

**MUNICIPALITY OF THE COUNTY OF KINGS
MUNICIPAL COUNCIL
August 1, 2017
AGENDA**

**Audio Recording Times Noted in Red
(Minutes:Seconds)**

1. Roll Call **00:00**
2. Approval of Agenda **01:05** Page 1
3. Approval of Minutes Page 2
 - a. July 4, 2017 Council **05:24** Page 13
 - b. July 18, 2017 Special Council **06:13**
4. Business Arising from Minutes Page 2
 - a. July 4, 2017 Council **None** Page 13
 - b. July 18, 2017 Special Council **07:02**
5. Planning Items Page 15
 - a. Application to enter into a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau (File 17-02) **07:57** Page 16
 - b. Application to enter into a development agreement to permit the expansion of a rural non-conforming use at 251 Ira Bill Road, Billtown (File 17-03) **13:00** Page 49
 - c. Application to rezone property at 965 Pickering Lane, Greenwood, from RM to R4 (File 17-04) **14:22** Page 71
 - d. Next Public Hearing Date September 5, 2017 **16:45**
6. Financial Services Page 92
 - a. Amendments to Schedules of Bylaw 93 Private Road Maintenance Charge (Second Reading) **17:26** Page 100
 - b. Valley Waste Resource Management Loan Guarantee Resolution **22:17**
7. Committee of the Whole Recommendations July 18, 2017 Page 105
 - a. 2017/18 Federal Gas Tax Allocations for Villages **24:30**
 - b. 2017/18-2021/22 Capital Investment Plan **25:30**
 - c. 2017/18 Village Sidewalk Funding Requests **26:20**
 - d. 2018/19-2021/22 Village Sidewalk Funding Forecast **27:08**
8. Fire Services Advisory Committee Recommendation June 15, 2017 Page 106
 - a. Citizen Membership on Fire Services Advisory Committee **27:55**
9. Correspondence Page 107
 - a. 2017-06-09 Houseboats on Black River Lake **32:58** Page 110
 - b. 2017-07-27 Three Year Cost Share Agreement for Subdivision Streets **37:53**
10. Other Business Page 110
 - a. Appointment to Eco-Kings Action Team **43:14**
 - b. Livestock Ownership in Small Subdivisions in the A1 Zone **44:45**
11. Comments from the Public **None**
12. Adjournment **53:41**

MUNICIPAL COUNCIL
July 4, 2017

**Meeting Date
and Time**

A meeting of Municipal Council was held on Tuesday, July 4, 2017 following a Public Hearing at 6:00 pm in the Council Chambers, Municipal Complex, Kentville, NS.

1. Roll Call

All Councillors were in attendance with the exception of Councillor Hirtle with notice.

Results for Roll Call

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

On motion of Councillor Spicer and Councillor Allen, that Councillor Hirtle's absence from the July 4, 2017 Council be excused.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Also in attendance were:

- Rick Ramsay, Interim CAO
- Jonathan Cuming, Municipal Solicitor
- Janny Postema, Recording Secretary

2. Approval of Agenda

On motion of Councillor Armstrong and Deputy Mayor Lutz, that Municipal Council approve the July 4, 2017 agenda.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

3. Approval of Minutes

3a. Approval of Minutes June 6, 2017

On motion of Councillor Best and Councillor Allen, that the minutes of the Municipal Council meeting held on June 6, 2017 be approved.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

4. Business Arising from the Minutes

4a. Minutes of June 6, 2017

Councillor Allen provided an update on the public meetings regarding the Hants Border Area Rates.

5. Planning Items

5a. Application to rezone a portion of the property at 4252 Hwy 12, South Alton, from R7 to C10 (File 16-17)

Deputy Mayor Lutz presented the report as attached to the July 4, 2017 Council agenda.

On motion of Deputy Mayor Lutz and Councillor Hodges, that Municipal Council give Second Reading and approve the map amendment to the Land Use Bylaw to rezone a portion of the property at 4252 Highway 12, South Alton (PID 55369789), from the Hamlet Residential (R7) Zone to the Hamlet Commercial (C10) Zone, as described in Appendix E of the report dated May 9, 2017.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

5b. **Application to amend the list of permitted uses in the C10 Zone (File 16-17)**

Deputy Mayor Lutz presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Best and Councillor Allen, that Municipal Council give First Reading and hold a Public Hearing regarding the text amendment to the Hamlet Commercial (C10) Zone to delete ‘Auto Repair Shops’ and add ‘Auto Sales and Service’ to the list of permitted uses, as described in Appendix E of the report dated May 9, 2017.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

5c. **Appointment of Responsible Organization and Citizen Members to the Centreville Area Advisory Committee (File E-1-2)**

Deputy Mayor Lutz presented the report as attached to the July 4, 2017 Council agenda.

On motion of Deputy Mayor Lutz and Councillor Allen, that Municipal Council appoint John ‘Jack’ Waterbury and Kimberley Foote, members of the Centreville District Community Development Association, to sit on the Centreville Area Advisory Committee for a one (1) year term and citizen members James ‘Jim’ Hoyt and Beverley Greening to sit on the Centreville Area Advisory Committee for a two (2) year term.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For

District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

- 5d. **Next Public Hearing Date** Deputy Mayor Lutz noted that the next Public Hearing was proposed to be held on Tuesday, September 5, 2017 at 6:00 pm (prior to Council).

6. **Community Development**

- 6a. **Street Renaming: Section of Highway 358 to Blackberry Lane** Trish Javorek presented the report as attached to the July 4, 2017 Council agenda and provided a presentation.

On motion of Councillor Best and Deputy Mayor Lutz, that Municipal Council approve the renaming of a portion of Highway 358, affecting civic numbers 5, 11, 15 and 20, to Blackberry Lane as set out in the Community Development report dated July 4, 2017.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

7. **Engineering and Public Works, Lands and Parks Services**

- 7a. **Contract Award 17-05 - McKittrick Road Sidewalk** Scott Quinn presented the report as attached to the July 4, 2017 Council agenda and provided a presentation.

On motion of Councillor Best and Councillor Spicer, that Municipal Council: award Contract 17-05 to G.K. Morse Trucking Ltd. for the total price of \$363,170.00 + HST.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-

District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

7b. Enactment of Oak Island Road Wastewater Management District Bylaw (Second Reading/Final Approval)

Scott Quinn presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Winsor and Councillor Armstrong, that Municipal Council give Second Reading to Bylaw 103, being the Oak Island Road Wastewater Management District Bylaw of the Municipality of the County of Kings, as attached to the July 4, 2017 Municipal Council agenda.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

8. Financial Services

8a. Amendments to Schedules of Bylaw 99 Tax Exemption for Non-Profit Organizations (Second Reading)

Wendy Salsman presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Spicer and Councillor Armstrong, that Municipal Council approve Second Reading of amendments to the Schedules of Bylaw 99 to add the United Church of Canada North Mountain Tapestry property (PID 55095434; AAN# 04718119); to remove the Valley Search & Rescue now inactive property in Cambridge (PID# 55517668; AAN# 10474426); and to remove the Garland Community Hall (PID# 55071252; AAN# 01642278) which has been sold.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For

District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

8b. **Amendments to Schedules of Bylaw 93 Private Road Maintenance Charge (First Reading)**

Wendy Salsman presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Allen and Deputy Mayor Lutz, that Municipal Council give First Reading to amendments to Schedule A of By-Law 93, being the Private Road Maintenance Charge By-Law of the Municipality of the County of Kings, as attached to the July 4, 2017 Council agenda.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

8c. **2017/18 Area Rates**

Wendy Salsman presented the report as attached to the July 4, 2017 Council agenda.

On motion of Deputy Mayor Lutz and Councillor Spicer, that Municipal Council approve the levying, collection and remittance of Area Rates as shown in Appendix 1 - Area Rates 2017/18 as attached to the report dated July 4, 2017.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

9. **Committee of the Whole Recommendations June 20, 2017**

9a. **Community Grant Applications**

Mayor Muttart presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Best and Councillor Armstrong, that Municipal Council approve funding to the Community Grant Organizations in the total amount of \$426,472 as outlined in the report attached to the June 20, 2017 Committee of the Whole agenda with contingencies of all regulatory conditions being met as outlined.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

9b. **Village of Greenwood Loan Guarantee**

On motion of Deputy Mayor Lutz and Councillor Spicer, that Municipal Council approve the Guarantee Resolution for the Village of Greenwood to borrow up to \$600,000 for sidewalk construction from River Ridge Subdivision on Tremont Mountain Road to Central Avenue.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

9c. **Relationships with New MLAs & Provincial Government**

On motion of Councillor Winsor and Councillor Allen, that Municipal Council:

1. **Direct the Mayor to write a letter to Premier Stephen McNeil to:**
 - a. **Congratulate him on his personal re-election and the election of his Party as the Government of Nova Scotia;**
 - b. **Identify key and where appropriate request his**

- commitment/position;
With copies to each of the local MLAs.
2. Direct the Mayor to write each of the re-elected MLAs to:
 - a. Congratulate them on their victories;
 - b. Identify key files that are of significant importance to Kings County and where appropriate request their commitment/position;
 - c. Request their attendance at a Councillor/MLA Meeting at a future COTW (or Council) Meeting at a time to be mutually agreed to.
 - d. Discuss setting up a regular forum for Council and the MLAs to meet.

The mover and seconder of the motion agreed to a friendly amendment to 2c.

Amended Motion:

On motion of Councillor Winsor and Councillor Allen, that Municipal Council:

1. Direct the Mayor to write a letter to Premier Stephen McNeil to:
 - a. Congratulate him on his personal re-election and the election of his Party as the Government of Nova Scotia;
 - b. Identify key files that are of significant importance to Kings County and where appropriate request his commitment/position;
With copies to each of the local MLAs.
2. Direct the Mayor to write each of the re-elected MLAs to:
 - a. Congratulate them on their victories;
 - b. Identify key files that are of significant importance to Kings County and where appropriate request their commitment/position;
 - c. Request their attendance at a meeting between Councillors and MLAs at a time to be mutually agreed to.
 - d. Discuss setting up a regular forum for Council and the MLAs to meet.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

The Mayor agreed to ask the MLAs whether they would be willing to meet in open session.

9d. **Kings Youth Council Terms of Reference**

On motion of Deputy Mayor Lutz and Councillor Armstrong, that the Kings Youth Council's Terms of Reference be amended to reflect that the first meeting of the Youth Council shall be held no later than November 30, 2017.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

10. **Budget and Finance Committee Recommendation June 19, 2017**

10a. **Budget and Finance Work Plan**

Councillor Winsor presented the report as attached to the July 4, 2017 Council agenda.

On motion of Councillor Winsor and Councillor Spicer, that Municipal Council direct the CAO to review with the Management Team the work plan as attached to the July 4, 2017 Council agenda to assist in identifying priorities and bring a suggested work plan back to the Budget and Finance Committee for consideration and recommendation to Council.

Motion Carried.

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

11. **Correspondence**

Mayor Muttart gave an overview of the correspondence as attached to the July 4, 2017 Council agenda.

Correspondence - General

On motion of Deputy Mayor Lutz and Councillor Allen, that Municipal Council receive the General Correspondence as attached to the July 4, 2017 agenda package.

Motion Carried.**Results**

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

- 11a. Kentville Rotary Club Thank You For information.
- 11b. Village of Greenwood Canada 150 Celebrations Attended by Councillor Armstrong.
- 11c. Valley REN 2017-18 Business Plan For information.

Correspondence - Requests

On motion of Councillor Best and Councillor Winsor, that Municipal Council receive the Correspondence Requests as attached to the July 4, 2017 agenda package.

Motion Carried.**Results**

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

- 11d. Clean Annapolis River Project Board Appointment **On motion of Deputy Mayor Lutz and Councillor Armstrong, that Municipal Council refer the issue of a Councillor appointment to the Clean Annapolis River Project Board to the Nominating Committee for a recommendation to Council.**

Motion Carried.**Results**

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For

District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

- 11e. Foleaze Park Residents re: J Class Roads Policy Scott Quinn responded to Foleaze Park residents by e-mail and copied Councillors.
- 11f. Paving Glengary Row Scott Quinn e-mailed Councillors.
- 11g. Tom Cosman re: Draft MPS Referred to Staff.
12. **Other Business**
- Kentville Development Corporation sponsorship request for Multicultural Fair: the CAO will follow up.
 - Public Engagement Land Use Bylaw/Municipal Planning Strategy: the Mayor noted that this would happen in the fall.
13. **Comments from the Public** There were no comments from the public.
14. **Adjournment** **On motion of Councillor Best and Councillor Spicer, there being no further business, the meeting adjourned at 7:20 pm.**

Motion Carried.**Results**

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	-
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Approved by:

Mayor Muttart

Janny Postema
Recording Secretary

Results Legend	
-	Absent
COI	Conflict of interest
For	A vote in favour
Against	A vote in the negative or any Councillor who fails or refuses to vote and who is required to vote by the preceding subsection, shall be deemed as voting in the negative.

**SPECIAL COUNCIL
July 18, 2017
MINUTES**

**Meeting Date
and Time**

A Special Meeting of Council was held on Tuesday, July 18, 2017 at 1:25 pm in the Council Chambers, Municipal Complex, Kentville, NS.

1. Attendance

All Councillors were in attendance.

Results for Roll Call

For 10
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

2. Approval of Agenda

On motion of Councillor Hodges and Councillor Best, that Council approve the July 18, 2017 agenda.

Motion Carried.

Results

For 10
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

3. Administration

3a. Personnel Matter

On motion of Councillor Hirtle and Councillor Spicer, that Council accept the recommendation of the Search Committee respecting a candidate for the position of the CAO as reported to members of the Committee of the Whole in camera on July 18, 2017 upon the terms and conditions outlined in the letter of offer; and that the name of the candidate be protected pending the expiry of July 20, 2017.

Motion Carried.

Results

For 10
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

4. **Comments from the Public**

There were no comments from the public.

5. **Adjournment**

On motion of Councillor Armstrong and Councillor Hodges, there being no further business, the meeting adjourned at 1:30 pm.

Motion Carried.

Results

For 10
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Approved by:

Mayor Muttart

Janny Postema
Recording Secretary

Results Legend	
-	Absent
COI	Conflict of interest
For	A vote in favour
Against	A vote in the negative or any Councillor who fails or refuses to vote and who is required to vote by the preceding subsection, shall be deemed as voting in the negative.

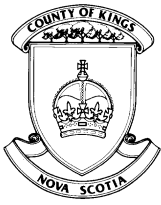
THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO COUNCIL

Subject: Planning Items

Date: August 1, 2017

A	<p>Application to enter into a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau (File 17-02)</p>	<p>Be it resolved that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road (PID 55436836), Gaspereau, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated July 11, 2017.</p> <p>* <u>Report Attached</u></p>
B	<p>Application to enter into a development agreement to permit the expansion of a rural non-conforming use at 251 Ira Bill Road, Billtown (File 17-03)</p>	<p>Be it resolved that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit the expansion of a rural non-conforming use at 251 Ira Bill Road (PID 55328892), Billtown, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated July 11, 2017.</p> <p>* <u>Report Attached</u></p>
C	<p>Application to rezone property at 965 Pickering Lane, Greenwood, from RM to R4 (File 17-04)</p>	<p>Be it resolved that Municipal Council give First Reading to and hold a Public Hearing regarding the map amendment to the Land Use Bylaw to rezone the property at 965 Pickering Lane (PID# 55119382), Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone, as described in Appendix F of the report dated July 11, 2017.</p> <p>* <u>Report Attached</u></p>
D	<p>Next Public Hearing Date</p>	<p>September 5, 2017 – 6:00 p.m. (prior to Council) * Date approved by Council on July 4, 2017</p>



**Municipality of the County of Kings
Report to the Planning Advisory Committee**

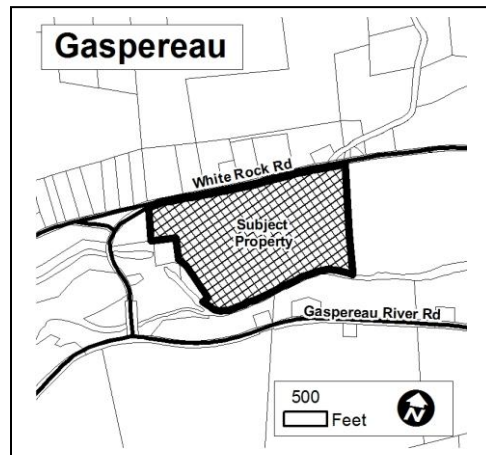
Application: Application to enter into a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau, NS (PID 55436836) (File 17-02)
 Date: July 11, 2017
 Prepared by: Planning and Development Services

Applicant	Benjamin Bridge Vineyards (McConnell-Gordon Estates Limited)
Land Owner	McConnell-Gordon Estates Limited
Proposal	Agri-tourism commercial uses associated with existing winery
Location	1842/1850 White Rock Road, Gaspereau, NS PID 55436836
Lot Area	Approximately 58 acres
Designation	Agricultural
Zone	Agricultural (A1)
Surrounding Uses	Agricultural, Residential
Neighbour Notification	Letters were sent to the 23 owners of property within 500 feet of the subject property notifying them of the Public Information Meeting (PIM).

1. PROPOSAL

Ms. Ashley McConnell-Gordon has applied, on behalf of Benjamin Bridge Vineyards, for a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau.

The proposed uses include wine and food tastings and special events associated with the existing winery. The proposal does not involve the construction of any new permanent buildings. Rather, the applicant anticipates using a seasonal outdoor tent-style marquee building (approx. 4,000 ft² footprint) to host wine tastings and special events.



2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted;
- C. Provide alternative direction, such as requesting further information on a specific topic, or recommending changes to the draft development agreement.

3. BACKGROUND

In 1999, the McConnell Gordon family purchased land in the Gaspereau Valley (now totaling nearly 120 acres on the north side of the Gaspereau River) with the vision to create a world class winery that would reflect their commitment to producing spectacular wines. They currently specialize in traditional method sparkling wines.

Today, Benjamin Bridge is Canada's most acclaimed sparkling wine house. Its production of 100% Nova Scotia wine is close to 30,000 cases per year with anticipated growth to at least 40,000 by 2020. Benjamin Bridge wines, primarily its traditional method sparklings, Nova 7, and Tidal Bay (the region's white wine appellation), can be found across Canada as well as in Japan, UK, Belgium, and China.

For the first ten years, the McConnell Gordon family focused on its production, debuting its first wine in 2008. The applicant reports that from 2010 to 2016, despite significantly low margins which have stopped any other NS winery from exporting local wine, the winery chose to grow its export markets in order to grow the region's reputation as a serious cool climate wine producer. As a result of this reputation, there is demand to visit and host events at the winery. A few special events have been hosted at the winery in the past as the Land Use By-law allows for one commercial special event per property per year (see Figure 1).



Figure 1: Special event hosted at Benjamin Bridge Vineyards using a Sperry tent.

The winery would like to offer enhanced tasting opportunities that involve serving food that has been prepared off-site. The description for their 'Master Tasting' is as follows:

Limited to 10 people, this special seminar-style 4-hour tour and sparkling wine tasting includes 5 of our most rare and exceptional Méthode Classique sparkling wines. It will be accompanied by a lunch using local and seasonal ingredients, including from our estate organic gardens. The winemaking team will explain the rigorous Champagne methods our team of international winemakers follows to produce these sparklings and what distinguishes Benjamin Bridge from other wineries and regions producing traditional method sparkling wines.

