



## STAFF REPORT

### Planning and Development

**Subject:** *Application by DEon Oyster Company Ltd. to apply for a Development Agreement to enable Marine Related Aquaculture Use along Highway 3 (PID 90341140).*

**To:** Municipality of Argyle CAO and Planning Advisory Committee for December 4, 2025

**Date Prepared:** November 6, 2025

**Related Motions:** None

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

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

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### Summary

The Municipality of the District of Argyle has received a Development Agreement (DA) application for PID 90341140, along Highway 3, to bring the current uses on the subject property, Marine Related - Aquaculture Use, into compliance with existing Municipal planning documents, adopted on August 17, 2020. The Marine Related - Aquaculture Uses have been in operations since 1995 and were awarded the exclusive rights to apply for a pre-approved lease through a competitive application process.

The subject site is zoned Coastal Community (CC). The current Land Use By-law (LUB) permits indoor and outdoor aquaculture in Heavy Industrial (HI), Business Park (BP), Coastal Community Industrial (CCI), and Marine Industrial (MI) zones. Staff are proposing a Development Agreement on the subject site (PID 90341140) to permit a Marine Related - Aquaculture Use in accordance with Policy 3.3.7 of the Municipal Planning Strategy (MPS). As per Section 238 of the *Municipal Government Act*, uses existing prior to a LUB coming into are permitted and may continue to exist as they are considered a nonconforming use. Should any alteration, enlargement or expansion of use in the case of an existing nonconforming use be proposed, requirements within the MPS and LUB must be met. This application includes bringing uses that were existing prior to the adoption of the current MPS and LUB into compliance with the regulations and policies of the current Municipal planning documents.

### Financial Impact Statement

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

### Recommendation

The Planning Advisory Committee recommends that Council give first reading to the Development Agreement Application of the subject site along Highway 3 (PID 90341140) to allow for Marine Related - Aquaculture Use in the Coastal Community (CC) zone for the purpose of enabling a public hearing.

### Recommended Motion

THAT Council:

- Give notice of motion to consider the proposed Development Agreement, as set out in Attachment A of this report, to allow Marine Related - Aquaculture Use along Highway 3 (PID 90341140); and
- Authorize Staff to schedule a public hearing for the application.

### Subject Property & Background

DEon Oyster Company Ltd. (applicant) has applied for a Development Agreement application to enable existing uses, Marine Related - Aquaculture on the subject site along Highway 3 (PID 90341140). The subject property is located along Highway 3 (PID 90341140), Eel Brook, Nova Scotia. As illustrated in Figure 1, the total size of

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the subject property is approximately 2.3 ac (0.93 ha). The lot frontage of the subject property is approximately 292.88 ft (89.27 m) and is currently accessed from the adjacent property (PID 90110107), under the same ownership, from Highway 3 via a private driveway. A driveway with access from Highway 3 to PID 90341140, is proposed and is subject to approval from the Nova Scotia Department of Transportation and Infrastructure Renewal.

The property is designated Coastal Communities in the MPS, and zoned Coastal Community (CC) in the LUB. Adjacent properties are also zoned Coastal Community (CC) Zone. The subject site currently has two (2) 40 ft shipping containers, one (1) 20 ft shipping container, and one (1) sorting and grading building. The remainder of the property is well-treed and vacant.

The applicant owns the properties immediately adjacent to the subject property, to the east (PID 90110107) and west (PID 90110057). The property to the east contains a single-unit residential dwelling and the property to the west is Oyster Inn, a vacation rental. To the north of the subject property is Eel Lake. The existing storage containers and sorting and grading building, are setback from Highway 3 and adjacent properties, other than the property immediately to the east, which is under the same ownership, to allow for maximum separation and a large, vegetated buffer from the adjacent properties and Highway 3.



Figure 1: Subject Site

The current property owner intends to maintain the Coastal Community (CC) zoning and is seeking to enable a Development Agreement on the subject property to bring the current uses into compliance with the current planning documents of the Municipality in order to ensure that, going forward, the Marine Related - Aquaculture uses are permitted and are aligned with the policies and regulations of the current MPS and LUB.

### Development Proposal

The major aspects of the applicant's proposal for the property fronting on Highway 3 (PID 90341140) include:

- Bring existing Marine Related - Aquaculture uses into compliance with the current Municipal planning documents.

