Property Legal Description

PID 90339359

This agreement applies to property identified by PID 90339359 and further described by Deed filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.

PARCEL DESCRIPTION

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at East Kemptville, in the County of Yarmouth and Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at the Southeastern corner of land now or formerly of Haley J. Gray and Jesse D. Gray at the Western boundary of the Gray Road;

THENCE Southeastwardly along the Western boundary of the Gray Road a distance of 410 feet, more or less, to the Northeastern corner of other land now or formerly of Walter E. Doucette, also known as Lot No. 3;

THENCE Southwestwardly along the Northern boundary of said other land now or formerly of Walter E. Doucette, also known as Lot No. 3, a distance of 1,557 feet, more or less, to the Eastern shore of the Tusket River;

THENCE Northwestwardly along the Eastern shore of the Tusket River a distance of 1,000 feet, more or less, to the Southwestern corner of land now or formerly of William J. Fuller;

THENCE Northeastwardly along the Southern boundary of said land now or formerly of William J. Fuller a distance of 1,145 feet, more or less, to the Northwestern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray;

THENCE Southeastwardly a distance of 250 feet, more or less, to the Southwestern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray;

THENCE Northeastwardly a distance of 385 feet, more or less, to the Southeastern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray at the Western boundary of the Gray Road and the place of beginning.

CONTAINING 27.57 acres, more or less.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

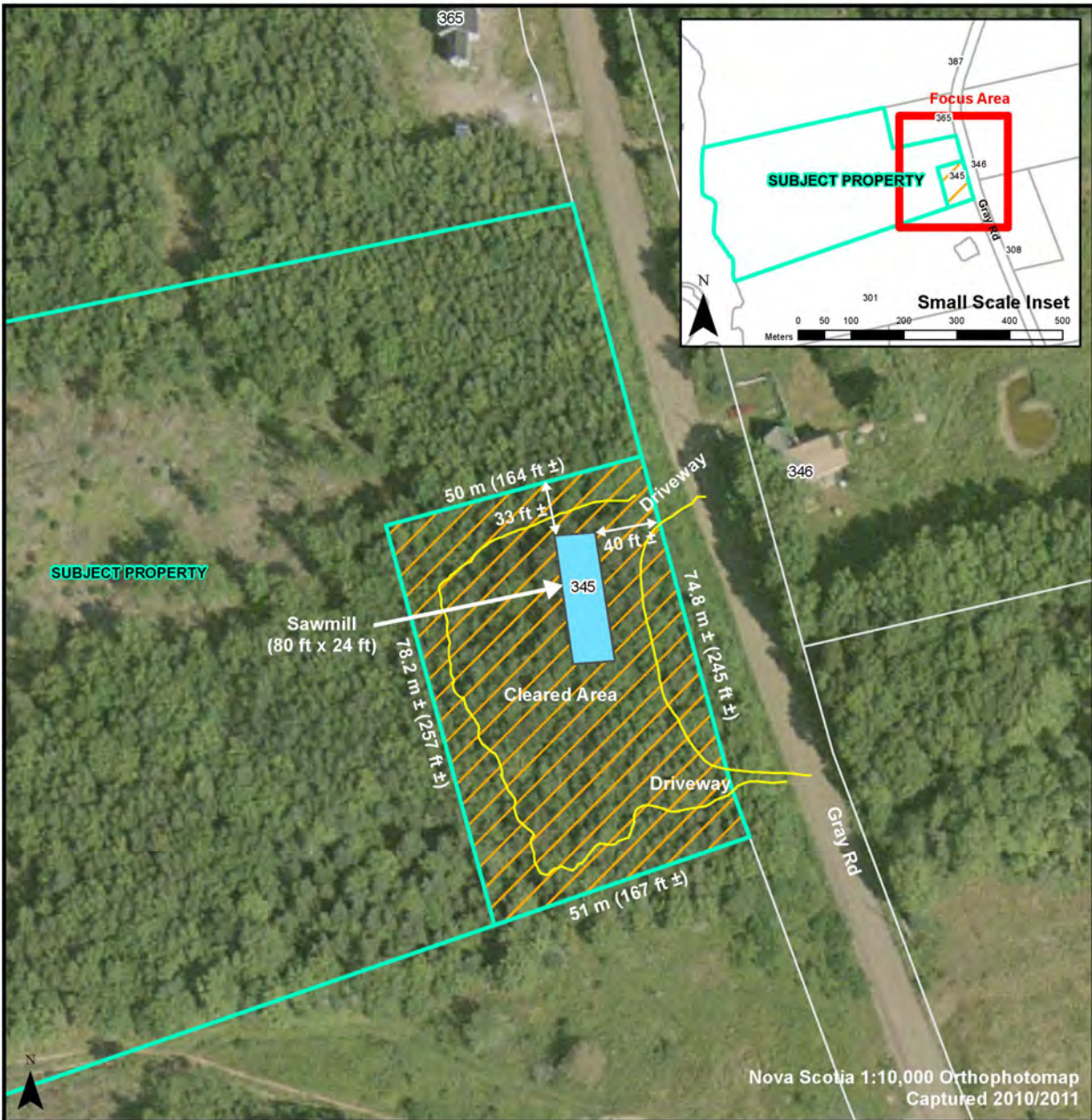
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: YARMOUTH COUNTY