4. INFORMATION

4.1 Site Information

The subject property is located within the Gaspereau Valley. This area has been designated and zoned Agricultural since the adoption of the Municipal Planning Strategy in 1979. The total size of the subject property is approximately 58 acres. Approximately a quarter of the property is located within the Natural Environment designation and the Environmental Open Space (O1) Zone. This area represents the floodplain associated with the Gaspereau River, which abuts the southern boundary of the subject property (see reference zoning map in Appendix A). To the north of the subject property, along White Rock Road, are residential uses and to the west, one residential dwelling and a Nova Scotia Power generating station and office building. To the east of the subject property is a farm property owned by the applicant. The subject property is located approximately 2 kilometres west of the Hamlet of Gaspereau and 3 kilometres east of the Hamlet of White Rock.



Figure 2: Aerial view of subject property looking east.

The majority of the subject property has been planted with a variety of grape vines (Figure 2). There are two main structures on the subject property including an old barn which is currently used as a storage shed and a winery building which contains the wine processing, offices, retail sales of wine and indoor tasting areas. There is currently a developed parking area on the site, as well as an outdoor patio.

4.2 Site Visit

A Planner and Development Officer visited the subject property on March 24, 2017. At this time, representatives for the applicant discussed in more detail their intentions for the subject property with staff.

4.3 Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on April 11, 2017 at the Gaspereau Community Centre with 12 members of the public in attendance. The general tone of the meeting was one of support for the application. Two neighbours expressed concerns with noise. The complete notes from the PIM are attached as Appendix B.

4.4 Request for Comments

Comments were requested from the following groups with the results as described:

4.4.1 Department of Transportation and Infrastructure Renewal

The Department of Transportation and Infrastructure Renewal has written a letter indicating that the existing access to the property passes commercial stop sight distance. They wrote that the road networks in, adjacent to and leading to the site are adequate for the proposed development and that they do not have any concerns regarding traffic generation or access to and egress from the site. The Department has issued a commercial access permit to the applicant in support of their application for agri-tourism commercial uses.

4.4.2 Municipality of the County of Kings Engineering and Public Works (EPW)

EPW suggested that in order to address possible erosion and sedimentation issues, a provision should be included in the development agreement that requires the property owner to put erosion and sedimentation control measures in place for ground preparation and construction of any structures or parking areas as required by the Municipal Specifications and applicable NSE regulations. This department also provided recommended wording for the DA regarding the requirement for engineer stamped drawings for the widening of the internal driveway.

4.4.3 Municipality of the County of Kings Building and Enforcement

Building and Enforcement Services has indicated there would not be any problems under the National Building Code for the owners to use a Sperry tent and portable toilets. A permit will have to be applied for and an inspection will need to be conducted to ensure compliance with the code every time the tent is erected. Once an inspection is conducted, Building and Enforcement Services will calculate an occupant load which will determine the number of portable toilets necessary for the special event. They also reported that Municipal fire services have more than enough equipment to adequately serve the proposal. This department consulted with the local Fire Chief who reported that he has no concerns being able to navigate a fire truck through the internal driveway on the site once the necessary widening takes place.

4.4.4 Nova Scotia Environment

Nova Scotia Environment did not respond to planning staff's request for comments.

4.4.5 Municipality of the County of Kings Economic Development Specialist

The Municipal Economic Development Specialist provided detailed comments on the economic considerations of the application. Based on the Canadian Wine & Grape 2015 Economic Impact Study, the additional 10,000 case production they hope to achieve through this application would generate the following to the economy: \$4,394,400 economic impact, \$3,102,000 business revenue, \$555,600 tax revenue and \$736,800 wages. It is anticipated that each of Benjamin Bridge's special events would generate at least \$40,000 in direct and indirect stimulus to the economy. Overall, he suggested that the proposed development would have a positive

impact on the economy and would support the sustainability of the largest winery in the Municipality.

5. POLICY REVIEW – DEVELOPMENT AGREEMENTS

5.1 Development Agreements

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 (LUB) and the Municipal Planning Strategy (MPS) 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 MPS, Council identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the criteria for the specific proposal in the MPS and not any other criteria.

5.2 Land Use By-law

Section 5.2.13 of the LUB states “*Council shall provide for agri-tourism uses within the Agricultural (A1) Zone by development agreement pursuant to Policy 3.2.8.2 of the Municipal Planning Strategy*”. This policy enables Council to consider Ms. McConnell-Gordon’s proposal.

5.3 Municipal Planning Strategy (MPS)

From the time Council approved the first version of the MPS in 1979 to the present, one of Council’s stated primary goals has been the preservation of agricultural land. This is also consistent with the Province’s *Statement of Provincial Interest regarding Agriculture*. The preservation of agricultural land has been balanced by Council against the need of individual owners to use land in a reasonable fashion and the need for economic growth within the Municipality.

5.3.1 Specific Development Agreement Policies

In the MPS, this balance is in part achieved through policy 3.2.8.2, referred to in the LUB, which enables the development of “*wineries, farm market outlets, and other similar uses that involve the sampling and sale of wines or other foods, that are not permitted pursuant to Policy 3.2.8.1.1(b) due to the amount of produce or foods sold which are from off the farm*”. MPS Policy 3.2.8.1.1 (b) referred to above allows wineries, farm market outlets, and other similar uses that involve the sampling and sale of wines or other foods as-of-right, provided that at least 60% of the produce or primary ingredients have been cultivated on-site. Due to the fact that the proposed agri-tourism commercial uses include the provision of meals from off-site, the

proposal exceeds the scope of what can be considered through the permitting process and a development agreement is required.

Policy 3.2.8.2.2 establishes Council's specific criteria for the uses Council may consider within the Agricultural (A1) Zone by development agreement (see Appendix C for more detail). Council must be satisfied the proposal meets these criteria. The first criterion refers to re-using buildings or placing new ones in yards that cannot be reasonably used for crops. Ms. McConnell-Gordon's proposal does not involve the construction of any new permanent buildings. It does, however, propose to use a temporary tent structure for tastings and special events. The tent that the applicant proposes to use is considered a building under the LUB. However, given that the tent is intended to be erected on a temporary basis on a grassed area of the property, staff believe that the intent of this provision is met in that no part of the property that could be used for agriculture is being permanently transitioned out of agriculture as a result of this proposal.

The next criterion in this section requires that the proposal not create compatibility issues with any adjacent farming operations. In this case, the only farming operation adjacent to the subject property is a farm that is owned and operated by the applicant. Policy 3.2.8.2.2 also requires that signage be constructed of wood or metal. This requirement has been included in the draft Development Agreement.



Figure 3: Sperry tent located adjacent to existing winery building.

The final criterion in this section states that any new buildings are required to be sensitive to the surrounding rural architectural style. There are no permanent buildings being proposed as part of this application and the Sperry tent that is proposed to be used on a temporary basis appears to be compatible, in terms of style, with the existing barn and winery building on the site (see Figure 3).

5.3.2 General Development Agreement Policies

Municipal Planning Strategy section 6.3.3.1 contains the criteria to be used when considering all development agreement proposals (see Appendix D for more detail). These consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. The proposal meets the general criteria in that it will not result in any direct costs to the Municipality, raises no concerns in terms of traffic or access, is suitable for the development and appears to be free of hazards, will be serviced by a private sanitary septic system as well as portable toilets, is compatible with adjacent uses, and raises no concerns regarding emergency services.

MPS subsection 6.3.3.1 (c) specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The draft development agreement

implements controls on the permitted uses, maintenance of the property, parking, signage, lighting, access to and egress from the site and the hours of operation. The draft development agreement also requires that, at the time of permitting, engineered drawings be submitted to ensure that the widening of the internal driveway will not result in negative slope stability or environmental impacts.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached as Appendix E to this report. The main content of the proposed development agreement includes:

Draft Development Agreement Location	Content
2.1	specifies that development must be in general conformance with the attached site plan
2.2	specifies the types of uses permitted on the site including wine tastings, special events and accessory uses
2.3	regulates signs
2.4	controls the appearance of the property
2.5	controls lighting
2.6	regulates parking
2.9	regulates hours of operation
2.10	addresses erosion and sediment control
2.11	sets out requirement for engineered drawings and the proper posting of the newly assigned civic address
3.3	substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement. In the draft development agreement the only substantive matters are the uses allowed on the property.

7. CONCLUSION

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by Council's agri-tourism commercial policies, and fits within the criteria of those policies. The proposal also meets all other general development agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. STAFF RECOMMENDATION

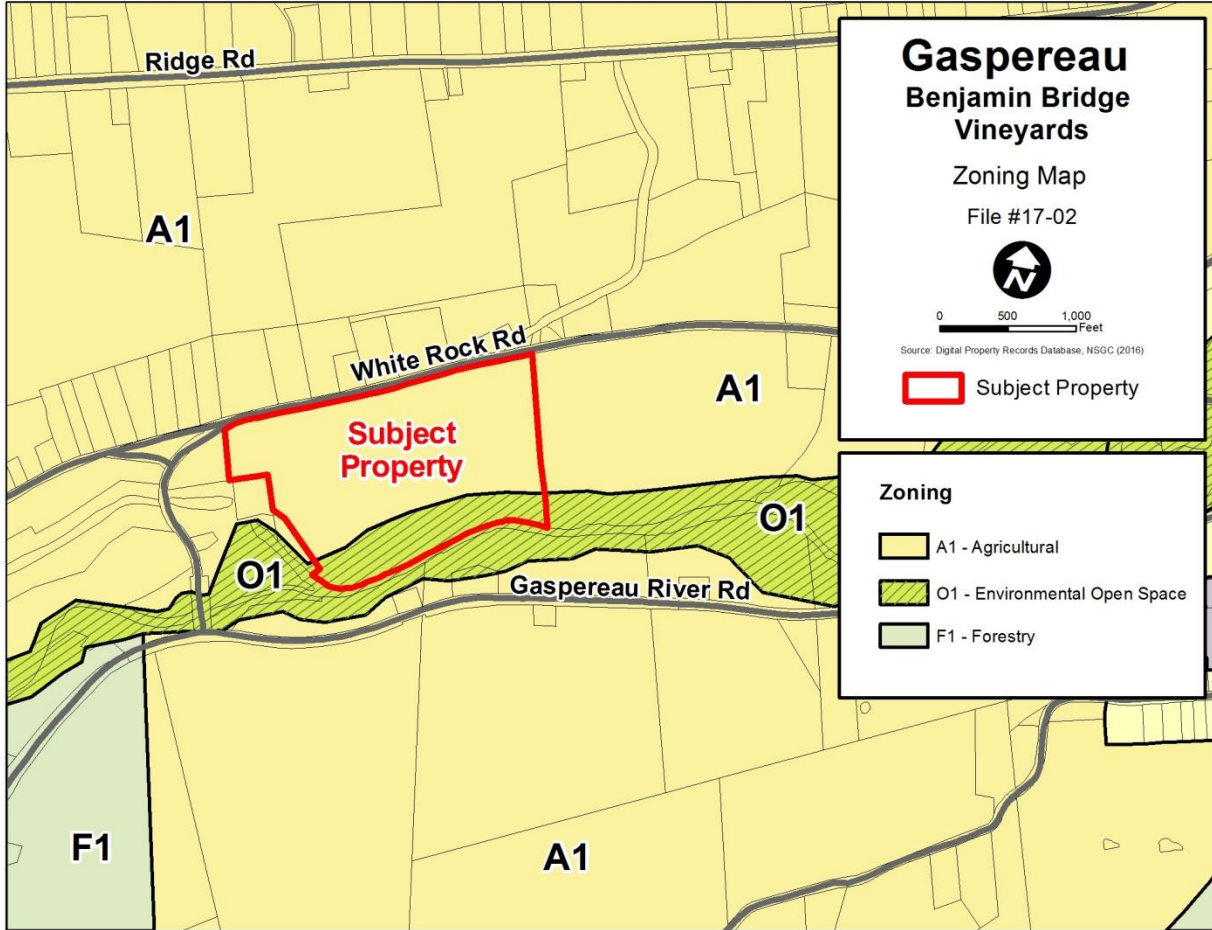
Staff recommends that the Planning Advisory Committee forward a positive recommendation to Council by passing the following motion:

PAC recommends that Municipal Council give Initial Consideration and hold a Public Hearing to enter into a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau (PID 55436836), which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated July 11, 2017.

9. APPENDICES

Appendix A	Zoning Map
Appendix B	Public Information Meeting Notes
Appendix C	MPS Policy 3.2.8.2.2 (Specific Development Agreement Criteria)
Appendix D	MPS Policy 6.3.3.1 (General Development Agreement Criteria)
Appendix E	Draft Development Agreement

APPENDIX A - Zoning Map



MUNICIPALITY OF THE COUNTY OF KINGS

PLANNING AND DEVELOPMENT SERVICES

PUBLIC INFORMATION MEETING NOTES

Planning Application to Allow Agri-tourism Commercial Uses at 1842/1850 White Rock Road, Gaspereau (File 17-02)

<i>Meeting, Date and Time</i>	A Public Information Meeting was held on Tuesday, April 11, 2017 at 7:00 p.m. at the Gaspereau Community Centre, 2806 Greenfield Road, Gaspereau, NS.
<i>Attending</i>	In Attendance:
<i>Councillors</i>	Councillor Peter Allen – District 9 (Chair)
<i>Planning Staff</i>	Leanne Jennings – Planner
<i>Applicant</i>	Gerry McConnell Devon McConnell-Gordon
<i>Public</i>	12 Members
<i>Welcome and Introductions</i>	The Chair, Councillor Peter Allen, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting. The Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal. No evaluation has been completed and no decisions have been made at this point.
<i>Presentations</i>	<p>Leanne Jennings provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Benjamin Bridge Vineyards to allow for the expansion of the agri-tourism commercial use at 1842/1850 White Rock Road, Gaspereau (PID 55436836). The proposal is to allow retail sales, tours, tastings and special events associated with the existing winery on the property.</p> <p>Gerry McConnell provided a general overview on the Nova Scotia wine industry and spoke on the development proposal by Benjamin Bridge Vineyards.</p> <p>Following the presentations, the floor was opened for comments from the public.</p>
<i>Comments from the Public</i>	<p>Neal Benneworth – White Rock Road</p> <ul style="list-style-type: none">• Nova Scotia needs successful businesses. This proposal is deserving of every possible encouragement as it is a major asset to the area.• They are very nice neighbours.

Chris Gertridge – White Rock Road

- Inquired if the intent is to do more weddings and if so, will they be taking place during the day or in the evening.
- Noise is the main concern. Gaspereau Valley lends itself to a natural amphitheatre effect; noise travels.

Gerry McConnell responded that there were no complaints lodged against the two other weddings held on the property. Weddings will not be held every weekend.

Devon McConnell-Gordon explained that a contract now needs to be signed with the wedding party stipulating the times of the event. At present, wedding wind up around midnight and the property is vacated by 1:00 am. A lot of the private tastings occur during the day.

Leanne Jennings mentioned that through the development agreement there is the ability to put a maximum number for special events as well as regulate the hours of operation.

Joy Power – Black River Road

- Enjoys hearing the music being played during the weddings.

Dennis Sawatzky – Black River Road

- Accepts the noise to deter the birds and the noise from the tubers and from those jumping off the bridge. Raised the issue of spraying/cleaning the transport containers late at night and the thumping of the containers on the ground that happens over a period of a number of weeks.

Gerry McConnell responded that they will be more attentive to that and will talk to the wine making team to see how this can be alleviated.

Thomas Duggan – White Rock Road

- Is the intent to put up the tent and leave it there?

Devon McConnell-Gordon stated that the tent can only be erected for thirty (30) days per calendar year. The tent will be put up and taken down at certain intervals to accommodate the special events that will take place, e.g., 2 weeks in June and again in August and September. The capacity of the tent is 165-170 people.

Kirk Hillier – White Rock Road

- Has never had an issue with the winery or with the traffic volume going in and out.

Thomas Duggan – White Rock Road

- Inquired about the timeline for the entire process.

Leanne Jennings responded that under the current timeline, which is subject to change, a public hearing will likely be held in early July with approval being received by early August.

Adjournment

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:45 p.m.

Leanne Jennings
Recorder

From: [Jon Junkin](#)
To: [Leanne Jennings](#)
Subject: Public Information Meeting - Benjamin Bridge Vineyards
Date: Tuesday, April 11, 2017 10:32:15 PM

My name is Jon Junkin.
I live at 1815 White Rock Road.
I was in attendance at the information meeting.
Thank you for facilitating that opportunity.
The staff and owner presentations were both informative.
I was pleased with the generally receptive response and tone.
I think this is an important initiative that deserves municipal approval.

I would like to provide you with my comment for inclusion and consideration in your public consultation record.

From my location, I look directly down upon the Benjamin Bridge vineyard property.
I am within several hundred yards of the primary facility and the reference tent site.
My dogs walk me amongst the meticulously attended vines daily ... thanks to the generous accommodation of my wonderful Benjamin Bridge wine making neighbour.

I can attest from direct personal experience that this is a very professional, quality driven and values based business operator that is pursuing excellence with an important community development focus and a local labour force impact. They are very attentive to the land, they are considerate of their local community and their patrons, and they are very significantly investing.

Benjamin Bridge is already an important niche employer of local folks. I know ... I enjoy many morning chats with them. They are lovely people, loving what they do and loving who they are doing it for. In an area that in so many ways is demographically challenged, Benjamin Bridge offers a glimpse of a viable new agricultural growth possibility ... one that is in keeping with the community's history and its strong stewardship of the land traditions. As much more acreage comes into full production, the local labour force impact can only grow and the economic benefits with their multiplier effect will flow to the broader benefit of many others in the County of Kings.

More employment opportunity for folks trying to make a viable life in the Gaspereau Valley. A successful local business growing and spending. A positive impact on local real estate values and municipal assessments. Attracting visitors to the area and harvesting their out of region discretionary dollars into the local economy. Developing a brand that spawns local pride and builds a regional economy.

What is not to like?

Benjamin Bridge is making a very significant capital and marketing investment in their premium product. They are succeeding. They are a brand flagship and best practices incubator that is very important for the emergent wine industry. It is visibly impactful locally, regionally and provincially within the agri-tourism space. That impact will grow given half a chance.

This specific proposal before the municipality is a helpful accommodation. It can augment revenue flow, expand reach, grow brand, advance the business plan. The municipality should offer every possible assistance. It is just a good business investment in community building to do so. Approval costs little and it supports a longer term municipal gain.

Benjamin Bridge is an important rising tide that is floating many other aspiring boats in the local and provincial economies. They are at the forefront of a new industry. They are truly excellent. The positive impacts should be actively embraced.

I belong to the Benjamin Bridge Club and am a patron of their wines which are indeed world class and delicious. I have personally enjoyed functions in the subject tent. It is a tasteful and an aesthetically authentic maritime setting. It fits with the land. The care and oversight by Benjamin Bridge staff at

these functions is meticulous. The crowd in my experience is always professional and well behaved. That is who their product and their reputation attract. I have never experienced a noise issue.

In summary, I believe what Benjamin Bridge is doing here is important and deserving of every possible municipal support. Please approve.

The specific proposal before you is well conceived and already demonstrated. Municipal approval can only have a beneficial impact. More people will get to experience the beautiful valley setting and the wine. Some guests will become brand ambassadors from the exposure. Benjamin Bridge can grow a modest new revenue stream to help with significant sunken operating costs. The community will benefit from the agri-tourism impact of more wine visitors and their local expenditures.

This proposal is a good win-win undertaking for both Benjamin Bridge and the County of Kings. I strongly endorse it.

Thank you for the opportunity to offer input.

Jon Junkin

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From: [Jon Junkin](#)
To: [Leanne Jennings](#)
Subject: Fwd: Public Information Meeting - Benjamin Bridge Vineyards
Date: Wednesday, April 12, 2017 7:42:03 AM

In my earlier input, I failed to note perhaps the most immediate and direct benefit of municipal approval for the requested special events programming at the Benjamin Bridge Vineyard.

The entire activity provides an immediate helping hand to the local hospitality industry. It contributes incrementally to sustaining local businesses and their jobs.

