



PUBLIC HEARING

TUESDAY, DECEMBER 5, 2017

6:00 P.M.

Council Chambers

AGENDA

	<u>Page</u>
1. Call Meeting to Order	
2. Proposed Land Use Bylaw map amendment to rezone property at 480 Central Avenue, Greenwood, from the Residential One and Two Unit (R2) Zone to the Residential Medium Density (R4) Zone – File 17-06 (Will Robinson-Mushkat)	1
3. Proposed Land Use Bylaw map amendment to rezone a portion of the property on Highway 1, east of Thompson Road, Waterville, from the Residential Mixed Density (R3) Zone to the General Commercial (C1) Zone – File 17-07 (Leanne Jennings)	3
4. Proposed development agreement to permit a 39-unit residential apartment building to be developed at 9406 Commercial Street, New Minas – File 17-09 (Leanne Jennings)	5
5. Adjournment	

(Intentionally left blank for double-sided copying)

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use Bylaw Map Amendment in Greenwood**
Application to rezone property at 480 Central Avenue (PID 55377410),
Greenwood, from the Residential One and Two Unit (R2) Zone to the
Residential Medium Density (R4) Zone
File 17-06 (Richard Timmins)

From: Planning and Development Services

Date: December 5, 2017

Background

Richard Timmins has applied to rezone the property located at 480 Central Avenue (PID 55377410), Greenwood, from the Residential One and Two Unit (R2) Zone to the Residential Medium Density (R4) Zone. The requested change is to permit higher density residential uses on the subject property.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on September 12, 2017. At this meeting, the Committee deferred the recommendation vote in order for staff to provide additional information concerning drainage issues with regard to the subject property. At its October 10, 2017 meeting, the Planning Advisory Committee forwarded a positive recommendation to Council.

On November 7, 2017, Municipal Council gave First Reading to the proposed map amendment and forwarded it on to this Public Hearing. The proposed Land Use Bylaw map amendment is attached as Appendix A.

Public Hearing

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the Land Use Bylaw map amendment by giving it Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

Appendix A

Proposed Land Use Bylaw Map Amendment

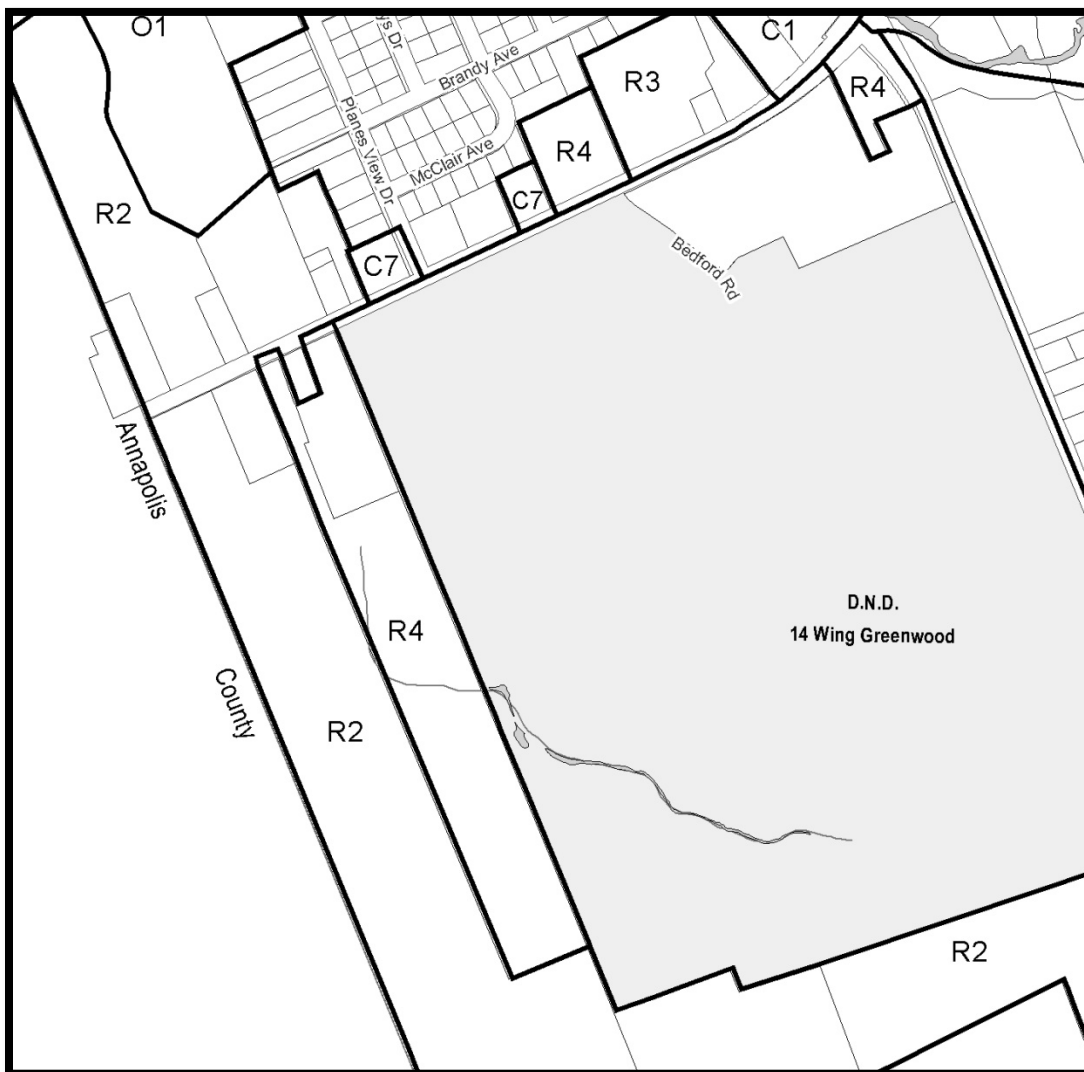
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Proposed map amendment to rezone the property located at 480 Central Avenue (PID 55377410), Greenwood, from the Residential One and Two Unit (R2) Zone to the Residential Medium Density (R4) Zone