Note that the following matters are primarily regulated through the province:

- Driveway access on to Highway 3 requires approval by Nova Scotia Department of Transportation and Infrastructure Renewal.
- Activities on Eel Lake related to the oyster farm are subject to approval by the Department of Fisheries and Aquaculture, and for which approval has previously been granted. The decision granting approval is attached in Attachment C for Planning Advisory Committee's information.

The Coastal Community (CC) Zone currently does not permit aquaculture and must go through a Development Agreement to amend the Land Use Bylaw to permit the existing use.



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#### Policy Analysis

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

Staff are proposing a Development Agreement process to permit an aquaculture use on PID 90341140 along Highway 3 that is currently zoned Coastal Community (CC) Zone. Existing policies (Policy 3.3.7) in the MPS allow Council to consider this Development Agreement without needing amendments to Municipal Planning Strategy policy as it is located in the Coastal Community (CC) designation. The Development Agreement of the subject site is enabled by Policy 3.3.7 of the MPS. As indicated in the *Municipal Government Act*, there is a right of appeal option for approval or refusal of the Development Agreement.

Attachment A contains the proposed Development Agreement that would apply to PID 90341140 along Highway 3 zoned Coastal Community (CC). Attachment B contains a preliminary table of the evaluative criteria from the enabling policies and corresponding comments from Staff. Attachment C contains additional supplemental information on the aquaculture permit(s).

#### Discussion

The surrounding properties along Highway 3 are currently zoned Coastal Community (CC). The Coastal Community (CC) designation recognizes that the surrounding land use will accommodate growth and development in a manner similar to the Rural Centres.

The planning documents currently allow Marine Related - Aquaculture uses within the CC zone to be considered by Development Agreement. In this instance, the existing Marine Related - Aquaculture use located on the subject property is an existing use and has not conflicted with other uses in its proximity. A number of aquaculture operations currently exist surrounding Eel Lake.

The intent of the Coastal Community (CC) Zone is to accommodate an ample supply of diverse residential, commercial, institutional, recreational, agriculture, forestry, and light industrial uses. **Staff feel the proposal is consistent with the intent of the Municipal Planning Strategy (MPS) based on the review of policies contained in the MPS, as indicated in more detail in Attachment B.** The Development Agreement application seeks to maintain a “coastal community” zoning on the site fronting onto Highway 3, as per the intent of these lands with the MPS. The general intent of the MPS policy is to ensure that an ample supply of Coastal Community land is maintained, as well to ensure that new industrial operations are sited to minimize land use conflicts.

There are no current easements and agreements that exist on the subject property.



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#### Public Participation

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

Figure 2 illustrates the general process followed by the Municipality for a Development Agreement application. A sign was placed on the subject property notifying residents that an application has been received by the Municipality on May 16<sup>th</sup>. A public notice will be placed in the local newspaper, *Tri-County Vanguard*, notifying the public of the public hearing two weeks in advance of said hearing.