Temporary local workers will set up and take down the tent. Local caterers will prepare the menu from locally sourced food while raising their profile and reputation with the exposure. Local servers will attend to the guests. Local wine will be consumed. Consumption taxes will be paid. Local musicians will be employed. A photographer or two will enjoy a new jig. Local florists will benefit.

It is an activity that can hopefully build momentum over time. More special events equate with more local employment in the hospitality sector. It may mature into something more substantial to benefit of all. Perhaps it provides sufficient site capacity to participate in the local wine bus tour ... making a very good thing even better.

This whole enterprise is a virtuous circle. This is agri-tourism. It has an important place in the community's future prospects.

Once again, thanks for the opportunity to offer input. I appreciate having voice.

Jon Junkin

Begin forwarded message:

From: Jon Junkin <jjunkin@sympatico.ca>
Date: April 11, 2017 at 10:32:11 PM ADT
To: ljennings@countyofkings.ca
Subject: Public Information Meeting - Benjamin Bridge Vineyards

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This proposal is a good win-win undertaking for both Benjamin Bridge and the County of Kings. I strongly endorse it.

Thank you for the opportunity to offer input.

Jon Junkin

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APPENDIX C

Municipal Planning Strategy Policy 3.2.8.2.2

Specific Development Agreement Criteria

In considering a development agreement enabled under 3.2.8.2.1, Council shall be satisfied that the development, its uses and any associated structures:

a.will involve the conversion of existing buildings, building additions, or new buildings in yards that are not used, or could not be reasonably used, for the cultivation of crops	The only new building that is permitted in the draft development agreement is a Sperry tent that is to be used on a temporary basis. The use of this tent is not anticipated to negatively impact the ability to farm that portion of the property in the future.
b.will not create compatibility problems with any adjacent farming operations and agricultural activities that may be undertaken, such as spraying of pesticides and the spreading of manure	The only farming operation adjacent to the subject property is owned and operated by the applicant. Therefore, there are no compatibility problems with adjacent farming operations anticipated.
c.signage will only be constructed of wood or metal. No internally illuminated signage will be permitted	Signs are regulated by the draft development agreement in a manner consistent with this criterion and similar to the requirements imposed on other wineries in the area.
d.any new buildings or building additions will be sensitive to the surrounding rural architectural style. Preference will be given to traditional cladding materials such as wood or stone. Preference will also be given to traditional roof, door and window styles of the area; and,	As stated above, the only new building that is permitted in the draft development agreement is a Sperry tent that is to be used on a temporary basis. The tent is white in colour and has a peaked roof that is very similar to and compatible with the existing winery building on the site.
e.can meet all the applicable policies of this Strategy, including those in Part 6	Please see Appendix D, following.

APPENDIX D

Municipal Planning Strategy Policy 6.3.3.1

General Development Agreement Criteria

Policy 6.3.3.1

A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i>	The proposal is in keeping with the intent of the MPS as discussed in part 5 of this report. There is no Secondary Planning Strategy in this area.
<i>b. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i>	There is an existing private septic system on the property associated with the existing winery building and tasting bar. Any increased need for washroom facilities resulting in the use of the tent will be met through the provision of portable toilets.
<i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i>	The proposal does not cause concern regarding pollution or contamination of watercourses. The draft development agreement requires controls for erosion and sedimentation controls during construction. Engineered drawings are required for the widening of the internal driveway to, in part, ensure that no environmental issues are created.
<i>iv. the adequacy of storm drainage and the effect of same on adjacent uses</i>	The subject property slopes south toward the Gaspereau River, therefore there is no concern regarding adequate storm drainage on this property.
<i>v. the adequacy of street or road networks in, adjacent to, and leading to, the development</i>	The Department of Transportation and Infrastructure Renewal has no concerns. The internal driveway will need to be expanded in some areas to facilitate adequate internal traffic circulation.

vi. <i>the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	Not applicable as this is a commercial use.
vii. <i>adequacy of municipal fire protection services and equipment</i>	Municipal Building and Enforcement Services has indicated that local fire services have more than enough equipment to adequately serve the proposal. The local Fire Chief also has no concerns.
viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	Since the proposed use is an agri-tourism use within an agricultural area this criterion is not applicable.
ix. <i>the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i>	The lot is suitable for development, and staff are not aware of any soil or geological conditions in the area that would have a negative impact on development. Once again, engineered drawings are required for the widening of the internal driveway to ensure, in part, that no slope instability is created as a result.
x. <i>traffic generation, access to and egress from the site, and parking</i>	The Department of Transportation and Infrastructure Renewal has approved an access permit and is satisfied that the proposed use will not generate an undue amount of traffic on the surrounding roads.
xi. <i>compatibility with adjacent uses</i>	The draft development agreement includes restrictions on the hours of operation for the uses permitted by the agreement to reduce any potential compatibility issues.
c. <i>the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
i. <i>the type of use</i>	The draft development agreement specifies the uses permitted.
ii. <i>the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i>	No special requirements are necessary.
iii. <i>the height, bulk and lot coverage of any proposed buildings or structures</i>	No special requirements are necessary.
iv. <i>traffic generation</i>	No special requirements are necessary.
v. <i>access to and egress from the site and the distance of these from street intersections</i>	The draft development agreement specifies that access and egress must be in general conformance with the site plan.
vi. <i>availability, accessibility of on-site</i>	The draft development agreement requires a

<i>parking</i>	minimum on-site parking.
<i>vii. outdoor storage and/or display</i>	None was requested; none is permitted on the lot.
<i>viii. signs and lighting</i>	The draft development agreement places restrictions on signs and lighting, consistent with the requirements of the MPS.
<i>ix. the hours of operation</i>	The draft development agreement places restriction on the hours of operation.
<i>x. maintenance of the development</i>	The draft development agreement requires reasonable maintenance of the subject property.
<i>xi. buffering, landscaping, screening and access control</i>	No buffering, landscaping or screening have been required in the draft development agreement.
<i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i>	See 6.3.3.1 b. ix. Above.
<i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i>	The draft development agreement provides for discharge of the agreement.
<i>xiv. appropriate phasing and stage by stage control</i>	Phasing is not needed and has not been requested or included within the draft development agreement.
<i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i>	No performance bonding or security is needed.

Appendix E - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D.

BETWEEN:

MCCONNELL GORDON ESTATES LIMITED, of Wolfville, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55436836; and

WHEREAS the Property Owner wishes to use the Property for agri-tourism commercial uses; and

WHEREAS the Property is situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1); and

WHEREAS Policy 3.2.8.2.1 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.2.13 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **DATE**, approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan 1
Schedule C	Site Plan 2

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor bylaws.

1.3 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Development Envelope* means the portion of the Property within which the development may take place.
- (c) *Special Outdoor Event* means an event which takes place in an outdoor setting, with or without the use of a tent and which is limited to: themed celebration, wedding, festival, or other similar uses.
- (d) *Wine Tastings* means an event that involves the tasting of wine(s) produced on-site. The wines may be paired with a selection of food that has been prepared off-site.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plans

The Developer shall develop and use the lands in general conformance with the Site Plans attached as Schedules “B” and “C” to this Agreement.

2.2.1 Use

2.2.1 The Property Owner's use of the Property shall be limited to:

- a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time); and
- b) agri-tourism commercial uses accessory to the existing winery operation, wholly contained within the Development Envelope, consisting of one or more of the following uses and in accordance with the terms of this Agreement:
 - i. Wine Tastings;
 - ii. Special Outdoor Events; and
 - iii. Uses accessory to the above

2.2.2 The uses permitted in Section 2.2.1 may be accommodated within existing structures, structures that are permitted as-of-right by the underlying zone or new non-permanent structures, such as a tent. No new permanent structures are permitted through this Agreement.

2.2.3 To accommodate the proposed uses, the existing concrete crush pad may be expanded within the Development Envelope, provided it does not exceed 3,500 square feet in area.

2.2.3 Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Signs

- (a) Signs shall only be constructed of wood and/or metal.
- (b) Internally illuminated signs are prohibited.
- (c) In addition to Section 2.3 a & b above, all signs must meet the requirements of the Land Use Bylaw applicable for the zone in which the Property is located.
- (d) The Developer shall obtain a development permit from the Development Officer prior to the erection or installation of any sign

2.4 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

2.5 Lighting

The Property Owner shall ensure that any lights used for illumination of the Property or signage shall be so arranged as to divert light away from any streets and neighbouring properties.

2.6 Parking

The Developer shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedules B and C:

- (a) Parking for Special Outdoor Events and Wine Tastings shall be provided at a rate of 1 space per 60 square feet of commercial floor area dedicated to each use;
- (b) Parking spaces and parking areas shall be developed to the standards outlined in the Land Use Bylaw, as amended from time-to-time; and
- (c) Parking locations shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.7 Access and Egress

- (a) Vehicle access and egress shall be in general conformance with Schedule B.
- (b) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement.
- (c) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.8 Servicing

The Property Owner shall be responsible for providing adequate water and sewage services to the standards of the authority having jurisdiction and at the Property Owner's expense.

2.9 Hours of Operation

- (a) The hours of operation for all uses permitted in Section 2.2.1 b. of this Agreement shall be between the hours of 6:00 am and 11:00 pm Sunday through Saturday, inclusive.
- (b) Notwithstanding 2.9 (a),

- i. Special Outdoor Events taking place on a Friday or Saturday may operate from 6:00 am until 12:00 am; and
 - ii. All uses may operate from 6:00 am on December 31 to 1:00 am on January 1 of each calendar year.
- (c) No shipping or receiving activity associated with the uses permitted in Section 2.2.1 b. shall occur between 11:00 pm and 6:00 am.

2.10 Erosion and Sedimentation Control

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

2.11 Pre-Development Permit Requirement

Before the Development Officer can issue a Development Permit for uses permitted in this Agreement, the Property Owner shall:

- (a) submit drawings (including typical cross-sections) stamped by a professional engineer, demonstrating that all internal driveways are capable of meeting a minimum width of 20 feet in addition to any parking that may be located adjacent to the driveway. The design must incorporate any changes to side slopes and drainage patterns on the property that result from the widening of internal driveways, ensuring that there are no negative slope stability or environmental impacts.
- (b) provide proof that the civic address that has been assigned to the Property (#1966) has been properly posted at the entrance to the Property in accordance with the regulations set out in the Municipality's Civic Address and Street Name By-law #96.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development 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 by Council without a public hearing.
- 3.3** The following matters are substantive matters:

- (a) Changes to the uses permitted on the property by Section 2.2 of this Agreement.

3.4 Upon conveyance of land by the Property Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required. More specifically, each time a tent structure is erected on the property, both a Development Permit and a Building Permit is required.

4.2 Expiry Date

The Property Owner shall sign this Agreement within 180 calendar 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 or the unexecuted Agreement shall be null and void.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

5.4 Costs

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

5.5 Full Agreement

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

5.6 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.

5.7 Interpretation

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

DRAFT

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Rick Ramsay, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

MCCONNELL-GORDON ESTATES LIMITED

Witness

Gerald J. McConnell, President

Schedule 'A'
Property Description

Copied from Property Online on May 01, 2017

PID 55222657

ALL that certain lot of land at or near Gaspereau, Kings County, Nova Scotia, bounded:

ON the north by the road leading from Gaspereaux to White Rock;

ON the south by the Gaspereaux River;

ON the east by lands formerly of Glenn Gertridge;

ON the west by lands formerly of William S. Eagles.

BEING and Intended to be the last of several lots, under the heading Lot 2 in a deed from Nova Scotia Farm Loan Board to Christopher K. Westcott and Karen A. Westcott dated the 11th day of May, 1992, and recorded in the Kings County Registry of Deeds in Book 900 at Page 924.

SAVING AND EXCEPTING lands conveyed to the Avon River Power Company Limited in Book 176 at Page 687.

SAVING AND EXCEPTING lands conveyed to the Nova Scotia Light and Power Company Limited in Book 183 at Page 337.

SUBJECT TO an Easement in favour of the Avon River Power Company Limited (Nova Scotia Power Inc.) as defined and described in the Deed of Easement in Book 176 at Page 707 (and referenced in Utility Easement Declaration registered as Doc 84925206 on April 27, 2006) .

SUBJECT TO an Easement in favour of the Avon River Power Company Limited (Nova Scotia Power Inc.) as defined and described in the Agreement in Book 176 at Page 708.


MGA: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Schedule 'B' - Site Plan 1

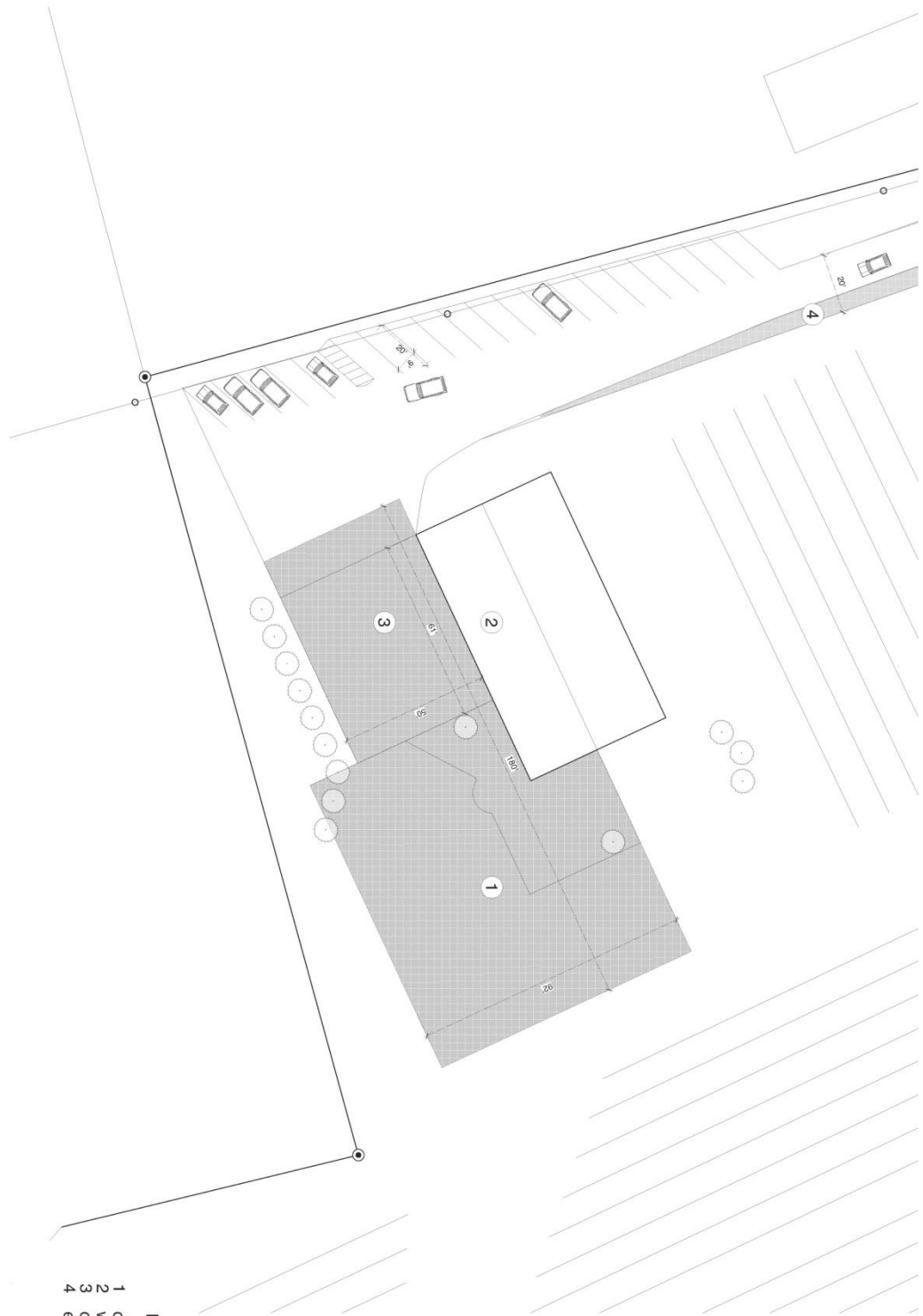


Site Plan - Event
1 : 500

- LEGEND**
- 1 vineyard
 - 2 barn
 - 3 winery
 - 4 vehicle turn around
 - 5 vehicle turn around
 - 6 parking spaces (11)
 - 7 parking spaces (25)
 - 8 parking spaces (35+)
 - 9 development envelope
 - 10 property entrance
 - 11 staff parking or bus parking
 - 12 expansion to driveway

	<p>BENJAMIN BRIDGE Gaspereau Valley, Nova Scotia, Canada</p>
<p>Revised June 26, 2017</p>	<p>Scale 1 : 500</p>
<p>A200</p>	

Schedule 'C' - Site Plan 2




- LEGEND**
- 1 development envelope
 - 2 winery
 - 3 crush pad
 - 4 expansion to driveway



Site Plan - Event
1 : 200



	<p>BENJAMIN BRIDGE Gaspereau Valley, Nova Scotia, Canada</p>
<p>Stephan - Event</p>	<p>Revised June 26, 2017</p>
<p>A300</p>	<p>Scale 1 : 200</p>



Municipality of the County of Kings
Report to the Planning Advisory Committee

Application to enter into a development agreement to permit agricultural equipment storage, parts and service at 251 Ira Bill Road, Billtown (File 17-03)

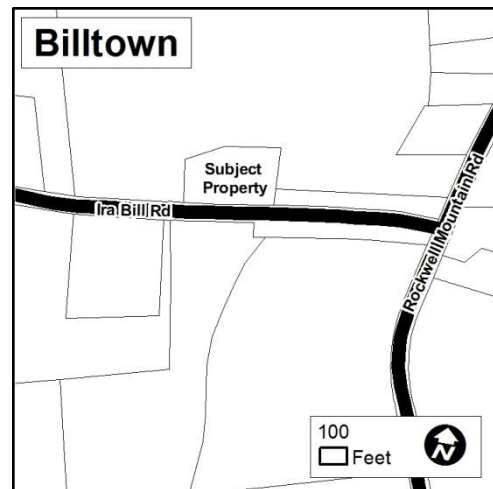
DATE: July 11, 2017

Prepared by: Planning and Development Services

Applicant	Dave Eisses, Eisses Farms Ltd.
Land Owner	Nova Scotia Limited 3282373
Proposal	To reuse the existing commercial welding shop for agricultural equipment storage, parts and service.
Location	251 Ira Bill Road, Billtown (PID 55328892)
Area	Approximately 1.57 acres
Designation	Agricultural
Zone	Agricultural (A1)
Surrounding Uses	Agriculture, farm dwellings, and a commercial trucking company (see Appendix A for surrounding zoning)
Neighbour Notification	Staff sent notification letters to the 7 owners of properties within 500 feet of the subject property

1. PROPOSAL

Dave Eisses of Eisses Farms Ltd. has applied for a development agreement to allow agricultural equipment storage, parts and service at 251 Ira Bill Rd, Billtown. He intends to store and service primarily his own farm equipment on the site. The proposal involves the re-use of the existing commercial welding shop. The applicant also intends to demolish the existing dwelling on the site and build a two-unit dwelling in its place to house offshore farm workers.



2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the Development Agreement, as drafted
- B. Recommend that Council refuse the Development Agreement
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the draft Development Agreement

3. BACKGROUND

This proposal is to replace an existing conditional use agreement on the subject property with a new development agreement. A conditional use agreement refers to what we now call development agreements. The 1969 *Planning Act* enabled the use of conditional use agreements. The current version of this legislation, the *Municipal Government Act*, enables the use of development agreements in replacement of conditional use agreements.