BYLAW #75 – Land Use Bylaw

1. Amend Land Use Bylaw Schedule 6g, the Zoning Map for the Growth Centre of Greenwood, by rezoning the property at 480 Central Avenue (PID 55377410), Greenwood, from the Residential One and Two Unit (R2) Zone to the Residential Medium Density (R4) Zone, as shown on the inset copy of a portion of Schedule 6g below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Land Use Bylaw Map Amendment in Waterville
Application to rezone a portion of the property on Highway 1, east of Thompson Road (PID 55159248), Waterville, from the Residential Mixed Density (R3) Zone to the General Commercial (C1) Zone
File 17-07 (Bev Barkhouse)

From: Planning and Development Services

Date: December 5, 2017

Background

Bev Barkhouse has applied to rezone a portion of the property located on Highway 1, east of Thompson Road (PID 55159248), Waterville, from the Residential Mixed Density (R3) Zone to the General Commercial (C1) Zone. The requested change is to permit a farm market on a small portion of the subject property.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on October 10, 2017. At this meeting, the Planning Advisory Committee forwarded a positive recommendation to Council.

On November 7, 2017, Municipal Council gave First Reading to the proposed map amendment and forwarded it on to this Public Hearing. The proposed Land Use Bylaw map amendment is attached as Appendix A.

Public Hearing

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the Land Use Bylaw map amendment by giving it Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

Appendix A

Proposed Land Use Bylaw Map Amendment

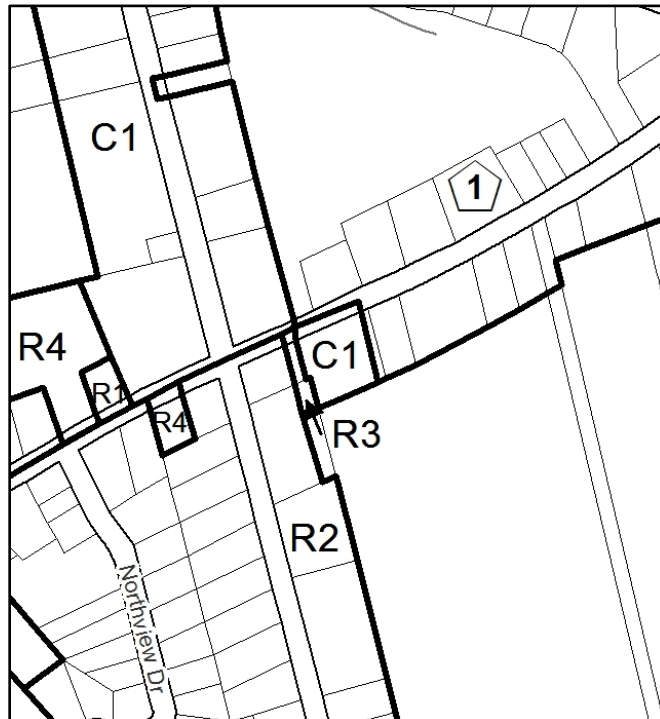
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Proposed map amendment to rezone a portion of the property on Highway 1, east of Thompson Road (PID 55159248), Waterville, from the Residential Mixed Density (R3) Zone to the General Commercial (C1) Zone