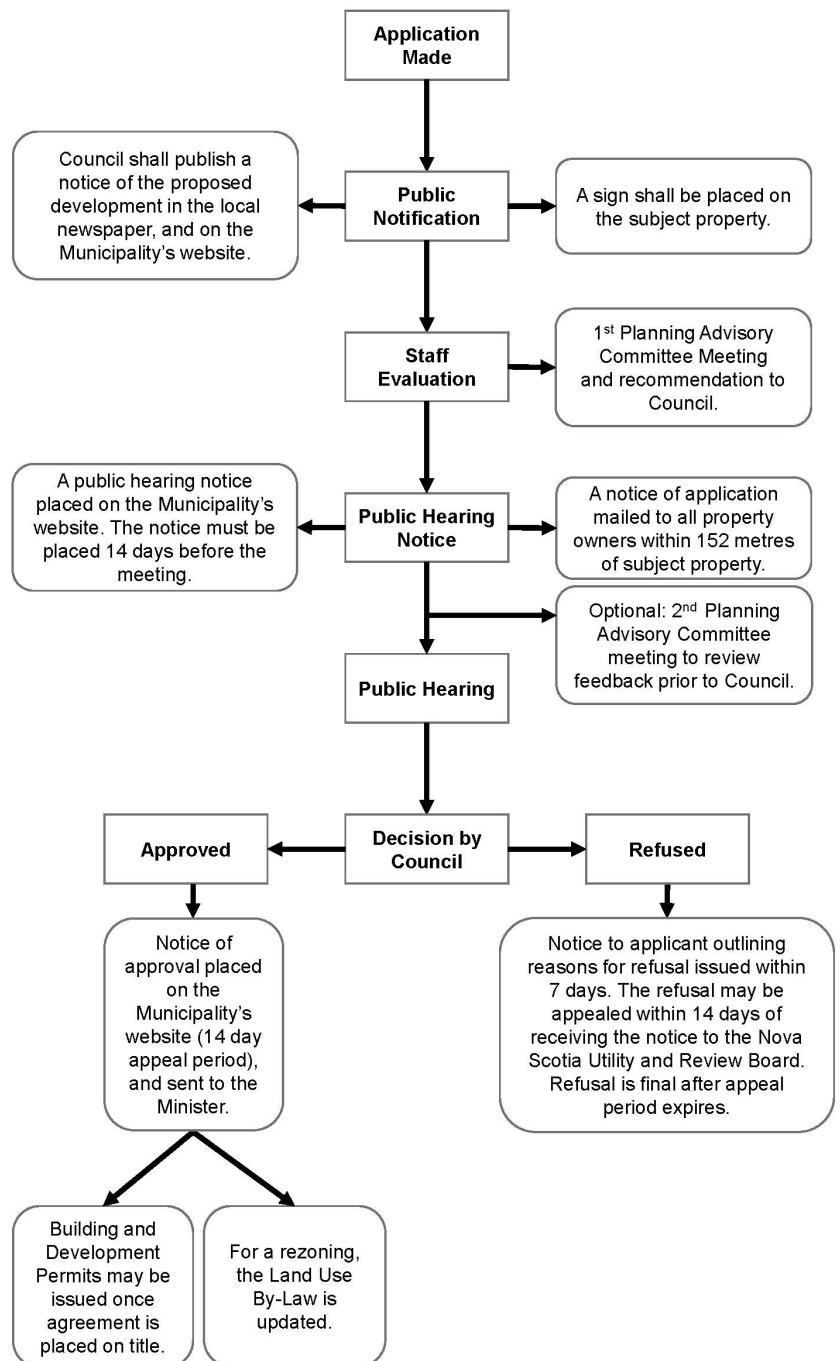
Staff will mailout a notice of application to all property owners within 152 meters of the subject property and a public hearing will be held prior to the decision of Council.

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

Note that there is a right of appeal option for approval or refusal by Council for the adoption of a Development Agreement.



#### Process for Development Agreements or Land-Use By-law Applications (Rezoning)



**Figure 2: Process Diagram for a Rezoning or Development Agreement Application**



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#### Conclusion

Staff will continue to review the application by DEon Oyster Company Ltd. to apply for a Development Agreement (DA) to allow for a Marine Related - Aquaculture use on the subject property along Highway 3 (PID 90341140) zoned Coastal Community (CC). The applicant's proposal will be evaluated using all applicable policies in the Municipal Planning Strategy. Staff will make a recommendation to Council in its final staff report.

#### Alternatives

1. Council may refuse the proposed Development Agreement, and **in doing so, must provide reasons why the existing development does not reasonably carry out the intent of the Municipal Planning Strategy.** A decision of Council to refuse the proposed Development Agreement is appealable to the N.S. Utility & Review Board.

#### Attachments

Attachment A - Draft Development Agreement

Attachment B - Policy Evaluation Table

Attachment C - Additional Supplemental Information on the Aquaculture Permit(s)





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#### **Attachment A: Draft Development Agreement**

## DEVELOPMENT AGREEMENT

TO PERMIT A MARINE AQUACULTURE USE, PID No. 90341140

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF DECEMBER 2025

BETWEEN:

**DEON OYSTER COMPANY LIMITED**, of Argyle, Province of Nova Scotia  
(hereinafter called the “Developers”)

OF THE FIRST PART

- and -

**THE MUNICIPALITY OF THE DISTRICT OF ARGYLE**, a body corporate  
(hereinafter called the “Municipality”)

OF THE SECOND PART

**WHEREAS** the Developers have good title to lands situated on 6592 Highway 3 in Eel Brook, Nova Scotia and identified as PID number 90341140, and which said lands (hereinafter called the “Property”) is more particularly described in Schedule “A” of this Agreement;

**AND WHEREAS** pursuant to Policy 3.3.7 of the Municipality of the District of Argyle’s Municipal Planning Strategy, the Developers have requested that a Development Agreement be entered into to permit the Property to be used for a provincially approved marine related aquaculture propose, hereinafter called the “Development”;

**AND WHEREAS** the Municipality, by a resolution of Council passed on the xx<sup>th</sup> day of [month] 2025 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 definitions in the Municipality of the District of Argyle's Land Use By-law, as amended from time to time.