Hall's Maritime Welding has operated at this located since 1965. Under the 1979 Municipal Planning Strategy and Land Use Bylaw, welding shops were not permitted in the Agricultural (A1) Zone. However, since the welding shop was already in existence when the zoning was put in place, the Council at the time granted the welding shop a 'conditional use' status rather than designating the use as legal non-conforming. According to policies 3, 4, and 6 of Section 3.9 of the 1979 MPS, expansion or reconstruction of conditional uses were only permitted through a conditional use agreement. In 1982, Municipal Council approved a conditional use agreement on the subject property, permitting a 50' x 60' extension onto the existing welding shop. Hall's Maritime Welding will soon be ceasing operation on the subject property and will be moving to the Cambridge Business Park.

The applicant, Eisses Farms Ltd., owns and farms several properties in the vicinity of the subject property. The company is intending to purchase the property to fulfill a need to store and service their farm equipment. This use is not permitted under the current conditional use agreement. The use is also not permitted as-of-right because the structure is non-conforming (does not meet the necessary setbacks) and in the Agricultural (A1) Zone, agricultural storage and servicing is only permitted as a farm supportive use which would require that it is located on the same property as a bona fide farm, which it is not.

Eisses Farms Ltd. also intends to demolish the existing house on the subject property and develop a two-unit residential dwelling to house off-shore farm workers. This residential development is not considered within the proposed development agreement as it can be developed as-of-right because it would be replacing an existing dwelling which is permitted in the Agricultural (A1) Zone.

4. INFORMATION

4.1 Site Description

In 1979 Council adopted a Municipal Development Plan and Land Use Bylaw to apply zoning and regulate development throughout the Municipality. At that time the subject property was placed in the Agricultural District and Agricultural (A1) Zone. The subject property retains this designation and zoning today. The subject property is approximately 1.57 acres in size and is surrounded by agricultural land to the north and west and a grassy wetland area to the east. In the surrounding area there are a few large farming operations, a large trucking company, as well as a few residential uses. The subject property contains the welding shop as well as an old, derelict house.

4.2 Site Visit

A Planner and Development Officer visited the subject property on May 5, 2017.

4.3 Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on June 13, 2017 in the Municipal Council Chambers with 1 member of the public in attendance. There were no comments or questions received at this meeting.

4.4 Request for Comments

Comments were requested from the following groups with the results as described:

4.4.1 Department of Transportation and Infrastructure Renewal

The Department of Transportation and Infrastructure Renewal has indicated that they view the proposed use as comparable to the pre-existing use as a commercial welding business. The Department is satisfied with the existing commercial entrance and believes that the road network is adequate for all traffic entering and exiting the site. DTIR has issued the necessary access permit for the proposed use on the subject property.

4.4.2 Municipality of the County of Kings Engineering and Public Works (EPW)

Engineering and Public Works indicated that they do not have any concerns with this file regarding the potential for pollution, the adequacy of storm drainage or the suitability of the proposed site. They did recommend including a clause in the draft development agreement requiring adherence to our Municipal and related Provincial specifications on drainage and erosion and sedimentation control.

4.4.3 Municipality of the County of Kings Building and Enforcement

Building and Enforcement Services has indicated that there are no concerns with the re-use of the welding shop as an agricultural storage and service building. The change of use would trigger code compliance which is obtainable. They have no concern with the agricultural equipment storage and servicing being located on the same lot as a residential use. They also reported that Municipal fire services are adequate to serve the proposal.

4.4.4 Nova Scotia Environment

Nova Scotia Environment did not respond to planning staff's request for comments.

5. POLICY REVIEW

5.1 Ability to enter into a Development Agreement

Section 5.2.7 of the Land Use Bylaw provides the opportunity for Council to consider expansion of non-conforming commercial and industrial uses by development agreement.

MPS policy 3.7.10.2 allows for the expansion of a non-conforming use within the Country Residential, Forestry, and Agricultural Districts, as well as in Hamlets, by development agreement.

MPS Policy 3.7.10.1 specifies that a use has legal non-conforming status if it was in existence prior to June 19, 1979 which became non-conforming with the adoption of the Municipal Planning Strategy. This policy further states that the legal non-conforming status of a use will be *“demonstrated through suitable records or documentation of the use, and a sworn affidavit provided by the applicant confirming that the subject use is non-conforming.”*

In this case, the subject property is under a Conditional Use Agreement (a pre-cursor to a Development Agreement). The non-conforming status of this use has been identified in both the 1982 Conditional Use Agreement and staff report which state that the use was in existence prior to the 1979 Municipal Planning Strategy coming into effect. Staff do not believe that a sworn affidavit from the applicant is necessary for this application.

5.2 Rural Non-conforming Use Policies

Section 3.7.10 of Council's Municipal Planning Strategy includes the policies that address rural non-conforming uses. Specifically, Policy 3.7.10.2 includes the criteria for which Council must have regard when considering a development agreement for expansion of a rural non-conforming use. In short, the expansion must be for a related use, must not interfere with adjacent resource and non-resource uses and must not expand past the lot boundaries that were in place when the use became non-conforming. The policies also require that any subsequent subdivision resulting in a reduction to the size of the property require an amendment to the development agreement.

The proposed use is related to the existing use. It will involve the storage and servicing of agricultural equipment, rather than the general welding of all types of metal. The proposed use is also more closely related to the types of uses that are permitted within the Agricultural (A1) Zone. The proposal is not expected to interfere with adjacent resource and non-resource uses and does not expand past the lot boundaries that were in place when the use began in 1965. The draft development agreement also requires an amendment to the DA for any subsequent subdivision which would result in a reduction in the size of the subject property. Detailed comments on the criteria are available in Appendix C.

5.3 General Development Agreement Policies

Municipal Planning Strategy Section 6.3.3.1 contains a number of general criteria for considering all Development Agreements (Appendix D). These criteria consider the impact of

the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy.

In terms of the general development criteria contained in Municipal Planning Strategy Section 6.3.3.1 (b) the proposal will not result in a direct cost to the Municipality, raises no concerns in terms of traffic or access, is compatible with adjacent uses, and raises no concerns in terms of emergency services. The subject property is suitable and free of apparent hazards, suitable for the proposed development and appears to be able to accommodate on-site services. The subject property is not located within a wellfield protection area.

Municipal Planning Strategy Section 6.3.3.1 (c) specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The draft Development Agreement implements controls on the uses permitted on the property, maintenance, parking, servicing, vehicle access and egress, outdoor storage and erosion and sedimentation.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The proposed Development Agreement would allow the use of the subject property for the repair and storage of agricultural equipment as well as for those uses otherwise permitted in the underlying zone.

The draft development agreement has been attached as Appendix E to this report. The main content of the proposed development agreement includes:

Draft Development Agreement Location	Content
2.1	states that the development envelope is identified in the site plan that is attached to the development agreement
2.2	specifies the types of uses permitted on the property and within the development envelope
2.3	controls the appearance of the property
2.4	regulates outdoor storage
2.5	regulates vehicle access and egress
2.6	regulates servicing
2.7	regulates parking
2.8	contains erosion and sedimentation controls
3.3	substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement. In the draft development agreement the only substantive matters are the uses contained in Section 2.2.

7. CONCLUSION

In Staff's opinion the proposal and the terms of the draft Development Agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by Council's rural non-conforming use policies, and fits within the criteria of these policies. The proposal also meets all other general development agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation to Council by passing the following motion.

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit the expansion of a rural non-conforming use at 251 Ira Bill Road, Billtown (PID 55328892) which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated July 11, 2017.

9. APPENDIXES

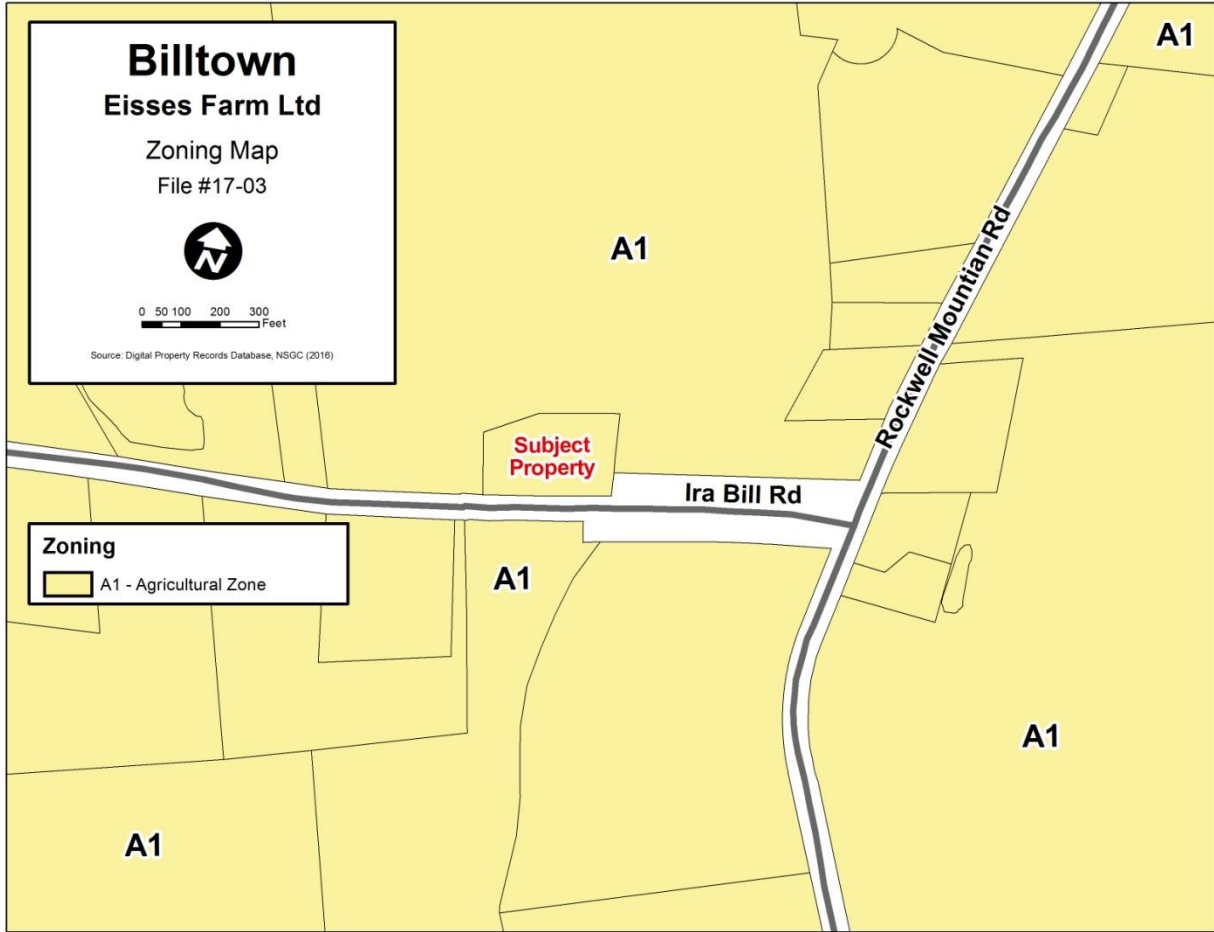
Appendix A – Reference Zoning Map

Appendix B – Rural Non-conforming Use Criteria – MPS 3.7.10.2

Appendix C – General Development Agreement Criteria – MPS 6.3.3.1

Appendix D – Draft Development Agreement

Appendix A – Reference Zoning Map



Appendix B – MPS Policy 3.7.10.2 Rural Non-Conforming Use

3.7.10.2 *Within the Country Residential, Forestry, and Agricultural Districts as well as Hamlets, Council may provide for the expansion of a non-conforming use referred to in Policy 3.7.10.1 by Development Agreement pursuant to the Municipal Government Act. Additional criteria are listed in Policy 3.7.10.3 for the expansion of a non-conforming use in the Environmental Open Space (O1) Zone.*

In considering the terms of a development agreement, Council shall have regard to the following:

Criteria	Comments
<i>a. the expansion is to a related use; that is, a new product, service, or additional line of business complementary to the original business</i>	The use of agricultural equipment storage, parts and service is related to the existing commercial welding shop.
<i>b. the expansion does not limit nor interfere with adjacent agricultural, forestry or non-resource uses</i>	The proposal is limited to the development envelope and therefore will have limited impact on its surroundings. Since the use is changing from general welding to the storage and servicing of agricultural equipment, it is considered to be more compatible with the surrounding agricultural uses. Staff does not expect any interference of the proposed use with adjacent farming operations.
<i>c. the expansion does not exceed or extend beyond the property lines that were in existence at the time the use became non-conforming (i.e not on a consolidated lot or lot addition)</i>	The expansion does not exceed the property lines in existence when the use became non-conforming.
<i>d. a subsequent plan of subdivision which involves the severance of land from a parcel containing a nonconforming use and bound by a Development Agreement shall be subject to an amendment to the agreement executed by a resolution of Council</i>	The draft development agreement requires an amendment (and therefore a resolution of Council) for any plan of subdivision that would reduce the subject property in size.
<i>e. the proposal can meet all other requirements of this Strategy, including Policies contained in Part 6 of this Strategy</i>	The proposal conforms to all other applicable policies of the MPS as outlined in Section 5 of this report. The proposal is reviewed against the criteria of Part 6 in Appendix 'C'.

Appendix C – General Development Agreement Criteria – MPS 6.3.3.1

A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i>	The proposal is in keeping with the intent of the Municipal Planning Strategy, as reviewed in Section 5 of this report.
<i>b. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i>	The proposal does not involve any costs to the Municipality.
<i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i>	The current commercial welding shop appears to have adequate water and sewage services. Staff believe that the proposed use will likely reduce the demand for water and sewage services on the site. The proponent will be required to provide evidence of an approved septic system at the time of permitting.
<i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i>	The proposal does not raise any concerns regarding pollution or contamination of watercourses.
<i>iv. the adequacy of storm drainage and the effect of same on adjacent uses</i>	Staff do not anticipate any problems related to storm drainage on the site.
<i>v. the adequacy of street or road networks in, adjacent to, and leading to, the development</i>	DTIR has no concerns regarding the adequacy of the street network adjacent and leading to the development.
<i>vi. the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	N/A. The use is commercial in nature.

<p><i>vii. adequacy of municipal fire protection services and equipment</i></p>	<p>The municipal Supervisor of Building and Enforcement Services indicated that there are no concerns from an emergency services perspective.</p>
<p><i>viii. creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i></p>	<p>The proposal utilizes a parcel of land that is appropriate for the type of use proposed.</p>
<p><i>ix. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i></p>	<p>The subject property is relatively flat and appears to be suitable for development.</p> <p>Staff is not aware of any soil or geological conditions in the area that could cause a negative impact on development.</p> <p>The subject property does have a watercourse and wetland nearby. However, it is located far enough from the area proposed for development that Staff do not anticipate any negative effects.</p>
<p><i>x. traffic generation, access to and egress from the site, and parking</i></p>	<p>DTIR has no concerns regarding traffic generation, access to and egress from the site.</p> <p>Parking can be accommodated on-site and is regulated by the draft Development Agreement.</p>
<p><i>xi. compatibility with adjacent uses</i></p>	<p>The proposed use is closely related to and compatible with the surrounding agricultural operations. It is also compatible with the nearby trucking company.</p> <p>The proposed use may pose some compatibility issues with the residential use contemplated on the same property. However, since the two uses are under the same ownership, Staff are confident that any compatibility issues can be resolved by the property owner.</p>

<p><i>c. the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p><i>i. the type of use</i></p>	<p>The draft Development Agreement controls the types of permitted uses.</p>
<p><i>ii. the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i></p>	<p>No special requirements are necessary.</p>
<p><i>iii. the height, bulk and lot coverage of any proposed buildings or structures</i></p>	<p>The requirement to contain an expansion within the Development Envelope and within the setbacks required by the Development Agreement will restrict the scale and location of buildings and structures.</p>
<p><i>iv. traffic generation</i></p>	<p>The draft Development Agreement requires the Property Owner to obtain the necessary access permits from DTIR.</p>
<p><i>v. access to and egress from the site and the distance of these from street intersections</i></p>	
<p><i>vi. availability, accessibility of on-site parking</i></p>	<p>The draft Development Agreement regulates the minimum number of on-site parking spaces.</p>
<p><i>vii. outdoor storage and/or display</i></p>	<p>The draft Development Agreement limits outdoor storage.</p>
<p><i>viii. signs and lighting</i></p>	<p>Signs and lighting are not regulated within the draft Development Agreement, but are addressed through the Land Use Bylaw.</p>
<p><i>ix. the hours of operation</i></p>	<p>No special requirements are necessary.</p>
<p><i>x. maintenance of the development</i></p>	<p>The draft Development Agreement requires the Property Owner to maintain the subject property in good repair.</p>
<p><i>xi. buffering, landscaping, screening and access control</i></p>	<p>No special requirements are necessary.</p>

<p><i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i></p>	<p>The subject property does not appear to contain any site conditions that would impact development. No special requirements are necessary.</p>
<p><i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i></p>	<p>The draft Development Agreement provides for discharge of the Agreement against lands taken for new public streets or parkland. It also allows Council to discharge the Agreement at the request of the Property Owner.</p>
<p><i>xiv. appropriate phasing and stage by stage control</i></p>	<p>Phasing is not necessary in this situation.</p>
<p><i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i></p>	<p>Performance bonding is neither necessary nor recommended in this situation.</p>

Appendix D - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, 2017 A.D.

BETWEEN:

EISSES FARMS LTD., of Centreville, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55328892; and

WHEREAS the Property Owner wishes to use the Property for agricultural storage, parts and service; and

WHEREAS the Property is situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1); and

WHEREAS Policy 3.7.10.2 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.2.7 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this Development Agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **DATE**, approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor bylaws.

1.3 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Development Envelope* means an area of land within which certain types of development may take place.
- (c) *Agricultural Equipment Storage, Parts and Service* means a building or a portion of a building used to store, service or repair agricultural equipment or equipment parts.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plan

The Site Plan attached as Schedule B to this Agreement identifies the location of the Development Envelope referred to throughout this Agreement.

2.2 Use

2.2.1 Within the Development Envelope, the Property Owner's use of the Property shall be limited to:

- a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time); and
- b) Agricultural Equipment Storage, Parts and Service and accessory uses.

2.2.2 The uses permitted in Section 2.2.1 may be accommodated within the existing structure and any permitted expansions. The existing structure may be expanded within the Development Envelope, provided the following setbacks are maintained:

- a. For the main building:
 - i. Minimum front yard setback: 30 feet
 - ii. Minimum side yard setback: 20 feet
 - iii. Minimum rear yard setback: 20 feet
- b. For an accessory building:
 - i. Minimum front yard setback: 30 feet
 - ii. Minimum side yard setback: 10 feet
 - iii. Minimum rear yard setback: 10 feet

2.2.3 In the event of unintentional destruction of the main building, this building may be reconstructed within the Development Envelope, provided it meets the setbacks set out in Section 2.2.2 above and provided it does not exceed a height of 55 feet.

2.2.4 Uses permitted outside of the Development Envelope are limited to those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time).

2.2.5 Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

2.4 Outdoor Storage

Within the Development Envelope, outdoor storage is prohibited with the exception of the storage of materials associated with the Agricultural Equipment Storage, Parts and Service use, and such permitted outdoor storage must meet the following requirements:

- a) be wholly contained within the Development Envelope;
- b) be located in a rear or side yard; and
- c) be contained within an area that is no larger than 1,000 square feet and is enclosed by a fence that is six (6) feet in height above finished grade.

2.5 Access and Egress

- a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement.
- b) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.6 Servicing

The Property Owner shall be responsible for providing adequate water and sewage services to the standards of the authority having jurisdiction and at the Property Owner's expense.

2.7 Parking

Parking spaces and loading areas for each use permitted in Section 2.2.1 b. shall be developed in accordance with the requirements of the relevant section of the Land Use Bylaw, as amended from time to time, and shall be wholly contained within the Development Envelope.