BYLAW #75 – Land Use Bylaw

1. Amend Land Use Bylaw Schedule 11g, the Zoning Map for the Growth Centre of Waterville, Greenwood, by rezoning a portion of the property near the intersection of Thompson Road and Highway 1 (PID 55159248), Waterville, from the Residential Mixed Density (R3) Zone to the General Commercial (C1) Zone, as shown on the inset copy of a portion of Schedule 11g below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement**
Application for a development agreement to permit a 39 unit residential apartment building to be developed at 9406 Commercial Street (PID 55209647), New Minas
File: 17-09 (Noel Taiani, Parsons Green Developments Limited)

From: Planning and Development Services

Date: December 5, 2017

Background

Noel Taiani, of Parsons Green Developments Limited, has applied for a development agreement to permit a 39 unit residential apartment building to be developed at 9406 Commercial Street, New Minas, NS.

The application and staff report were reviewed by the New Minas Area Advisory Committee on October 2, 2017 and the Planning Advisory Committee on October 10, 2017. At this meeting the PAC forwarded a positive recommendation to Council.

On November 7, 2017 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

Public Hearing

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

Appendix A – Development Agreement

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

BETWEEN:

3302210 NOVA SCOTIA LIMITED, of Halifax, 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 55209647; and

WHEREAS the Property Owner wishes to use the Property for multi-unit residential development; and

WHEREAS the Property is situated within an area designated Residential and Business Expansion on the Future Land Use Map of the New Minas Sector Plan, and zoned Residential One and Two Unit (R2) and Commercial Gateway (CG) on the Zoning Map of the New Minas Land Use Bylaw; and

WHEREAS policy 2.3.10 of the New Minas Sector Plan and section 3.1.33 b. of the New Minas 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**, 2017, 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
Schedule C	Concept Elevation

1.2 Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (b) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on October 26, 1995, as amended, or successor by-laws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Driveway* means the vehicular access (ingress and egress) from the property to a public road as well as on-site access to parking areas.
- (c) *Pedestrian Walkway* means a pathway, which may include stairs, ramps or passageways, made of a hard, stable surface and which is kept clear of debris, snow and ice to facilitate the movement of pedestrians.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The use of the Property shall be limited to:

- (a) A residential dwelling containing no more than 39 residential units, and accessory uses, located wholly within the Building Envelope as identified on the Schedule B, Site Plan.
- (b) Accessory structures to the main residential use.

Except as otherwise provided in this Agreement, the provisions of the New Minas Land Use Bylaw, or any successor document, apply to any development undertaken pursuant to this Agreement.

2.2 Site Plan

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

2.3 Development Standards

- (a) The Property Owner shall develop the Property in conformance with the minimum lot size, lot coverage, height, frontage, parking and yard requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.
- (b) Notwithstanding section 2.3 (a) above, balconies, patios, and supports for the main structure on the north and south sides of the residential dwelling are permitted to encroach up to eight (8) feet into the side and rear yard, respectively. For clarity, this permitted encroachment may extend beyond the limits of the Building Envelope identified on Schedule B, Site Plan.
- (c) Balconies, patios and supports for the main structure located on the east side of the residential dwelling are permitted to extend beyond the limits of the Building Envelope identified on Schedule B, Site Plan, provided the minimum required side yard is maintained.
- (d) In addition to section 2.3 (b) above, the Development Officer may grant a variance to the minimum rear yard for the main structure using the variance provisions of the MGA, provided that the main structure is located no less than 20 feet from the rear lot line. Where a variance has been granted the main building may extend beyond the Building Envelope as shown on Schedule B, Site Plan.

2.4 Architecture

The residential building shall appear generally as shown on Schedule C, Concept Elevation.