## **PART 2: GENERAL REQUIREMENTS**

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

## **PART 3: DEVELOPMENT OF THE PROPERTY**

### **3.1 Land Use**

- 3.1.1 Only the following uses shall be permitted on the Property:
  - a) all uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time, in addition to any other uses permitted by this agreement; and
  - b) an aquaculture use, specifically, supporting accessory structures for aquaculture operations located a minimum horizontal setback of 3 m from the ordinary high-water mark of Eel Lake; and
  - c) a private wharf, subject to provincial approval, potentially with portions above the ordinary high-water mark, related to a marine related aquaculture use on Eel Lake; and
  - d) other uses, signage, parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time.
- 3.1.2 The Developers shall ensure that:
  - 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) 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 a nuisance to the adjacent properties.

### **3.2 Development Permit**

- 3.2.1 This Development Agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of Argyle.
- 3.2.2 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 By-law where not varied by this Agreement,
    - ii. this Agreement, or
    - iii. the plans associated with the approved development permit.
  - b) the permit was issued based on incorrect information provided by the applicant when applying for a development permit; or
  - c) the permit was issued in error; or
  - d) continued complaints and matters of non-compliance arise related to the operation of the use.
- 3.2.3 The Development Officer shall not issue a development permit until:
- a) Nova Scotia Department of Transportation and Infrastructure Renewal 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 **Municipal Services**  
Installation of an on-site septic system is subject to the approval of the Nova Scotia Department of Environment and Climate Change. Any on-site servicing including any wells and septic systems must be installed and maintained in manner that complies with Provincial regulations.
- 3.3.2 **Parking and Loading Areas**
- a) The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.
- 3.3.3 **Traffic and Vehicle Access**
- a) Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.
- 3.3.4 **Outdoor Lighting**
- a) Outdoor lighting shall be installed to reflect light away from adjacent properties.
  - b) Outdoor lighting fixtures shall be full cut-off fixtures, not emitting any light above the horizontal plane drawn through the bottom of the light fixture.
  - c) Outside illumination fixtures shall use a maximum colour temperature of 2700 kelvin.

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

### 3.3.5 Outdoor Storage

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

### 3.3.6 Operation and Maintenance of Property

- a) Any refuse, composting, or recycling container must be screened from public view, above the ordinary high-water mark, and not situated within 6 m of any property abutting the development.
- b) 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.

## 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 not substantive matters:
  - a) the addition, removal or relocation of accessory buildings;
  - b) matters dealing with time limits noted in Part 7 of this agreement; and
  - c) matters as noted in Part 7, dealing with changes to permitted buildings or structures used for marine related aquaculture purposes.
- 5.3 Substantive matters shall relate to any matter not identified in 5.2 of this Part. Changes to substantive matters will require approval of Council following a Public Hearing.

## PART 6: IMPLEMENTATION

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

- 6.5 This Agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia and shall form a charge or encumbrance upon the Property as described in **Schedule "A"** attached hereto.
- 6.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 6.7 Upon completion of the Development, or after three (3) years from the date of approval of this Agreement, whichever time period is less, Council may review this agreement, in whole or in part, and may:
- a) retain the Agreement in its present form; or
  - b) discharge the Agreement on the condition that for those portions of the development that are deemed complete by the Council, the Developer's rights hereunder are preserved and Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw.

#### **PART 7: TIMING**

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

#### **SCHEDULES**

- A Legal description of property
- B Site Plan

**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><b>DEVELOPER</b></u>
	)	
	)	
	)	
_____	)	_____
Witness	)	DEon Oyster Company Limited
	)	
	)	
	)	
	)	<u><b>THE MUNICIPALITY OF THE DISTRICT OF</b></u>
	)	<u><b>ARGYLE</b></u>
	)	
	)	
	)	
_____	)	_____
Witness	)	Municipal Clerk
	)	

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

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

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

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

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

## **SCHEDULE “A” – Property Legal Description**

### ***PID 90341140***

This agreement applies to property identified by PID 90341140 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*.