2.8 Erosion and Sedimentation Control

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any subsequent subdivision of the Property that results in a severance of land from the Property shall be subject to an amendment to this agreement.

3.3 Any matters in this Agreement which are not specified in Subsection 3.4 below are not substantive matters and may be changed by Council without a public hearing.

3.4 The following matters are substantive matters:

(a) Changes to the uses permitted on the property by Section 2.2 of this Agreement.

3.5 Upon conveyance of land by the Property Owner to either:

(a) the road authority for the purpose of creating or expanding a public street over the Property; or

(b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.6 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

4.2 Expiry Date

The Property Owner shall sign this Agreement within 180 calendar 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 or the unexecuted Agreement shall be null and void.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

5.4 Costs

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

5.5 Full Agreement

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

5.6 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.

5.7 Interpretation

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

DRAFT

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Rick Ramsay, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

EISSES FARMS LIMITED

Witness

J. David Eisses, Director

Schedule 'A'
Property Description

Copied from Property Online on June 23, 2017

PID 55328892

All that certain lot, piece or parcel of land situate on the North side of the Ira Bill Road in Billtown, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker set in the north limit of the Ira Bill Road at a point being the southwest corner of lands now of the Municipality of the County of Kings;

THENCE South 79 degrees 54 minutes 20 seconds West a distance of 198.00 feet along the north limit of the said Ira Bill Road to a survey marker set;

THENCE South 81 degrees 16 minutes 20 seconds West a distance of 133.00 feet along the north limit of the said Ira Bill Road to a survey marker set;

THENCE North 09 degrees 19 seconds 00 seconds West a distance of 160.00 feet to a survey marker set;

THENCE North 61 degrees 20 minutes 20 seconds East a distance of 151.83 feet to a survey marker set;

THENCE North 80 degrees 04 minutes 00 seconds East a distance of 207.02 feet to a survey marker set;

THENCE South 04 degrees 06 minutes 40 seconds East a distance of 116.17 feet to a point marked by the remains of an elm stump;

THENCE continuing on the same bearing South 04 degrees 06 minutes 40 seconds East a distance of 96.00 feet to the PLACE OF BEGINNING.

BEING AND INTENDED TO BE a consolidation of those lands shown on a Plan of Survey of Parcels A, B and C prepared by H. Kirk Hicks, N.S.L.S., dated August 21, 1980, filed in the Registry of Deeds in Kentville, Nova Scotia, as P -4241.

ALSO BEING AND INTENDED TO BE a consolidation of Parcel A C and Parcel B in a Deed conveyed to Halls Maritime Welding Ltd. By A. Lamont Hall, Sr., and Margaret A. Hall, dated November 8th, 2004, and registered in the Land Registration System as document number 81054117.

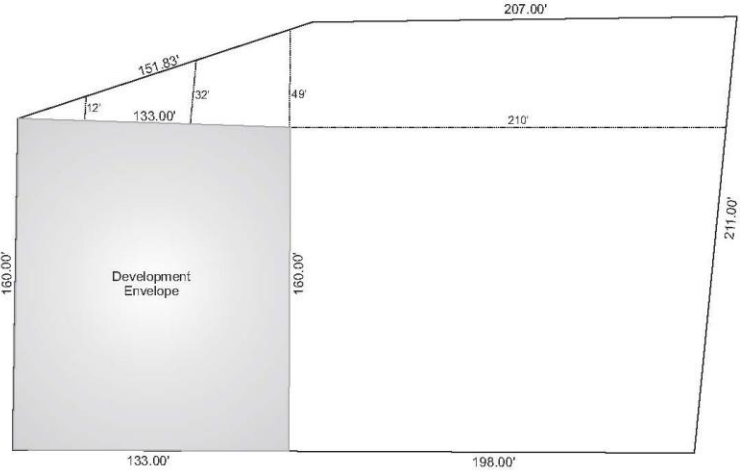
This Defacto Consolidation is exempt from the subdivision/consolidation provisions in the Municipal Government Act.

Schedule 'B' – Site Plan

Site Plan
Eisses Farm Ltd
File # 17-03



50 Feet



IRA BILL ROAD



Municipality of the County of Kings Report to the Planning Advisory Committee

Application to rezone land at PID# 55119382 from RM to R4. (File #17-04)

July 11th, 2017

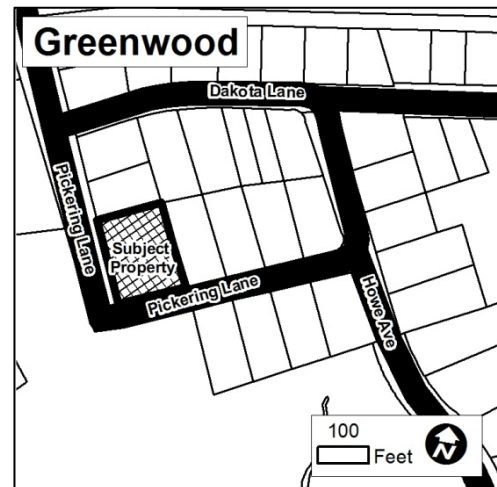
Prepared by: Planning Services

Applicant	Y.J. Kane Developments Ltd.
Land Owner	Y.J. Kane Developments Ltd.
Proposal	Application to rezone from Residential Manufactured (RM) Zone to Residential Medium Density (R4) Zone
Location	965 Pickering Lane (PID 55119382), Greenwood, Nova Scotia
Lot Area	Total: 22,930ft ² (.53+/- acre)
Designation	Residential
Zone	Residential Manufactured (RM) Zone
Surrounding Uses	Predominantly Residential – low density. Commercial uses to the West, (C3) Zone
Neighbour Notification	Staff sent notification letters to the 32 owners of property within 500 feet of the subject property

1. PROPOSAL

Y.J. Kane Developments Ltd. has applied to rezone the property at 965 Pickering Lane, Greenwood (PID 55119382) from the Residential Manufactured (RM) Zone to the Residential Medium Density (R4) Zone. The proposed rezoning would permit higher density residential uses on the subject property.

The applicant is proposing to construct single storey, rental housing for seniors, consisting of five (5) townhouse units. The Residential Medium Density (R4) Zone permits a range of multi-unit residential uses. The Residential Medium Density (R4) zone permits up to 16 units per dwelling and 16 units per net acre. The subject property is currently vacant. The applicant has submitted a sketch of the proposed development (Appendix B).



2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the Land Use By-law map amendment, as proposed.
- B. Recommend that Council refuse the Land Use By-law map amendment
- C. Provide alternative direction, such as requesting further information on a specific topic, or making changes to the Land Use By-law map amendment

3. BACKGROUND

The subject property is located within Greenwood. Historically, Greenwood was an agricultural and industrial centre, but is now a residential community and commercial hub for the Western portion of Kings County. Canadian Forces Base Greenwood is the largest employer in the area. In 1996, the Greenwood Growth Centre Secondary Planning Strategy was established.

There was a one unit dwelling located on the property which was destroyed by fire in the early 2010s. The original property consisted of separate lots (21A and 21B) that were consolidated in 2012. A demolition permit was issued in 2013 to enable the removal of the remnants of the one unit dwelling but keep the original foundation in place on the subject property. In April 2017 an application was received by the Municipality of the County of Kings to rezone the subject property from Residential Manufactured Housing (RM) Zone to Residential Medium Density (R4) Zone.

4. INFORMATION

4.1 Subject Property Information

The subject property sketch (Appendix B) illustrates the proposed road access and the building configuration. The subject property is proposed to be connected to municipal sewer and water services. The applicant is proposing to construct a single level dwelling containing five (5) one-bedroom residential units, in a townhouse configuration. The intention is to market the units to low-income seniors and funding is being sought through Housing Nova Scotia for this purpose. The development would be accessed through a proposed driveway off of Pickering Lane. A total of ten (10) vehicle spaces are proposed for the development. This includes one accessible parking space.

A site visit was conducted on Friday, May 19th, 2017 by a Planner and a Development Officer.

The subject property is currently vacant, with the remnants of a slab-on-grade foundation from a previous structure on the subject property, as well as an area that had previously been used for vehicle parking. There are a number of trees and other forms of natural vegetation on-site. The applicant intends to leave the vegetation on-site where feasible and remove the remaining vegetation for the purpose of developing the subject property. Further, the applicant has indicated that where possible, natural vegetation will be used to screen the subject property while fencing will be used to screen the remaining portion of the subject property. The subject property is serviced through Municipal sanitary sewer and water.

4.2 Comments from Public

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting was not required because the application concerns a Land Use Bylaw Map Amendment and the subject property is less than 1 acre in total area. A letter was sent out to 32

property owners within a 500 foot radius of the subject property seeking comments on the proposed Land Use Bylaw Map amendment.

One email was received seeking additional information on the proposed rezoning and LUB Map amendment application. Four phone calls were received with regard to the application from property owners within the 500 foot notification area. The concerns of the neighbouring property owners were similar:

- The increasing number of rental units within the area
- Upkeep of rental properties and absentee landlords
- The rate of turnover for rental units
- How additional rental units within the area will affect property values

One caller was specifically stated their opposition to the proposed rezoning. The remaining callers were not specifically opposed to the application. Rather they were seeking assurance that, if approved for rezoning, the rental units would be well maintained and would be of benefit to the neighbourhood.

4.3 Requests for Comments

Staff requested comments from both internal and external departments on the application:

- Engineering and Public Works (Municipality of the County of Kings) staff determined that the municipal water and sewer systems have sufficient capacity to accommodate the proposed development. The applicant will be required to submit detailed design drawings with their water and sewer permit application.
- The Development Officer (Municipality of the County of Kings) noted that the submitted sketch (Appendix B) complied with all of the requirements of the R4 Zone specifically, as well as the general provisions of the Urban Residential zones and the general provisions of all zones found in the Land Use Bylaw for the Municipality of the County of Kings.
- Nova Scotia Department of Transportation and Infrastructure Renewal (DTIR) stated that they are satisfied that the existing road network is adequate for all traffic involved to and from the site based on a maximum of eight units. No traffic study is required nor does DTIR have any concerns at this time.
- No comments were received from Nova Scotia Environment

5. POLICY REVIEW – LUB amendments

5.1 Enabling Policy

The proposal is enabled by Municipal Planning Strategy (MPS) policy 2.4.4.7:

Council may consider rezoning land from RM to any other urban residential zone subject to the policies of this Section (2.4) and the policies for amending the Land Use Bylaw contained in Part 6 of this Strategy.

5.2 Urban Residential Objectives

2.4.1.1 *To promote quality residential development.*

- ➔ Existing Pickering Lane neighbourhood demonstrates the quality of development to be met.

2.4.1.2 *To enhance the visual and social character of existing residential development.*

- ➔ The proposed development will improve the condition of the subject property, which is currently vacant, in addition to providing a wider variety of housing options, thereby offering further diversification of the neighbourhood and wider community.

2.4.1.3 *To foster residential infilling and efficient development of serviced land.*

- ➔ The subject property is within the Greenwood Growth Centre and has access to both municipal water and sewer. The overall increase in the number of residential uses contributes to the efficient provision of municipal services.

2.4.1.4 *To provide opportunities for future residential development that reflects the needs of all residents and the ability of the Municipality to provide adequate municipal services.*

- ➔ The further diversification of the housing stock, coupled with the access to services will contribute to the achievement of this objective.

2.4.1.5 *To encourage and provide for a wide range of residential accommodations and a variety of neighbourhoods.*

- ➔ The proposed development would provide single level townhouses, thereby increasing the types of housing available within the Greenwood Growth Centre.

2.4.1.6 *To encourage development of an adequate number of lots within all Growth Centres to accommodate future housing demands.*

- ➔ The number of proposed units is in line with ensuring an adequate number of housing units per annum within the Growth Centre

2.4.1.7 *To promote the harmonious integration of a variety of housing types and residential densities within neighbourhoods.*

- ➔ In addition to creating new accommodations within the Greenwood Growth Centre, the Residential Medium Density (R4) Zone enables greater flexibility for a wider-range of housing types.

2.4.1.8 *To protect residential neighbourhoods from the intrusion of undesirable commercial and industrial activities.*

- ➔ The proposed use ensures that the neighbourhood will remain exclusively residential in character, but within close proximity to commercial uses that serve residents.

2.4.1.9 *To provide for higher density housing opportunities close to commercial and community services.*

- ➔ The subject property is within close proximity to the commercial facilities of Greenwood as well as close proximity to community services of Greenwood and Kingston.

2.4.1.10 To increase the potential for rental accommodation to occur including private and publically assisted housing.

- ➔ The proposed use for the subject property is being partially funded through public programs intended to ensure that qualified individuals have a suitable place to live, resulting in an overall increase in rental accommodation within the community.

The MPS goes into further detail within section 2.4.7 Urban Residential Medium Density Policies, stating:

2.4.7.4 Council shall zone existing medium density development and consider rezoning new areas R4 in the following locations:

a. areas near commercial zones

- ➔ The proposed amendment to rezone the subject property Residential Medium Density (R4) meets the objectives noted above, in that it will provide a higher density housing opportunities close to commercial and community services while allowing residential infilling and utilizing existing Municipal services. It will also contribute to the achievement of the objective to provide a variety of housing options, including rental accommodations.

5.3 Greenwood Secondary Planning Strategy

Due to the proximity of 14 Wing Greenwood and the Wellfield Protection Overlay (WPO) Zone, three other issues require consideration for the proposed residential development; the Airport Height Restriction Zone, Noise Exposure Forecast (NEF) limitations, and the proximity of the subject property to the Wellfield.

- ➔ The subject property falls within the 60 foot height restriction, however, the maximum height of any main building within a Residential Medium Density (R4) Zone for townhouse units is 35 feet would need to meet this requirement.
- ➔ The Secondary Planning Strategy (SPS) requires that any area within the 35 NEF contour be designated for non-residential purposes. The subject property is outside the 35 NEF contour and therefore meets this requirement for noise exposure limitations.
- ➔ The subject property falls within a 1 kilometre radius of a Wellfield Protection Overlay (WPO) Zone. However, the proposed use and rezoning would not conflict with the policy concerning WPO Zones found in the Greenwood SPS.

5.4 General LUB amendment Policies

MPS Section 6.2.2 contains a number of general criteria for considering all applications (Appendix D). These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the planning strategy.

In terms of the other general development criteria contained in the LUB there are no costs to the Municipality related to the development of the subject property and there are no concerns regarding storm drainage, road networks leading to the subject property, or traffic generation. Staff has determined that the subject property would be serviced via central water and sewer systems.

The general criteria also encourage the development of residential rental accommodation in areas served, or within close proximity to, a full range of commercial and community services. In this instance the location of the subject property is behind the Greenwood Mall, which offers a number of commercial amenities. Further, the subject property is located within proximity of 2.0km or less to community amenities (e.g. sports fields, schools).

6. CONCLUSION

The proposed rezoning meets the intention of the Municipal Planning Strategy; to allow for the efficient development of serviced land and to encourage and promote a wide range of residential accommodations and a variety of neighbourhoods. Further, the MPS notes the intention to harmoniously integrate a variety of housing types and residential densities within neighbourhoods. The subject property is within close proximity to various commercial uses and community facilities. The application is also consistent with the general criteria for rezoning, noted in the MPS. Therefore, Staff is forwarding a positive recommendation.

7. STAFF RECOMMENDATION

Staff recommends that the Planning Advisory Committee forward a positive recommendation by passing the following motion:

The Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the map amendment to the Land Use Bylaw to rezone the property at 965 Pickering Lane (PID# 55119382), Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone, as described in Appendix F of the report dated July 11, 2017.

8. APPENDIXES

Appendix A: Reference Zoning Map

Appendix B: Subject Property Sketch (submitted 17 May 2017)

Appendix C: Municipal Planning Strategy, Section 2.4 – Relevant Policies

Appendix D: Municipal Planning Strategy, Section 6.2.2.1 – General Land Use Bylaw Amendment Criteria

Appendix E: Land Use Bylaw – Applicable Sections

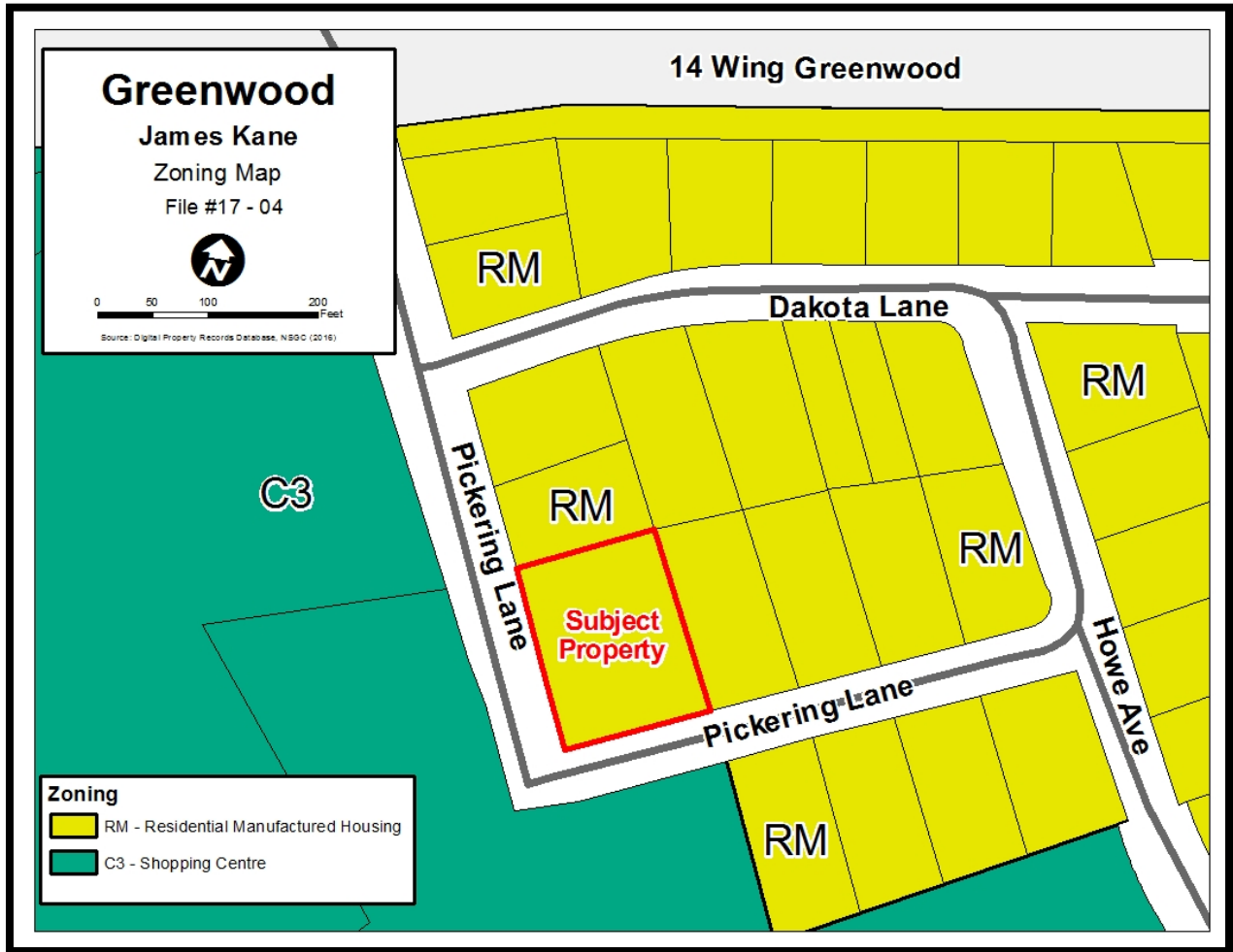
Appendix F: Proposed Land Use Bylaw Map Amendment