2.5 Subdivision

- (a) No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.
- (b) Notwithstanding section 2.5 (a) above, all or a portion of the area identified as "Future Development Area" on the site plan may be subdivided from the Property, provided all provisions within section 2.3 of this Agreement and all provisions within the Municipal Subdivision By-law are met. Once a plan of subdivision has been approved as per this section, the Municipality and the Property Owner agree that this Agreement shall be discharged from the portion of the Property that has been subdivided off.

2.6 Amenity Area

- (a) A designated common amenity area suitable for open space/leisure activities for the residential use, measuring no less than 3,000 square feet in area, shall be provided as identified on Schedule B, Site Plan and may consist of garden plots for use by the residents of the Property.
- (b) Each dwelling unit on the Property shall be provided with a private patio, balcony, or deck measuring no less than 100 square feet in area or, in the event a unit cannot be provided with a private patio, balcony or deck, the designated common amenity area is to be increased by 200 square feet for each unit not provided with private outdoor amenity space where the additional designated common amenity areas will be designed to facilitate common patio, balcony or deck activities and shall include a seating area.
- (c) The total combined area of all private patios, balconies, decks and designated common amenity areas, described in section 2.6 (a) and (b) above, shall measure no less than 10% of the total lot area.
- (d) All undeveloped areas of the Property not used for buildings, driveways or parking shall either be maintained in a natural forested state, landscaped or hardscaped.

2.7 Active Transportation

The Property owner shall provide a pedestrian walkway measuring a minimum of three (3) feet in width that connects the main residential structure to the front lot line of the Property.

2.8 Buffering

New vegetation shall be planted along the portion of the western property line in the area indicated as "Buffer Area" on Schedule B, Site Plan, so as to maintain the privacy of the adjacent single family dwelling. In addition, existing vegetation shall be maintained in the areas identified as "Existing Vegetation Retained" on Schedule B, Site Plan.

2.9 Appearance of Property

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

2.10 Lighting

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

2.11 Outdoor Storage

Outdoor storage on the Property is not permitted and the Property Owner shall ensure that any storage of waste or yard equipment shall be entirely within an accessory

building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

2.12 Parking

The Property Owner shall provide on-site parking in conformance with the requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.

2.13 Access and Egress

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement.
- (b) The property owner is responsible for supplying engineered access designs if required by Nova Scotia Transportation and Infrastructure Renewal, or any successor body.

2.14 Erosion and Sedimentation Control and Drainage

- (a) The Development Officer shall not grant development permits for a residential dwelling until the Property Owner has supplied a drainage plan, including peak runoff flow calculations, meeting the Municipality's specifications and approved by the Municipal Engineer.
- (b) During any site preparation or building construction all exposed soil shall be stabilized immediately 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.
- (c) Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

2.15 Servicing

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

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, from that provided for in Section 2.1 of this Agreement, unless a new Agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a

public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

3.3 The following matters are substantive matters:

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development generally not in accordance with Schedule B, Site Plan, except as provided for in section 2.3 of this Agreement.

3.4 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, 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 without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 180 calendar days of 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.
- (b) The Property Owner shall develop the main residential use within seven (7) years of this Agreement being recorded at the Registry of Deeds.
- (c) The Property Owner shall be in complete compliance with the Buffering, Amenity Area, Active Transportation and Parking provisions of this Agreement within one year of receiving an Occupancy Permit for a multi-unit residential dwelling.

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 Land Registration Office.

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.

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

Scott Conrod, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

3302210 NOVA SCOTIA LIMITED

Witness

Noel Taiani, President

Schedule A – Property Description

ALL AND SINGULAR the land and premises situate, lying and being on the south side of Trunk Highway #1, said Highway running between Kentville and Wolfville, both places in the County of Kings, more particularly bounded and described as follows:

COMMENCING at a point where the north-west corner of lands of Walter A. Davidson intersects the Eastern boundary of lands of Hazel C. Millett on the Southern boundary of said Trunk Highway #1;