Registration County: YARMOUTH COUNTY

Street/Place Name: HIGHWAY 3 /EEL BROOK

Title of Plan: FINAL PLAN OF S/D: SURVEY OF LOT D-1, LOT D-2 & LOT D-3 S/D & CONSOLIDATION OF LANDS OF NOLAN ROBERT D'EON & KIMBERLY RAE D'EON LOCATED AT: CIVIC #6590 & #6616 NO 3 HWY, EEL BROOK

Designation of Parcel on Plan: LOT D-2

Registration Number of Plan: 122429823




Registration Date of Plan: 2023-05-11 13:32:01

## SCHEDULE "B" - Site Plan



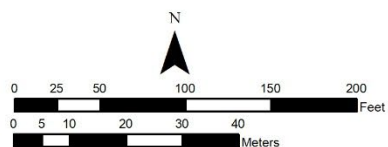
### Site Plan

PID 90341140  
Highway 3  
Eel Brook

-  Aquaculture Infrastructure
-  Property Boundaries
-  Subject Property

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#### Attachment B: Policy Evaluation

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

Applicable Policies	Staff Comments
<b>Policy 3.3.1:</b> It shall be the policy of Council to designate sections of the mainland and all islands as Coastal Communities (CC) on the Generalized Future Land Use Maps to accommodate growth and development in a manner similar to the Rural Centres.	The subject site is within the Coastal Communities (CC) designation.
<b>Policy 3.3.3:</b> It shall be the policy of Council that the intent of the Coastal Communities (CC) designation and zone is to accommodate a wide range of residential, institutional, commercial, industrial, agricultural, recreational and utility uses.	The subject site is within the Coastal Communities (CC) designation, and as per the Land Use By-law, the existing use of the site is aquaculture.
<b>Policy 3.3.7:</b> It shall be the policy of Council that Council may consider the following uses by development agreement, pursuant to the requirements of Policy 13.14, in the Coastal Community (CC) Zone:  f) Aquaculture (Indoor and Outdoor)	The subject site is within this zone and the existing use of the site is aquaculture.
<b>Policy 8.6.4:</b> It shall be the policy of Council to permit compatible Light Industrial uses in the Coastal Communities (CC) Zone, the Light Industrial (LI) Zone, the Business Park (BP) Zone, and the Rural Development (RD) Zone.	The existing land use is compatible with light industrial uses and is primarily to grow oysters related to activities on Eel Lake.
<b>Policy 9.5.1:</b> To support and encourage all local aquacultural initiatives, especially those involved in food production and farm market activities.	This policy directly supports this proposal.
<b>Policy 9.5.2:</b> To support existing and new aquaculture uses in the Municipality and innovative aquaculture initiatives in the region.	This policy directly supports this proposal.
<b>Policy 9.5.3:</b> To ensure all aquaculture practices consider the impact on the natural environment, and mitigate any risks of farmed species interacting with natural systems.	The aquaculture use has approval from the Department of Fisheries (Attachment C).
<b>Policy 13.12:</b> 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: <b>13.12.1</b> specify the development, expansion, alteration, or change in use permitted; and <b>13.12.2</b> specify the conditions under which the development may occur; and <b>13.12.3</b> set forth the terms by which Council may terminate the agreement. <b>13.12.4</b> 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.
<b>Policy 13.14:</b> To consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy, when considering	The existing development conforms to the intent of the MPS.



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amendments to the Land Use By-law, or proposals for development agreements:

**13.14.1** That a development permit may be issued for any existing use on the lot for which the development agreement or amendment has been requested; and

**13.14.2** That the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Municipal By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and

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

**a)** financial ability of the Municipality to absorb costs related to the development; or

**b)** adequacy of sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or

**c)** creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or

**d)** adequacy of storm drainage and effects of alteration to drainage patterns, including the potential for creation of a flooding problem; or

**e)** suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; or

**f)** adequacy and proximity of school, recreation and other community facilities; or

**g)** adequacy of road networks in, nearby, and leading to the development, regarding congestion and traffic hazards; and

**h)** That the proposal provides adequate off-street parking to prevent congestion, nuisance and inconvenience in the area; and

**i)** The hours of operation are appropriate for the neighbourhood; and

**j)** That the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding and shape, and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and

**k)** That the proposal will not significantly alter the character or stability of the surrounding neighbourhood.

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

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

**c)** No concerns are expected from the existing development.

**d)** No drainage concerns are expected from the existing development.

**e)** No new development is proposed. No impacts to the adjacent marine environment are anticipated.

**f)** Subject site is not nearby to schools, recreation and other community facilities. This is preferable for this application.