Figure 1: Subject Property

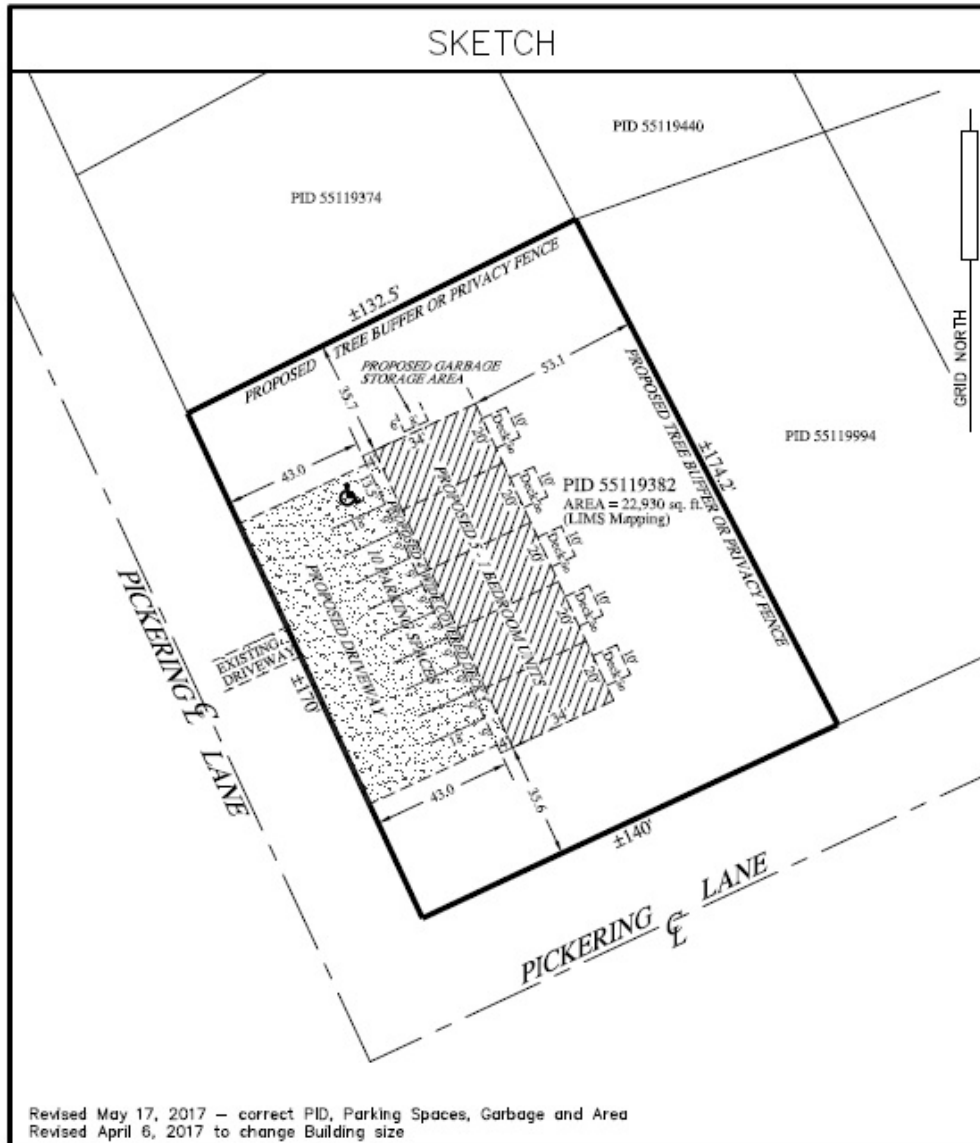
Figure 2: Pickering Lane, Looking Northward

Figure 3: Greenwood Mall, Facing Subject Property

Appendix A: Reference Zoning Map



Appendix B: Subject Property Sketch (Submitted 17 May 2017)



<p>DeWOLFE & MORSE SURVEYING LIMITED P. O. BOX 520 MIDDLETON NOVA SCOTIA BOS 1P0 Email: info@demosl.ca</p>	<p>SKETCH SHOWING PROPOSED FIVE UNIT BUILDING ON LANDS CONVEYED TO Y. J. KANE DEVELOPMENTS LIMITED PICKERING LANE GREENWOOD, KINGS COUNTY, NS SCALE 1"=40' DATE: APRIL 4, 2017 PLAN No. 2017-025SK#2</p>	<p style="text-align: center;">LEGEND</p> <p>SURVEY MARKERSMG IRON PIPE.....IP O WITNESS.....WT FOUNDFD UTILITY POLE.....UP OVERHEAD WRES.....OHW NOT TO SCALE — — WOODEN STAKE.....WS PLAN MEASUREMENT.....P DEED MEASUREMENT.....D</p>
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APPENDIX C: Municipal Planning Strategy, Section 2.4 – Relevant Policies

2.4 URBAN RESIDENTIAL DEVELOPMENT

Includes the statement *“Future housing needs will likely reflect an aging population, a downsizing of families, and a greater variety in the make-up of households. These trends will create a demand for greater variation in housing options. Thus, the Municipality will provide for a range of housing types including one and two unit dwellings, town houses, apartments, and mini homes in addition to mobile home parks...The planning emphasis will be to promote harmonious integration of all types of housing”*.

2.4.1 Urban Residential Objectives

- 2.4.1.1 To promote quality residential development.
- 2.4.1.2 To enhance the visual and social character of existing residential neighbourhoods.
- 2.4.1.3 To foster residential infilling and efficient development of serviced land.
- 2.4.1.4 To provide opportunities for future residential development that reflects the needs of all residents and the ability of the Municipality to provide adequate municipal services.
- 2.4.1.5 To encourage and provide for a wide range of residential accommodations and a variety of neighbourhoods.
- 2.4.1.6 To encourage development of an adequate number of lots within all Growth Centres to accommodate future housing demands.
- 2.4.1.7 To promote the harmonious integration of a variety of housing types and residential densities within neighbourhoods.
- 2.4.1.8 To protect residential neighbourhoods from the intrusion of undesirable commercial and industrial activities.
- 2.4.1.9 To provide for higher density housing opportunities close to commercial and community services.
- 2.4.1.10 To increase the potential for rental accommodation to occur including private and publicly assisted housing.

2.4.7 Urban Residential Medium Density Policies

Apartment buildings with 8-16 units account for five percent of all Growth Centre housing development. Such developments are located in all Growth Centres except Coldbrook and many of them are senior citizens housing.

- 2.4.7.1 Council shall establish a Residential Medium Density (R4) Zone in the Land Use Bylaw. The R4 Zone is intended to provide for multi-unit residential development up to 16 units per structure and up to a density of 16 units per net acre.
- 2.4.7.2 Permitted uses in the R4 Zone shall include:

- a. multi-unit residential uses (up to 16 units per structure and 16 units per net acre)
- b. town houses
- c. residential uses existing at the time of the coming into force of the R4 Zone
- d. accessory residential uses provided for in Subsection 2.4.10
- e. residential care facilities as defined in Policy 2.5.4.2
- f. day care facilities defined in Subsection 2.5.5
- g. residential facilities as provided for in Subsection 2.5.4
- h. churches
- i. parks and playgrounds

2.4.7.3 Council shall include special provisions in the Land Use Bylaw for the R4 Zone addressing the following:

- a. yards, fences, walls or vegetative screening shall be required to provide a visual screen between the proposal and abutting R1, RM or R2 rear and side yards. This screen is to reduce the potential impact of lighting, noise, views, parking areas and areas for the collection and storage of refuse on the abutting residential properties
- b. the proposal shall have adequate parking in accordance with the provisions of the R4 Zone in the Land Use Bylaw
- c. a suitably located landscaped amenity area will be provided to meet the needs of the residents. This area must be adequate in size and be useable and suitable for the open space/leisure activities of the residents
- d. the maximum density shall be 16 units per acre.

2.4.7.4 Council shall zone existing medium density development and consider rezoning new areas R4 in the following locations:

Policy	Comment
<i>a. areas near commercial zones</i>	The subject property is approximately 50 feet from the General Commercial District (Greenwood Mall)
<i>b. sites within an R3 Zone separated from low density housing by multi-unit residential uses (i.e. three units or more)</i>	n/a
<i>c. lands adjacent to an R3 Zone on sites with direct or Local Exterior Street access to a Major Collector Street; or,</i>	n/a
<i>d. locations at the periphery of low density neighbourhoods</i>	The subject property is located on a corner lot of neighbourhood zoned (RM)
<i>In considering rezoning proposals Council shall be satisfied that the proposed site is capable of accommodating the requirements of the Land Use Bylaw for the R4 Zone and policies for amending the Land Use Bylaw as contained in Part 6 of this Strategy.</i>	Please refer to Appendix D.

Appendix D: Municipal Planning Strategy, Section 6.2.2.1 – General Land Use Bylaw Amendment Criteria

In considering amendments to the Land Use Bylaw, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<p><i>a. the proposal is in keeping with the intent of the Strategy, including the intent of any Secondary Planning Strategy, and can meet the requirements of all other Municipal Bylaws and regulations</i></p>	<p>As noted in Sections 5 and 6, the proposed rezoning and LUB Map amendment are consistent with the intent and policies set forth in the MPS in that they allow for the rezoning of property designated residential that provides a variety of housing types in locations that are in close proximity to commercial and community facilities.</p>
<p><i>b. that the proposed rezoning is not premature or inappropriate by reason of:</i></p>	
<p><i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i></p>	<p>There does not appear to be any costs to the Municipality associated with the proposed rezoning and development.</p>
<p><i>ii. the impact on, or feasibility and costs of, sewerage and water services if central services are to be provided, or adequacy of physical site conditions for private on-site sewer and water systems</i></p>	<p>The Municipal Department of Engineering and Public Works has commented that the subject property is able to be serviced by existing water and sewer infrastructure.</p>
<p><i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses</i></p>	<p>There does not appear to be any risks with regards to pollution, including the contamination of watercourses. The subject property is not within close proximity to water features or courses. The subject property does fall within the 1 kilometre radius of a Wellfield Protection Overlay (WPO) Zone, but this does not affect the proposed rezoning.</p>
<p><i>iv. the adequacy of storm drainage and the effect on adjacent uses</i></p>	<p>The Municipal Department of Engineering and Public Works has not indicated any concerns with regards to the adequacy of storm drainage and the effect on adjacent uses.</p>
<p><i>v. the adequacy and proximity of school, recreation, and any other community facilities</i></p>	<p>The subject property is within close proximity (2.0 km) to schools, recreation facilities, and other community uses such as parks.</p>
<p><i>vi. the adequacy of street or road networks in, adjacent to, or leading to the subject site</i></p>	<p>Nova Scotia DTIR is satisfied that the existing road network is adequate for all traffic involved to and from the site. No traffic study is required nor does DTIR have any concerns at this time.</p>
<p><i>vii. the potential for the contamination of a watercourse due to erosion or sedimentation</i></p>	<p>There does not appear to be an explicit risk of watercourse contamination associated with the proposed rezoning and LUB Map amendment.</p>

<p>viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i></p>	<p>The subject property is currently vacant and is situated within an existing, mature residential neighbourhood. The proposed development is an infill project and would enable prevention of scattered/ribbon development.</p>
<p>ix. <i>traffic generation, access to and egress from the subject site, and parking</i></p>	<p>Nova Scotia DTIR satisfied that the existing road network is adequate for all traffic involved to and from the site. No traffic study is required nor does DTIR have any concerns at this time.</p>
<p>x. <i>incompatibility with adjacent uses and the existing development form of the surrounding area</i></p>	<p>The proposed development, consisting of one-storey, townhouse residential units, is consistent with the surrounding development forms, which are similar in terms of height, massing, and density.</p>
<p>xi. <i>the potential for overcrowding on lakeshores or the reduction of water quality</i></p>	<p>N/A</p>
<p>xii. <i>the potential for contamination of, or interference with a designated groundwater supply protection area</i></p>	<p>The subject property is located within the wellfield protection zone but the proposed use does not conflict with the Greenwood Secondary Planning Strategy.</p>
<p>c. <i>the proposed site is suitable for development in terms of steepness of grades, soil and geological conditions, location of watercourses, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other similar factors that may pose a hazard to development</i></p>	<p>There does not appear to be any explicit hazards to the development of the subject property with regards to the proposed form of development.</p>

Appendix E: Land Use Bylaw, Applicable Sections

8.1.6 Amenity Area: Multi Unit Residential Uses

Within the R3, R4, R5, RF and RC Zones, multi unit residential uses, converted dwellings, town houses and boarding houses shall meet the following amenity area requirements:

- 8.1.6.1 An amenity area comprising a minimum of 100 square feet per residential unit or 10% of the lot area, whichever is greater, shall be provided.
- 8.1.6.2 The amenity area is encouraged to be located at the side or rear of the main building and, therefore, it shall not be located within the minimum front yard.
- 8.1.6.3 The amenity area shall be landscaped with a combination of grass, trees, flowers or decorative stone work, all of which are designed to meet the outdoor leisure needs and privacy of residents.

8.1.7 Parking: Multi Unit Residential Uses

Within the R3, R4, R5, RF and RC Zones, multi unit residential uses shall meet the following parking requirements:

- 8.1.7.1 No parking shall be permitted in the front yard of apartment buildings, converted dwellings or boarding houses.
- 8.1.7.2 No parking shall be permitted in a required minimum side yard abutting an R1, R2 or RM Zone.
- 8.1.7.3 All areas of a lot not paved or otherwise reserved for driveways, parking, walkways or developed as amenity space; or otherwise landscaped shall be covered and maintained with grass or other vegetation.

8.1.9 Buffering and Screening:

New Multi Unit Residential with More Than 4 Residential Units, Residential Facilities and Home Based Businesses

Where a new multi unit residential structure containing more than 4 units or a home based business abuts an R1, R2 or RM Zone, buffering and screening shall be provided consisting of a minimum 10 foot wide yard that is entirely landscaped with existing coniferous and deciduous trees or newly planted coniferous trees. The existing or newly planted trees shall:

- 8.1.9.1 Be spaced in a staggered manner at a minimum interval of 10 feet on centre over the entire area to provide an effective visual screen.
- 8.1.9.2 Have an initial minimum height of 4 feet and capable of growing to a minimum height of 10 feet.
- 8.1.9.3 Be at least 50% coniferous trees.

8.1.10 Outdoor Storage: Multi Unit Residential Uses

Within the R3, R4, R5, RF and RC Zones, where garbage and recycling bins are provided, these facilities shall be either:

- 8.1.10.1 Enclosed within a maximum 200 square foot accessory building permitted in the required front yard but no less than 10 feet from a property line; or
- 8.1.10.2 Enclosed within a 6 foot high opaque board fence within the rear yard, and effectively screened from the street and adjacent residential properties.

8.6 **RESIDENTIAL MEDIUM DENSITY (R4) ZONE**

8.6.1 **Purpose**

The purpose of the Residential Medium Density (R4) Zone is to provide for multi unit residential development with a maximum of 16 units per structure and a density of 16 units per net acre.

8.6.2 **Permitted Uses**

No Development Permit shall be issued in a Residential Medium Density (R4) Zone except for one or more of the following uses and subject to the following requirements:

Boarding Houses
Converted Dwellings to a Maximum of 16 Units
Grouped Dwellings to a Maximum of 16 Units
Multi-Unit Residential to a Maximum of 16 Units
Residential Uses – Existing
Town Houses to a Maximum of 16 Units

8.6.3 **Uses Subject to Conditions**

Churches
Continuum of Care Residential Community
Day Care Facilities
Home Day Care
Homes for Special Care
Long Term Care Facilities
Residential Care Facilities
Urban Home Occupations

8.6.4 **General Provisions**

- 8.6.4.1 Part 3 of this Bylaw contains provisions which apply to all zones in the Municipality of the County of Kings and includes regulations for signs.
- 8.6.4.2 Section 8.1 of this Bylaw contains provisions which apply to Urban Residential Zones and includes regulations for urban home occupations, bed and breakfast operations, home day care, multi unit residential uses and grouped dwellings.

8.6.5 **Access for Multi Unit Residential Uses**

- 8.6.5.1 Vehicular access shall be limited to a maximum of 2 accesses with a maximum width of 25 feet each.
- 8.6.5.2 A minimum 50 foot separation distance consisting of a curb, barrier or ditch designed to prevent vehicular access shall be maintained between accesses.

8.6.6 **Special Requirements: Residential Uses – Existing**

Single detached dwellings, duplexes and semi-detached dwellings existing on or before January 1, 2015 shall be permitted in any R4 Zone subject to the requirements for Section 8.3 of this Bylaw.

- 8.6.7 **Special Requirements: Residential Care Facilities**
Residential care facilities shall be permitted in any R4 Zone subject to the requirements of Section 8.3 of this Bylaw.
- 8.6.8 **Special Requirements: Homes for Special Care and Long Term Care Facilities**
Homes for Special Care and Long Term Care Facilities shall be permitted in any R4 Zone provided the use has direct access to a major collector or residential collector street.
- 8.6.9 **Special Requirements: Day Care Facilities**
Day care facilities shall be permitted in any R4 Zone provided:
- 8.6.9.1 The day care facility shall front on and have direct access to a major collector or residential collector roads;
- 8.6.9.2 The day care facility shall comply with the requirements of Section 17.2 of this Bylaw.
- 8.6.10 **Architecture Requirements for the Growth Centre of Port Williams**
New buildings of over 50 feet in width parallel to the street shall be similar in appearance to two or more buildings by altering the building materials and design of the façade, the front yard setback and/or roofline in increments no greater than 50 feet.

8.6.11 **Zone Requirements**

Any permitted use in any Residential Medium Density (R4) Zone must comply with the following requirements:

RESIDENTIAL MEDIUM DENSITY (R4) ZONE	Multi-Unit Residential Boarding Houses Converted Dwellings Grouped Dwellings	Town Houses	Homes for Special Care
Minimum Lot Size	10,000 sq ft for first 4 units, 2,800 sq ft for each additional unit	2,700 sq ft/unit	15,000 sq ft
Minimum Lot Frontage:	100 ft	20 ft/unit	100 ft
Minimum Front or Flankage Yard:			
a) Residential Collector Street	35 ft	35 ft	35 ft
b) Major Collector Street	45 ft	45 ft	45 ft
Minimum Side Yard:			
a) General	20 ft	15 ft	20 ft
b) Common Wall	0 ft	0 ft	0 ft
c) Accessory Building	8 ft	4 ft	8 ft
Minimum Rear Yard:			
a) Main Building	35 ft	35 ft	35 ft
b) Accessory Building	8 ft	4 ft	8 ft
Maximum Height of Main Building	45 ft	35 ft	45 ft
Maximum Lot Coverage	35% of lot area	35% of lot area	35% of lot area
Maximum Number of Units Per Net Acre	16 units	16 units	N/A

Appendix F: Proposed Land Use Bylaw Map Amendment

THE MUNICIPALITY OF THE COUNTY OF KINGS

**AMENDMENT TO BYLAW 75
COUNTY OF KINGS LAND USE BYLAW**

Amendment to rezone one (1) property from Residential Manufactured Housing (RM) Zone to Residential Medium Density (R4) Zone.

BYLAW 75 Land Use Bylaw

1. Amend Schedule 6g, Zoning map for the Growth Centre of Greenwood, by rezoning the property with PID# 55119382 from Residential Manufactured Housing (RM) Zone to Residential Medium Density (R4) Zone as shown on the inset copy of a portion of Schedule 6g below.