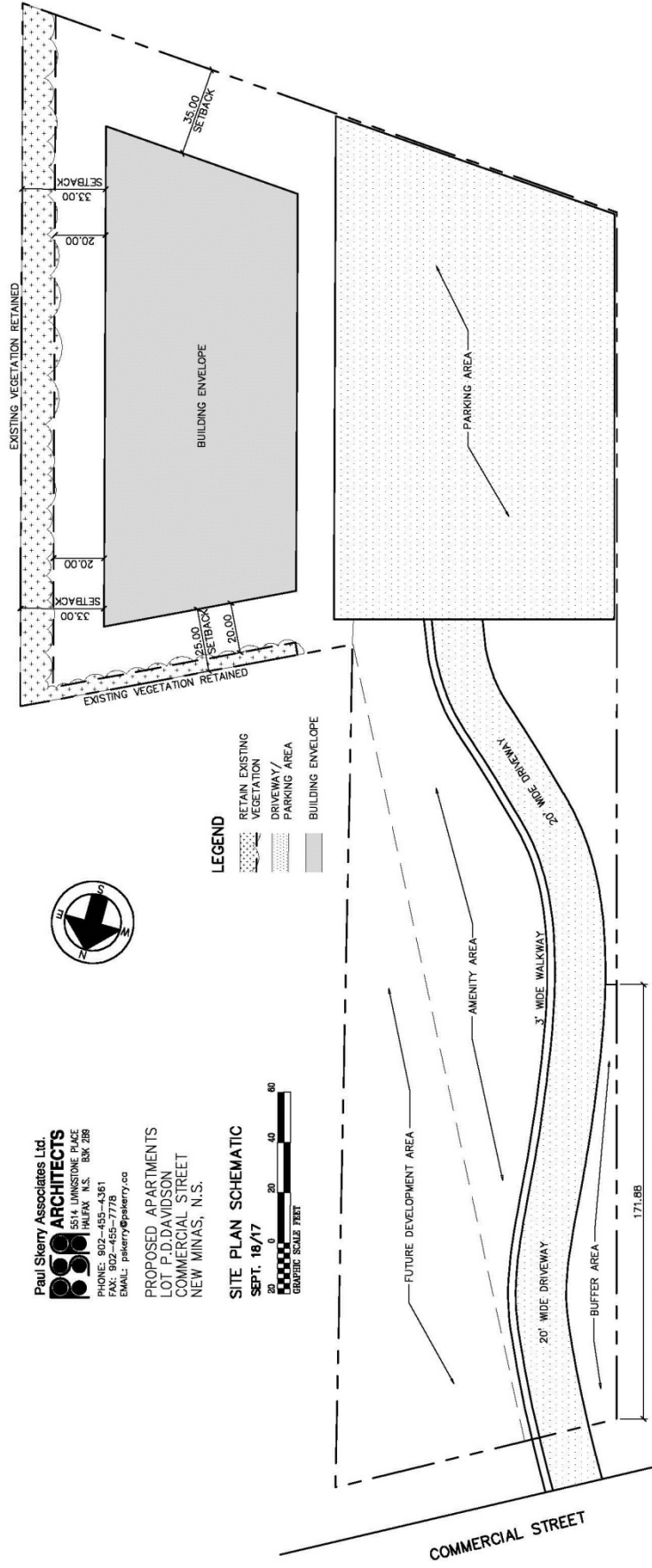
THENCE S 8° 30' W for a distance of 480' more or less or to the South-west corner of lands of Walter A. Davidson;

THENCE Northerly for a distance of 480' more or less or to the southern boundary of said Trunk Highway #1;

THENCE Easterly along the various courses of the Southern boundary of said Trunk Highway #1 for a distance of 10' or to the place of BEGINNING.

BEING AND INTENDED TO BE those same lands as conveyed by a Warranty Deed to Walter A. Davidson from Hazel C. Millett dated the 31st day of March, 1961 and recorded in the Kings County Registry of Deeds on June 2, 1961 in Book 204 at Page 653.

Schedule B – Site Plan



- LEGEND**
- RETAIN EXISTING VEGETATION
 - DRIVEWAY/PARKING AREA
 - BUILDING ENVELOPE



Paul Sherry Associates Ltd.
ARCHITECTS
 5514 LIVINGSTONE PLACE
 TRILAK, N.S. B3K 2B8
 PHONE: 902-453-7481
 FAX: 902-453-7748
 EMAIL: psherry@sherry.ca

PROPOSED APARTMENTS
 LOT P.D. DAVIDSON
 COMMERCIAL STREET
 NEW MINAS, N.S.

SITE PLAN SCHEMATIC
SEPT. 18/17
 GRAPHIC SCALE: FEET



Schedule C – Concept Plan



FRONT ELEVATION

SCALE FEET