Registration Year: 2022

Plan or Document Number: 121019922

SCHEDULE "B" – Site Plan



Site Plan

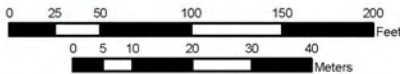
Walter Doucette Sawmill
345 Gray Rd
East Kemptville
PID: 90339359

- Cleared Area Boundary
- Property Boundaries
- Subject Property
- Sawmill Use Area



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Attachment C: Policy Evaluation

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

Applicable Policies	Staff Comments
6.4.1 To designate the communities of East Kemptville and Springhaven-Quinan as Village designation on the Generalized Future Land Use Maps.	The subject site is within this designation.
6.4.2 To zone in the Land Use By-law all lands in the Village designations as Village (V) Zone except for the defined floodplain area in Quinan which will be zoned Floodplain (FP) zone. This area is defined in the Integrated Community Sustainability Plan of March 9, 2010 as Schedule C as Floodplain (FP) Zone in Quinan	The subject site is within the Village zone.
6.4.3 To permit in the Village (V) Zone all compatible residential, institutional, recreational, commercial, agricultural uses, forestry and light industrial uses.	The Village zone contemplates a mix of uses and historically, sawmill and planar mills were permitted within Villages at Council's discretion.
6.4.5 Council may consider the following uses through development agreement, pursuant to the requirements of Policy 13.14 in the Village (V) Zone: a) Commercial Brewery and/or Distillery b) Drive-Throughs c) Multi-Unit Dwelling (5 to 24 Units) d) Restaurant, Evening Patio Use e) Salvage Yards or Scrap Yards f) Other Heavy Industrial Uses	The sawmill operation is classified as a heavy industrial use in the Land Use Bylaw and may be considered by development agreement within the current zone.
To enter into development agreement pursuant to the <i>Municipal Government Act</i> on the terms and conditions set forth in this Municipal Planning Strategy and a development agreement shall: 13.12.1 specify the development, expansion, alteration, or change in use permitted; and 13.12.2 specify the conditions under which the development may occur; and 13.12.3 set forth the terms by which Council may terminate the agreement. 13.12.4 The provisions of the Land Use By-law shall prevail after discharge of any agreement.	The required provisions are contained in the draft development agreement.
13.14 To consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy, when considering amendments to the Land Use By-law, or proposals for development agreements: 13.14.1 That a development permit may be issued for any existing use on the lot for which the development agreement or amendment has been requested; and	The development agreement is for an existing sawmill use on the property.
13.14.2 That the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Municipal By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met;	The MPS contemplates this use within the Village designation. The sawmill meets the yard/setback provisions for Commercial and Industrial Uses in the underlying Village Zone and is required to meet signage, parking, exterior lighting and any other applicable provisions of the Land Use Bylaw.



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

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

- a) No financial impacts are expected to the Municipality from the proposed development.
- b) Municipal staff have reviewed the application and no on-site servicing concerns have been raised.
- c) No adverse effects to the adjacent watercourse are expected from the proposed development. The sawmill is located at eastern edge of the property, more than 400 metres from the Tuskent River. The area between the sawmill clearing and river is vegetated.
- d) No drainage impacts are anticipated.
- e) A portion of the rear of the site has marshy conditions, but the front portion of the property appears to be developable.
- f) No impact on school, recreation or community facilities is anticipated.
- g) No significant impacts are expected to the transportation network from the proposed development.
- h) The parking needs are anticipated to be minimal and development will need to comply with the Land Use Bylaw requirements.
- i) The hours of operation are regulated in a manner with sufficient protections to remove the use if significant complaints are received.
- j) The proposed development is one storey structure approximately 13 ft in height and is similar in character to other industrial developments.
- k) The surrounding neighborhood is rural with a mix of residential and resource uses. The MPS allows for a mix of residential, commercial, industrial and resource uses in the rural areas of the municipality.