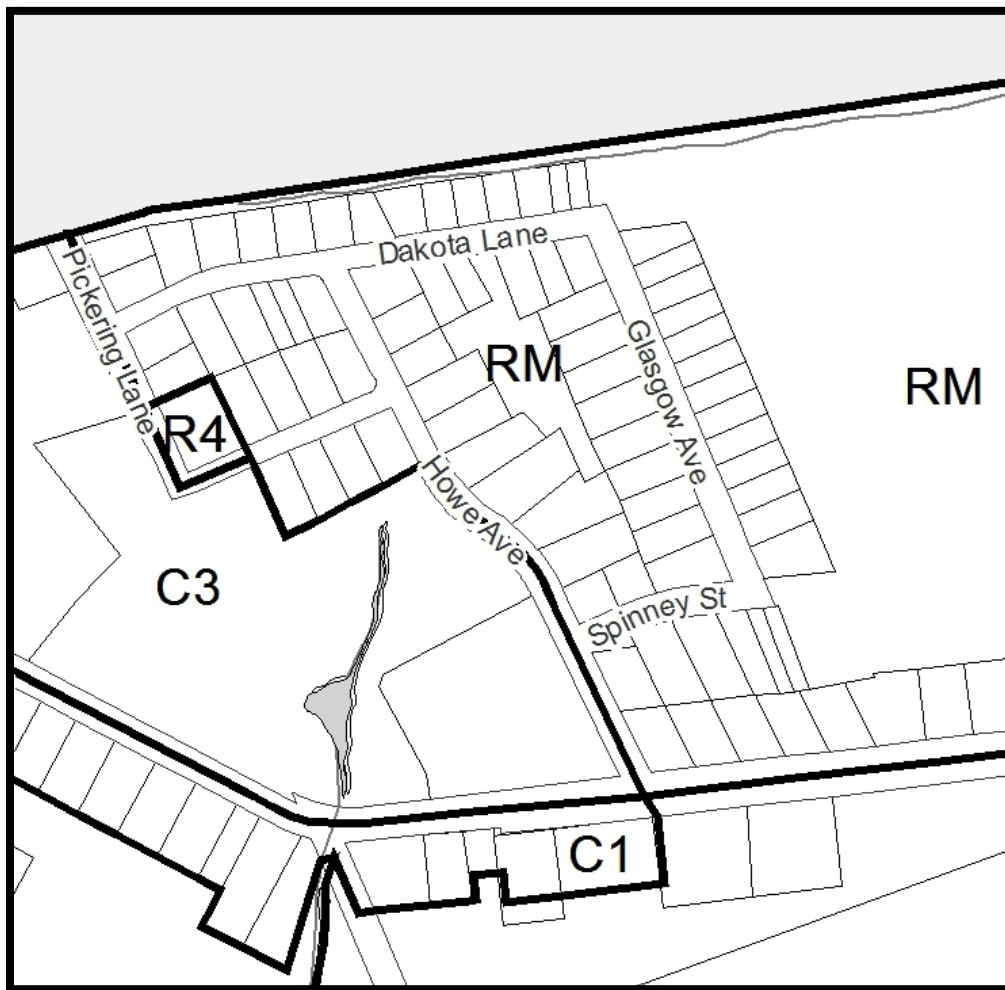


Figure 1



Figure 1 - Subject Property

Figure 2



Figure 2 - Pickering Lane, Looking Northward

Figure 3



Figure 3 - Greenwood Mall, Facing Subject Property

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO COUNCIL

Subject: Amendments to Schedule A of By-Law 93, Private Road Maintenance Charge By-Law (Second Reading)

From: Financial Services

Date: August 1, 2017

Background

Section 81 of the MGA gives the Municipality the authority to impose charges for the purpose of maintaining private roads where the cost is incurred under an agreement between the Municipality and an applicant. Specific recommendations are included below relating to charges from road associations. Council gave First Reading to the amendments to Schedule A of By-Law 93 on July 4, 2017.

Discussion

The private road maintenance fee does not continue automatically from year to year. An application must be submitted each year for the continuation of the rate with the requirement for the rate outlined in By-Law 93. All applications from the Road Associations have included the necessary documents required under the By-Law. Table 1 reflects the charges by area for the prior year (2016/17) and the recommended charges for 2017/18.

Table 1 - Road Maintenance Fees

Area	2016/17 rate	Proposed 2017/18 rate
Tupper Lake - Seasonal residents	232.00	232.00
Tupper Lake - Permanent residents	660.00	660.00
Murphy Lake - Seasonal residents	350.00	350.00
Murphy Lake - Permanent residents	495.00	495.00
Aylescott Village - Lot with Dwelling	100.00	175.00
Aylescott Village - Vacant Lot	40.00	50.00
Aylescott Village - Permanent Dwelling	0.00	350.00
North Lake Paul	100.00	100.00
Armstrong Lake - Lot with Dwelling	224.00	264.00
Armstrong Lake - Vacant Lot	75.00	88.00
Gooseneck Road Association	200.00	200.00
West Lake Torment - Developed Lots	150.00	150.00
West Lake Torment - Undeveloped Lots	75.00	75.00
Nature Haven Road - Permanent resident	500.00	500.00
Nature Haven Road - Seasonal resident	250.00	250.00
Nature Haven Road - Vacant Lot	50.00	50.00

Loon Lake Drive	200.00	200.00
Sunrise Ridge Property Owners Permanent Dwelling	600.00	600.00
Sunrise Ridge Property Owners Seasonal Dwelling	450.00	450.00
Sunrise Ridge Property Owners Seasonal Lot	300.00	300.00
Sunrise Ridge Property Owners Vacant Lot	150.00	150.00
South Side Mack Lake - Lot	0.00	200.00
South Side Mack Lake - Undeveloped Lot	0.00	50.00

Financial Impact

The road maintenance fees are set to raise the necessary funds for external organizations for the purpose of maintaining private roads. The Municipality levies and collects the funds on behalf of the organizations. There is no direct impact on the Municipality’s operating budget; however, the Municipality does impose the 4% administrative fee to offset its costs.

Please see below for the amendments made to Schedule “A” of By-Law 93, Private Road Maintenance Charge By-Law.

Recommendation:

BE IT RESOLVED that Council give Second Reading to amendments to Schedule A of By-Law 93, being the Private Road Maintenance Charge By-Law of the Municipality of the County of Kings, as attached to the August 1, 2017 Council agenda.

MUNICIPALITY OF THE COUNTY OF KINGS



For By-Law information contact the Municipal Clerk

Tel: (902) 678-6141 Fax: (902) 678-9279 E-mail: municipalclerk@countyofkings.ca

BY-LAW # 93

PRIVATE ROAD MAINTENANCE CHARGE BY-LAW

Policy Statement

Private road maintenance will ensure the safety and long-term serviceability of roads shared by private land-owners. Road maintenance includes all work required to maintain the road in a serviceable condition year round. The Municipality will consider entering into an agreement with a community organization to provide a means for collecting charges for the maintenance of private roads.

1.0 Definitions

Administration Fee: means an administration fee of 4% which shall be charged by the Municipality to offset the costs involved in billing, collecting and administering the private road maintenance charge.

Applicant: means a community organization incorporated pursuant to the Societies Act, R.S.N.S., c.435, which submits an application for a private road maintenance charge.

Municipality: means Municipality of the County of Kings

Owner: means an owner of land as defined in the Municipal Government Act.

Private road: means a road that is not public and requires maintenance to ensure continuing safe access for residents and emergency vehicles.

Resident Owner: means an Owner who is not a Seasonal Owner.

Seasonal Owner: means an Owner who lives in a secondary residence not intended for year round occupancy nor occupied for greater than six months per year.

2.0 Authority

2.0 Pursuant to section 81 of the *Municipal Government Act*, the Municipality has the authority to impose, fix and provide methods for the enforcement of charges for the purpose of maintaining private roads, curbs, sidewalks, gutters, bridges, culverts, and retaining walls that are associated with private roads, where the cost is incurred under an agreement between the Municipality and an Applicant.

3.0 Private Road Maintenance Charge Application

3.1 An Application for the establishment or continuation of a private road maintenance charge shall be submitted to the Municipal Director of Corporate Services by an Applicant.

3.2 The Application for the establishment of a charge shall:

- I. Provide evidence of the Applicant's good standing under the *Societies Act*.
- II. Define the area to which the charge is to apply with sufficient clarity to allow for proper implementation of the charge for billing purposes.
- III. Include a budget in support of the charge, including the Administration Fee, and also include the Applicant's financial statements for its preceding fiscal year.
- IV. The method of calculating the charge, which may include different charges for seasonal use of lots as opposed to year-round use of lots, and different charges for lots with and without a residence located on them, and different charges for different types of uses of lots.
- V. Be submitted prior to May 1st of the fiscal year to which the charge applies.
- VI. Be accompanied by an agreement to perform the maintenance, in the form approved by the Municipality, and executed by the Applicant.

3.3 Public Meeting

- 3.3.1 Prior to the submission of an Application, an Applicant shall call a public meeting of all Owners of land which may be subject to the private road maintenance charge. This meeting must be held prior to March 1st in each year.
- 3.3.2 Notice of said meeting shall be posted in no fewer than 5 conspicuous places in the area to which the charge is to be applied, no less than 14 days prior to the meeting. Notice of the meeting will also be made through direct mail to all Owners of land which may be subject to the private road maintenance charge.

The notice shall contain:

- I. The date, time and location of the public meeting
 - II. The name of the Applicant
 - III. The charge requested in the Application
 - IV. The area to which the charge applies
 - V. That the Owners are entitled to a vote (limited to one vote per lot)
 - VI. The methods of voting
- 3.3.3 Notice to an Owner who does not live year-round on a lot, or to multiple Owners of one lot, shall be sent by post to the address used for the Property Tax Bill.
 - 3.3.4 The public meeting will be conducted by the Applicant. The Applicant will keep a register of Owners, recording Owners' names and addresses and lots owned by the Owners within the area to which the charge will apply.

- 3.3.5 The Applicant will make a presentation to the meeting, which will outline the reasons for and purposes of a private road maintenance charge and the amount of and the method of calculating the suggested charge, and present a budget.
- 3.3.6 Following the Applicant's presentation to the meeting, support for the charge shall be determined by majority vote of the Owners present at the meeting. Proxy voting, telephone voting, and electronic voting or other reasonable means of voting as determined by the meeting will be allowed for those Owners unable to attend the meeting in person. Each Owner shall have one vote for each lot they own, limited to one vote per lot if there are multiple Owners of one lot.

4.0 Annual Application

- 4.1 Applications must be submitted annually if an Applicant wants a charge to continue into the next fiscal year of the Municipality. Charges are not automatically renewed.

5.0 Responsibility of the Municipality

- 5.1 The Municipality limits its involvement in the private road maintenance to the administration of the charge. The Municipality will not provide engineering advice or technical assistance for the private road maintenance. The Director of Corporate Services is authorized to execute an agreement entered into with an Applicant for the maintenance of private roads.

6.0 Private Road Maintenance Charges

- 6.1 Every Owner of land which is located within a private road maintenance area described in Schedule "A" attached to and forming part of this Bylaw shall pay the private road maintenance charge applicable to said area as set out in Schedule "A".
- 6.2 All charges under this By-law shall be due and payable from the date they are assessed.
- 6.3 The Director of Corporate Services shall notify Owners liable for the charge of the charge and the account payable by either mailing notice by regular post to the last known address of such Owners or by posting it on the property in respect of which the charge is levied.
- 6.4 All charges remaining unpaid for more than thirty days subsequent to being due and payable shall bear interest at the same rate as charged by the Municipality for unpaid rates and taxes.
- 6.5 All charges and interest thereon shall be a first lien on the property in respect of which such is payable.

7.0 Effect

This Bylaw shall take effect upon publication.

SCHEDULE ASchedule of Charges

- a) The Tupper Lake Road Maintenance Area is defined as all properties located on Tupper Lake Road, Lakeside Drive, Point Drive, Lake Drive and Welton Court. The Municipality will:
 - a) Transfer to the Tupper Lake Property Owners Association and charges to the area defined as Tupper Lake District the amount requested by the residents at a public meeting held on August 13, 2016.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 on each dwelling unit as follows:
 - a. Seasonal residents \$ 232.00
 - b. Permanent residents \$ 660.00
- b) That the Murphy Lake Road Maintenance Area is defined as all properties on Murphy Lake Road. The Municipality will:
 - a) Transfer to the Murphy Lake Road Owners Association and charges to the area defined as Murphy Lake Road District the amount requested by the residents at a public meeting held on March 29, 2017.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 on each dwelling unit as follows:
 - a. Seasonal residents \$ 350.00
 - b. Permanent residents \$ 495.00
- c) The Aylescott Village Road Maintenance Area is defined as all properties located at Aylesford Lake on Yacht Club Road, Maple Drive, Sunrise Trail, Village Road, Loon Lane, Hilltop Lane, Aspen Drive, plus properties identified as PIDs 55177414 and 5519406. The Municipality will:
 - a) Transfer to the Aylescott Village Lot Owners Association and charges to the area defined as Aylescott Village Lot Owners District the amount requested by the residents at a public meeting held on July 30, 2016
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - a. Lot with Dwelling \$ 175.00
 - b. Vacant Lot \$ 50.00
 - c. Permanent Dwelling \$ 350.00
- d) The North Lake Paul Road Maintenance Area is defined as all properties on North Lake Paul Road, Serenity Lane and Raven Crest Road. The Municipality will:
 - a) Transfers to the North Lake Paul Lot Owners Association and charges to the area defined as North Lake Paul Road District the amount requested by the residents at a public meeting held on June 18, 2016
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - \$ 100.00 per property

- e) The Armstrong Lake Road Maintenance Area is defined as being lots numbered 2 thru 68 situated on Lakecrest Drive and Birth Point Road in Armstrong Village at Armstrong Lake, plus five additional properties whose boundaries border on or in Armstrong Lake and whose owners use the common right of way connecting Lakecrest Drive to the public road known as Lakeview Road. The Municipality will:
 - a) Transfer to the Armstrong Lake Road Owners Association and charges to the area defined as Armstrong Lake District the amount requested by the residents at a public meeting held on August 6, 2016.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - a. Lot with Dwelling \$ 264.00
 - b. Vacant Lot \$ 88.00

- f) The Gooseneck Road Maintenance Area is defined as being the private portions of Black River Road, Cove Road and Oak Hill Road at Black River Lake. The Municipality will:
 - a) Transfer to the Gooseneck Road Association and charges to the area defined as the private portion of Black River Road, Cove Road, and Oak Hill Road at Black River Lake the amount requested by the residents at a public meeting held on February 25, 2017.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - \$200.00 per Lot

- g) The West Lake Torment Property Owners Association Area is defined as being all properties on Lakeside Drive, Torment Spur, Hillcrest Road and Forest Drive excluding PID 55132716 & PID 55132724. The Municipality will:
 - a) Transfer to the West Lake Torment Property Owners Association and charges to the area defined as West Lake Torment District the amount requested by the residents at a public meeting held on June 5, 2016.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - a. Developed Lots \$ 150.00
 - b. Undeveloped Lots \$ 75.00

- h) The Nature Haven Road Association is defined as being properties on Natures Haven Road beginning with PID 55126866 and extending to PID 55126767 and PID 55126510 located on Nature Haven Road. The Municipality will:
 - a) Transfer to the Nature Haven Road Association and charges to the area defined as Nature Haven Road Association District the amount requested by the residents at a public meeting held on October 5, 2016.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - a) Permanent Residents \$ 500.00
 - b) Seasonal Residents \$ 250.00
 - c) Vacant Lot \$ 50.00

- i) The Loon Lake Drive Property Owners Association is defined as all properties on Loon Lake Drive excluding PID 55338081. The Municipality will:
 - a) Transfer to the Loon Lake Drive Property Owners Association and charges to the area defined as Loon Lake Drive District the amount requested by the residents at a public meeting held on April 15, 2017.
 - b) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - a) \$200.00 per property

- j) The Sunrise Ridge Property Owners Association is defined as all properties on Sunrise Ridge, Spruce Drive, and Birch Lane in the Sunrise Ridge Development excluding PID 55336564. PID 55336374, PID 55336366, PID 55336572 and PID 55336630. The Municipality will:
 - c) Transfer to the Sunrise Ridge Property Owners Association and charges to the area defined as Sunrise Ridge District the amount requested by the residents at a public meeting held on July 23, 2016
 - d) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - Permanent Dwelling \$ 600.00
 - Seasonal Dwelling \$450.00
 - Seasonal Lot \$300.00
 - Vacant Lot \$150.00

- k) The South Side Mack Lake Property Owners Association is defined as all properties on Stoddart Drive to Easy Street, Easy Street, Stoddart Lane and Pine Point Road. The lot numbers being, 3 – 7, 9 -27, 36, 37, 40 and 121. The Municipality will:
 - e) Transfer to the South Side Mack Lake Property Owners Association and charges to the area defined as South Side Mack Lake District the amount requested by the residents at a public meeting held on September 11, 2016
 - f) Approve the levying of a uniform charge for the year ended March 31, 2018 as follows:
 - Lot \$ 200.00
 - Undeveloped Lot \$ 50.00

History of this By-law

- Enacted - February 4, 2009
- Amended - August 3, 2010
- August 2, 2011
- July 3, 2012
- July 30, 2013
- July 2014
- July 2015
- July 2016
- August 2017

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO COUNCIL

Subject: Valley Waste Resource Management Loan Guarantee Resolution

From: Financial Services

Date: August 1, 2017

Background

Valley Region Solid Waste-Resource Management Authority (VWRM) has requested that the Municipality approve the attached Loan Guarantee Resolution in the amount of \$783,868, which represents the Municipal share of the \$1,348,265 to be borrowed. A copy of their correspondence is also attached.

In 2012, VWRM borrowed \$2,022,400 on Debenture #32-A-1 to pay for the cost of their administration building. The loan was amortized over 15 years, with annual payments over the first 5 years and a \$1,348,265 balloon payment due in the Fall of 2017. In 2010/11 and 2011/12, the Municipality issued two Loan Guarantee Resolutions (\$969,672.70 and \$408,870 respectively) totaling \$1,378,542.70 which were used by VWRM to guarantee that debenture. VWRM is now planning to refinance the balloon amount for the remaining 10 years.

The Province and VWRM have agreed to cancel the existing loan guarantee resolutions, upon receipt of the replacement guarantee. Effectively, we will be replacing \$1,378,542.70 of loan guarantees with \$783,868.

Financial Impact

The loan guarantee has no financial impact on the Municipality, unless VWRM were to default on the loan, in which case the Municipal Government Act, section 85(4) provides:

Where a village or service commission defaults in either principal or interest, the municipality shall recover the amounts in default by an area rate levied on the assessed value of the taxable property and occupancy assessment in the area of the village or service commission and shall immediately notify the Minister of the default.

Loan guarantees are not currently included in the evaluation of our Municipal Indicators and do not affect the Municipality's ability to borrow for our own projects. The Nova Scotia Department of Municipal Affairs requires the Municipality to guarantee village and service commission Temporary Borrowing Resolutions before they will give their approval to borrow.

Recommendation:

That Council approve the Valley Region Solid Waste-Resource Management Authority Guarantee Resolution in the amount of \$783,868 as attached to the report dated August 1, 2017.