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

**h)** Site has adequate room for parking.

**i)** The operation is not expected to generate significant evening traffic, or traffic in general.

**j)** No further development is proposed on the property at this time.

**k)** No further development is proposed on the property at this time, though all existing buildings are set back and well screened from the road.



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#### **Attachment C: Additional Supplemental Information on the Aquaculture Permit(s)**

**AMENDMENT TO LICENCE**

THIS INDENTURE made in duplicate the 12<sup>th</sup> day of April, 2021.

**BETWEEN:**

**HER MAJESTY THE QUEEN**, in right of the Province of Nova Scotia, as represented by the Administrator, Nova Scotia Department of Fisheries and Aquaculture, as appointed under section 54A of the Fisheries and Coastal Resources Act, SNS 1996, c. 25,

hereinafter referred to as "**THE ADMINISTRATOR**"

**OF THE ONE PART**

- and -

**DEON OYSTER COMPANY LTD.**

6590 Highway #3  
Saint Anne du Ruisseau, NS  
B0W 2X0

**OF THE OTHER PART**

**WHEREAS** the Administrator, under the provisions of the Fisheries and Coastal Resources Act, S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to amend existing aquaculture licences and aquaculture leases;

**AND WHEREAS** on September 2, 2020, Aquaculture Licence No. 0911 was issued to Nolan R. D'Eon for a term of ten years from August 7, 2020 to August 6, 2030;

**AND WHEREAS** a request was received to change the licence holder to the incorporated company D'Eon Oyster Company Ltd.;

**AND WHEREAS** the Parties agree that as a matter of administrative clarity, it would be appropriate to substitute the licence holder name, Nolan R. D'Eon, for the corporate name, D'Eon Oyster Company Ltd., in Aquaculture Licence No. 0911;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Aquaculture Licence No. 0911 is hereby amended by replacing "Nolan R. D'Eon" with "D'Eon Oyster Company Ltd." wherever it appears.



AMENDMENT TO LEASE

THIS INDENTURE made in duplicate the 12<sup>th</sup> day of April, 2021,

**BETWEEN:**

**HER MAJESTY THE QUEEN**, in right of the Province of Nova Scotia, as represented by the Administrator, Nova Scotia Department of Fisheries and Aquaculture, as appointed under section 54A of the Fisheries and Coastal Resources Act, SNS 1996, c. 25,

hereinafter referred to as "**THE ADMINISTRATOR**"

OF THE ONE PART

- and -

**DEON OYSTER COMPANY LTD.**

6590 Highway #3  
Saint Anne du Ruisseau, NS  
B0W 2X0

OF THE OTHER PART

**WHEREAS** the Administrator, under the provisions of the Fisheries and Coastal Resources Act, S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to amend existing aquaculture licences and aquaculture leases;

**AND WHEREAS** on April 11, 2017, Aquaculture Lease No. 1314 was issued to Nolan D'Eon for a term of twenty years from April 1, 2017 to April 1, 2037;

**AND WHEREAS** a request was received to change the Leaseholder to the incorporated company D'Eon Oyster Company Ltd.;

**AND WHEREAS** the Parties agree that as a matter of administrative clarity, it would be appropriate to substitute the leaseholder name, Nolan D'Eon., for the corporate name, D'Eon Oyster Company Ltd., in Aquaculture Lease No. 1314;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Aquaculture Lease No. 1314 is hereby amended by replacing "Nolan D'Eon" with "D'Eon Oyster Company Ltd." wherever it appears.




2. Aquaculture Lease No. 1314 shall in all other respects remain the same and continue to be in full force and effect.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**HER MAJESTY THE QUEEN**  
in right of the Province of Nova Scotia, as  
represented by the Administrator, Nova Scotia  
Department of Fisheries and Aquaculture

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Administrator, Nova Scotia Department  
of Fisheries and Aquaculture

D'Eon Oyster Company Ltd.  
Per:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Nolan R. D'Eon