MUNICIPALITY OF THE COUNTY OF KINGS

GUARANTEE RESOLUTION

\$783,868

Valley Region Solid Waste-Resource Management Authority

WHEREAS the Valley Region Solid Waste-Resource Management Authority was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

AND WHEREAS the Authority has determined to borrow the aggregate principal amount of One Million, Three Hundred and Fourty-Eight Thousand, Two Hundred and Sixty-Five Dollars (\$1,348,265) for the purpose of paying and retiring debentures and has applied to the Municipality of the County of Kings for its guarantee;

AND WHEREAS the Authority has requested the Municipality of the County of Kings, a municipality that executed the instrument of incorporation of the Valley Region Solid Waste-Resource Management Authority, to guarantee the said borrowing;

AND WHEREAS Section 88 of the Municipal Government Act, provides that no guarantee of a borrowing by a municipality shall have effect unless the Minister has approved of the proposed borrowing or debenture and of the proposed guarantee;

BE IT THEREFORE RESOLVED

THAT the Municipality of the County of Kings does hereby approve the borrowing of One Million, Three Hundred and Fourty-Eight Thousand, Two Hundred and Sixty-Five Dollars (\$1,348,265) for the purpose set out above;

THAT subject to the approval of the Minister of Municipal Affairs of the borrowing by the Authority and the approval of the Minister of Municipal Affairs of the guarantee, the Municipality unconditionally guarantee repayment of Seven Hundred and Eighty-Three Thousand, Eight Hundred and Sixty-Eight Dollars (\$783,868) of the principal and interest of the borrowing of One Million, Three Hundred and Fourty-Eight Thousand, Two Hundred and Sixty-Five Dollars (\$1,348,265) for the purpose set out above;

THAT upon the issue of the Temporary Borrowing Resolution, the ^{Mayor}Warden and Clerk of the Municipality do sign the guarantee attached to the Temporary Borrowing Resolution of the Valley Region Solid Waste-Resource Management Authority and affix hereto the corporate seal of the Municipality.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution duly passed at a duly called meeting of the Council of the Municipality of the County of Kings held on the _____ day of _____ 2017.

GIVEN under the hands of the ^{Mayor}Warden and the Clerk and under the Seal of the County this _____ day of _____ 2017.

Warden ^{Mayor}

Clerk

For DMA Use Only



Memo

TO: Municipal CAO's
FROM: Geoff McCain, Finance Manager
DATE: July 19, 2017
SUBJECT: Approval of Municipal Guarantees for TBR #17/18-1

At today's meeting of the Valley Region Solid Waste-Resource Management Authority (Valley Waste) it was moved and seconded to approve the Temporary Borrowing Resolution File #17/18-1 in the amount of \$1,348,265 which represents the balloon payment refinancing on the administration building.

This TBR will cover the refinancing of the balance of the debenture on the administration building with a term (to be requested of the Municipal Finance Corp. of 10 years).

As part of the process for Valley Waste to receive the Minister of Municipal Affairs' approval, the municipal partners must each approve a guarantee for their percentage share of the total value of \$1,348,265.

Please find attached six copies of the municipal guarantee for your municipal unit, as prepared by Service Nova Scotia and Municipal Relations for your review and approval by Council. If you would be so kind as to place this on your next meeting Agenda and once approved, have these six copies signed, sealed and five copies returned to Valley Waste, it would be greatly appreciated (the sixth copy is for your records). We would appreciate receiving the signed guarantees prior to August 31, 2017 so that we are fully prepared for the fall debenture issue once the date is released.

If you have any questions or concerns regarding this request, please do not hesitate to contact either myself at (902) 679-0721 or Ross Maybee at (902) 679-1349.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Geoff McCain", is written over a light blue horizontal line.

Geoff McCain
Finance Manager
Valley Waste-Resource Management



Report to the Authority

Subject: Temporary Borrowing Resolution and Municipal Guarantees

Agenda Item: 4.3

From: Ross Maybee, General Manager

Date: July 19, 2017

Background:

During Fiscal 2010-11 (\$1,664,960) and 2011-12 (\$700,000) the appropriate temporary borrowing resolutions and guarantees were approved by the Authority for the construction on the administration building at 90 Donald E. Hiltz Connector Road.

With the completion of this major construction project, the Authority sought and received long term debt financing for a five year term and an amortization period of 15 years (debenture issue #32-A-1) in the amount of \$2,022,400 through the Municipal Finance Corporation.

In January 2017, notification was received from the Municipal Finance Corporation that the above-noted debenture was coming due and what the options were:

- pay out the existing balance of \$1,483,092; or
- make the regular payment of \$134,827 on the principal and finance the balance of \$1,348,265

In order to finance the remaining balance of \$1,348,265 a temporary borrowing resolution and municipal guarantees must be in place (approved by the Valley Waste partners based on their partner percentages, and then forwarded to the Minister of Municipal Affairs for approval.

(2)

Service Nova Scotia and Municipal Relations has prepared the attached document: TBR # 17/18-1 Refinancing in the amount of \$1,348,265 for approval by the Valley Region Solid Waste-Resource Management Authority. It has been determined that new municipal guarantees are necessary for approval as well in order to match the TBR amount (these will be circulated to the individual partners once the TBR is approved).

Once the notification is received from the Municipal Finance Corporation for the Fall 2017 Debenture Issue, the request will be made (with the approved documents ready) for a term of 10 years to finish the payout of this debt.

Recommendation:

That the Valley Region Solid Waste-Resource Management Authority approve Temporary Borrowing Resolution File No. 17/18-1 Refinancing in the amount of \$1,348,265 to ensure participation in the Fall 2017 Debenture Issue through the Municipal Finance Corporation regarding the balloon payment.

Ross Maybee, General Manager

**RECOMMENDATIONS FROM
COMMITTEE OF THE WHOLE
July 18, 2017**

a.	2017/18 Federal Gas Tax Allocations for Villages	That Council approve the 2017/18 Gas Tax allocations and projects for Villages as included in Appendix A as attached to the report dated July 18, 2017.
b.	2017/18-2021/22 Capital Investment Plan	That Council approve the Capital Investment Plan as attached to the report dated July 18, 2017.
c.	2017/18 Village Sidewalk Funding Requests	That Council approve the prorated Village Sidewalk Funding Requests which total \$51,300 as shown in Appendix 1 as attached to the report dated July 18, 2017.
d.	2018/19-2021/22 Village Sidewalk Funding Forecast	That Council receive for information purposes, the Village Sidewalk funding forecast for 2018/19 through 2021/22 as shown in Appendix 2 as attached to the report dated July 18, 2017.

**RECOMMENDATION FROM
FIRE SERVICES ADVISORY COMMITTEE**

June 15, 2017

a.	Citizen Membership on Fire Services Advisory Committee <i>(Section 5 of Terms of Reference)</i>	That Council revisit the issue of Citizen Membership on the Fire Services Advisory Committee on the second anniversary date of the establishment of the Committee.
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June 9, 2017

To: Councillor Peter Allen, District 9, Kings County (councilor.allen@countyofkings.ca)

Subject: Houseboats on Black River Lake

On behalf of the Black River Lake Association, which represents taxpaying property owners on Black River Lake, I am asking for an immediate moratorium on houseboats moored overnight on Black River Lake. We are also asking for the prohibition of houseboats on Black River Lake in the County's Land Use Bylaw and Municipal Planning Strategy, as the Kings 2050 initiative moves forward. Our preliminary research indicated that there are models in place addressing this issue in other jurisdictions, both in Canada and elsewhere.

As stewards of Black River Lake, we are making this request because we are concerned about:

- ✓ the current and future health of our lake
- ✓ the need for a robust municipal planning framework that protects what we value and ensures a level playing field, and
- ✓ our aesthetic enjoyment of the lake, for which we pay a premium.

We certainly respect others' rights to enjoy the lake and have always welcomed someone taking their boat up the lake for the sunset or spending an afternoon fishing. However, we strenuously object to anyone being permitted to set up a "floating cottage" thereby circumventing the many rigorous restrictions quite rightly imposed on lakefront cottages or homes.

Since 1995, our County has used the Kings County Lakeshore Capacity Model to establish specific limits on the number of dwellings permitted around our lakes and to determine if land use controls are working. Unfortunately, the latest information available to us (Kings County Lake Monitoring 2015 Season (Draft Report)) indicates that all is not well on Black River Lake.

In 2015, our water quality was rated "Poor" at 32.7% out of 100%. This means "water quality is almost always threatened or impaired; conditions usually depart from natural or desirable levels." Poor is the lowest possible rating on a 5 point scale. Black River Lake did not meet the guidelines for four of the eight measured parameters in 2015:

- ✓ our average chlorophyll-a level was 64% above the guideline value (4.11 vs the guideline of 2.5)
- ✓ our colour was 38% above the guideline value (77.64 vs 56.2)
- ✓ our total nitrogen was 52% above the guideline value (533 vs 350) – Black River Lake was the only Kings County Lake above this guideline in 2015, and
- ✓ our turbidity reading was 108% above – more than double - the guideline value (2.71 vs 1.3).

Until the reason(s) for these poor results are identified, understood and remedied, Black River Lake should not be subjected to additional stressors such as houseboats.

...2

Our draft Municipal Planning Strategy acknowledges (on page 3.5.4) “a need to achieve adequate preservation of wildlife habitat and lake water quality while at the same time providing reasonable development opportunities to land owners.” For this reason, the proposed Council policy includes: “conservative lot standards, yard requirements, setbacks, and building setbacks controls intended to protect lake health and preserve natural vegetation.” We support this as far as it goes, but note that while it imposes costly restrictions on lakeside land owners, it imposes no restrictions whatever on anyone who chooses to sidestep the cost of acquiring and paying property taxes by launching a houseboat. This is most certainly not a level playing field.

We highly value our aesthetic enjoyment of our lake. That’s why we’ve all paid a premium for lakeside property and pay the associated premium in property taxes to Kings County every year. Quite simply, we love our views of the lake. As I’m sure you can understand, we don’t want to see a houseboat when we look out our windows or off our decks or docks.

In closing, we trust that given the points we’ve made, Council will:

- ✓ impose an immediate moratorium on houseboats moored overnight on Black River Lake
- ✓ prohibit houseboats on Black River Lake in the County’s Land Use Bylaw and Municipal Planning Strategy, as the Kings 2050 initiative moves forward.

Should you have any question about our request, please contact our Past President, Lorne Demers at 542-1922, cell 691-2617 or lorneandnancy@gmail.com.

Sincerely,



Terry Stuart
President,
Black River Lake Association

Cc:

- Mayor Peter Muttart (mayor.muttart@countyofkings.ca)
- Councillor Meg Hodges, District 1 (councillor.hodges@countyofkings.ca)
- Councillor Pauline Raven, District 2 (councillor.raven@countyofkings.ca)
- Councillor Brian Hirtle, District 3 (councillor.hirtle@countyofkings.ca)
- Councillor Martha Armstrong, District 4 (councillor.armstrong@countyofkings.ca)
- Councillor, Paul Spicer, District 5 (councillor.spicer@countyofkings.ca)
- Councillor Bob Best, District 6 (councillor.best@countyofkings.ca)

Councillor Emily Lutz, District 7 (councillor.lutz@countyofkings.ca)
Councillor Jim Winsor, District 8 (councillor.winsor@countyofkings.ca)

Gloria Armstrong, President, Lake George (armstrongmikegloria@gmail.com)

Michael White, Chair, Tupper Lake Property Owners Association
(michaelwhite_ca@hotmail.com)

Andrew T. Bryski, President, Aylesford & Loon Lake Property Owners Association
(andy.b@eastlink.ca)

Carl W. Kent, Chairman, Armstrong Lake Road Owners Association (carlkent@bellalliant.net)

Mike Armstrong, Water Quality Volunteer (armstrongmikegloria@gmail.com)

Jim Gray, Water Quality Volunteer (jim.janelle.gray@gmail.com)

Bob Church, Water Quality Volunteer (bchurch@me.com)

Dave Sheehan, Water Quality Volunteer (dave.sheehan@acadiau.ca)

Mark Raymond, Water Quality Volunteer (markraymond@eastlink.ca)

Michael Ryan, Water Quality Volunteer

michaelryan.ns@gmail.comarmstrongmikegloria@gmail.com

Mike Lowe & Marion Schlaich, Water Quality Volunteers (marionschlaich@gmail.com)

Raymond Cote, Water Quality Volunteer, ecomman4321@gmail.com

Gary Weisner, Water Quality Volunteer, wendy2gary@yahoo.ca>

All members of the Black River Lake Association Officers and Directors



Department of Transportation
& Infrastructure Renewal
Capital Programs
Highway Engineering and
Construction

Johnston Building, 4th Floor
1672 Granville Street
PO Box 186
Halifax, Nova Scotia
B3J 2N2

Bus: 902-424-0897
Fax: 902-424-0571
E-mail:
laura.cunningham@novascotia.ca



July 24, 2017

Mr. Rick Ramsay
Chief Administrative Officer
Municipality of the County of Kings
P.O. Box 100
Kentville, NS B4N 3W3

Dear Mr. Ramsay:

RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS

The current three-year agreement for the paving of subdivision streets expires March 31, 2018. Attached are two copies of the new three year agreement to be entered into with the Minister of Transportation and Infrastructure Renewal in order to continue this program.

The document will cover the terms of the agreement but will not list any specific subdivision roads that are to be paved. For each of the three years covered by the agreement, the Municipality will be asked to submit a prioritized list of roads for the next fiscal year. The Minister will return a letter advising of the approved roads for that fiscal year. Once the Municipality agrees to the approved list, it will become part of the agreement.

Please complete and affix Municipal Seal on the Resolution of Council authorizing the Mayor and a designate to sign the agreements, then have the Mayor and the designate sign both copies of the agreement, have witnessed, and affix the Municipal Seal. Please return all documents to me on or before September 15, 2017.

The Department requests that the Municipality return the attached agreement, whether or not you currently intend to submit subdivision roads for the program. Signing the outline agreement in no way commits the Municipality to the cost-sharing of the paving of any subdivision roads, unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the Municipality from requesting any subdivision paving under this program for the next three fiscal years.

Yours truly,

Laura Cunningham
Capital Program Administration Officer

Resolution of Council
Cost Share Agreement No. 2018-014

The following Resolution was passed at a meeting of the Council of the Municipality of the
County of Kings on the _____ day of _____ A.D., 2017.

Moved by: _____

Seconded by: _____

*"That the Warden and _____ be authorized to sign Cost
Share Agreement No. 2018-014"*

Motion Carried.

I certify that the above Resolution was passed at the duly called meeting of the Municipality of
the County of Kings Council on _____ A.D., 2017.



Municipal Seal

Signature

Name (Print)

Title



**Transportation and
Infrastructure Renewal
Province of Nova Scotia**

COST SHARE AGREEMENT NO. 2018-014

THIS AGREEMENT made this ____ day of _____, 2017.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Infrastructure Renewal for the Province of Nova Scotia (hereinafter called the "**Province**"),

OF THE ONE PART

- and -

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate under the laws of the Province of Nova Scotia (hereinafter called the "**Municipality**").

OF THE OTHER PART

WHEREAS the Province is of the opinion that certain Village and Subdivision Streets, under the jurisdiction of the Province, and located within the Municipality, are necessary and in the public interest;

AND WHEREAS by Memorandum to the Cabinet Number MH1104 dated May 12, 1988 the Executive Council approved a cost sharing paving program on these Village and Subdivision Streets;

AND WHEREAS the April 1996 Provincial-Municipal Service Exchange Agreement specified cost-sharing on Village and Subdivision Streets is set at a uniform 50-50% basis.

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements herein contained to be by them observed, performed and paid, the parties mutually agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) “**Agreement**” means this Agreement.
- (b) “**Business Day**” means any day other than a Saturday, Sunday or a statutory holiday in the Province of Nova Scotia.
- (c) “**Fiscal Year**” means the 12-month period beginning on April 1 and ending on March 31;
- (d) “**Paving**” means the work of grading, gravelling, culvert work and required upgrading of Village and Subdivision Street to meet paving standard specifications. “Paving” also means the paving, repaving, or double chip sealing of the Village and Subdivision Streets. “Paving” shall also include pre-engineering, and/or design costs on site engineering supervision and inspection and incidental costs from the edge of the roadway to the limit of the right of way. The work DOES NOT INCLUDE feasibility studies, the construction, reconstruction, relocation, repairs or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, utility poles, street lighting or similar work
- (e) “**Village and Subdivision Street**” means the village and subdivision streets constructed prior to April 1, 1995 under the administration and control of the Province.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number shall include the plural and *vice versa*; words importing a gender shall include the masculine, feminine and neutral genders; and words importing persons shall include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

1.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

1.4 This Agreement, constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

1.5 No amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

1.6 No waiver by any party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

1.7 Time shall be of the essence of this Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall be effective for each of the following Fiscal Years:

(a) 2018-19

(b) 2019-20

(c) 2020-21

3. DESIGNATION AND ACCEPTANCE OF STREETS

3.1 In fiscal year 2018-19; on or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.2 Starting fiscal year 2019-2020 and any subsequent year of the agreement; if the Municipality chooses to participate in the program and uses a petitioning process to determine which Village and Subdivision Streets will be cost shared under this Agreement, **the petition must be completed prior to submitting the list, as per the timelines noted in 3.3.** If the Municipality requires a high-level estimate (i.e. dollar per kilometre (\$/KM)), the Municipality may request from the Province such an estimate to complete the petitioning process. **Only roads that have a successful petition are to be submitted to the Province.**

3.3 On or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.4 If the Province receives a notice under section 3.1 or 3.3 that the Municipality wishes to participate in the Paving program for a Fiscal Year, the Province shall review the request and notify the Municipality of the streets the Province accepts for Paving and the anticipated cost of such Paving ("**Cost Estimate**").

3.5 Within 20 Business Days after the delivery of the Cost Estimate to the Municipality, the Municipality shall notify the Province whether or not it accepts the list of approved streets and the related Cost Estimate.

3.6 If the Municipality does not provide a notice to the Province under sections 3.1 or 3.3 by the specified times, it shall be deemed to be notification that the Municipality does not wish to participate in the Paving program for the Fiscal Year in question.

3.7 The parties acknowledge that the extent to which the Province can accept streets for the program in any Fiscal Year is contingent upon the amount of funding the Paving program receives for the Fiscal Year and the number of municipalities that wish to participate in the Paving program.

4. ADDITIONAL WORK

4.1 If an approved street for the Paving program requires that the Province make adjustments to manholes, catch basins or water valves, the Province shall make adjustments as part of the Municipalities request for Paving ("**Additional Work**"). Additional Work will be undertaken at the cost of the Municipality for which it agrees to make payment to the Province. The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work.

5. MUNICIPALITY'S OBLIGATIONS

5.1 The Municipality shall be responsible for acquiring, at its sole expense, all additional land required for Paving and Additional Work, including any necessary licenses or leases.

5.2 The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.

6. PROVINCE'S OBLIGATIONS

6.1 Where the Municipality has accepted the list of approved streets under section 3.5 and the related Cost Estimate under section 3.4, the Province shall be responsible for tendering the Paving and any Additional Work and for all construction oversight and management of the Paving and any Additional Work.

6.2 The Province shall notify the Municipality in writing of any cost overruns in excess of ten (10%) percent of the Cost Estimate (the "**Cost Overrun**") within 10 Business Days of becoming aware of such Cost Overruns.

6.3 The Province shall provide the Municipality with statements of account for Paving and any Additional Work upon completion of the contract (the "**Statement of Accounts**").

7. CONTRIBUTION AND PAYMENT

7.1 The Municipality shall pay to the Province, within 60 days of submission of accounts by the Province to the Municipality:

(a) fifty percent (50%) of the total amount of the statement of account for Paving; and

(b) one hundred percent (100%) of the amount of the statement of account for Additional Work.

8. NOTICES

8.1 All notice, demand or other communication to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

(a) to the Municipality at

Mr. Rick Ramsay
Chief Administrative Officer
Municipality of the County of Kings
P.O. Box 100
Kentville, NS B4N 3W3
Tel (902) 678-6141
Fax (902) 678-9279

(b) to the Province at

Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel (902) 424-0897
Fax (902) 424-0571

- (c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication shall not be mailed but shall be given by personal delivery or by electronic communication.

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.

SIGNED, SEALED and DELIVERED in
The presence of:

Her Majesty the Queen, in Right of the
Province of Nova Scotia as represented
by the Minister of Transportation and
Infrastructure Renewal



Witness



Lloyd P. Hines, Minister
Department of Transportation & Infrastructure
Renewal

Municipality of the County of Kings

Witness

Mayor Peter Muttart

Witness

Resolution of Council Designate

Municipal Seal

TIR Seal