



# PUBLIC HEARING

**Tuesday, December 7, 2021**

**6:00 P.M.**

**Council Chambers**

The meeting will be held in person in the Council Chambers, 181 Coldbrook Village Park Drive, Coldbrook. Any members of the public who wish to attend are required to pre-register, as seating is limited due to physical distancing requirements. To register, please send an e-mail to [lclarke@countyofkings.ca](mailto:lclarke@countyofkings.ca) or call 902-690-2566. All those in attendance will be required to wear a facemask, with Council and Staff removing masks once seated. Members of the public can also listen live by visiting [www.countyofkings.ca](http://www.countyofkings.ca) and following the "Listen Live" link.

Any interested persons may listen to the meeting online at:

<https://www.countyofkings.ca> Follow the 'Listen Live' links / Icon

## AGENDA

1. Call Meeting to Order
2. Application to rezone property on Highway 358 in Arlington from the Rural Mixed Use (A2) Zone to the Commercial Recreation (P1) Zone to permit a campground. (PID 55002000) (File # 21-03) (Mark Fredericks)
3. Application to enter into a development agreement to permit a dwelling replacement at 100 Beach Row, North Grand Pre (PID 55221246) (File # 21-11) (Mark Fredericks)
4. Adjournment

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – REZONING in ARLINGTON**  
Application to rezone property on Highway 358 in Arlington from the Rural Mixed Use (A2) Zone, to the Commercial Recreation (P1) Zone to permit a campground. (PID 55002000) (File # 21-03) (Applicant: Fred Rogers)

**From:**           Planning and Development

**Date:**            December 7, 2021

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### **Background**

Fred Rogers has applied to rezone his 4.5 acre property in Arlington to the Commercial Recreation (P1) Zone to permit a new Campground near the popular 'Look-Off' destination.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on October 12, 2021. At this meeting the Committee forwarded a positive recommendation to Council. This meeting included public input from an adjacent land owner who spoke about buffering, fencing and proximity of the use to his property.

On November 2, 2021 Municipal Council gave First Reading to the proposed rezoning and forwarded it on to this Public Hearing. The proposed 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 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 becomes effective.

**Appendix A - Proposed Map Amendment**

**Proposed Land Use By-law Map Amendment (By-law 106)**

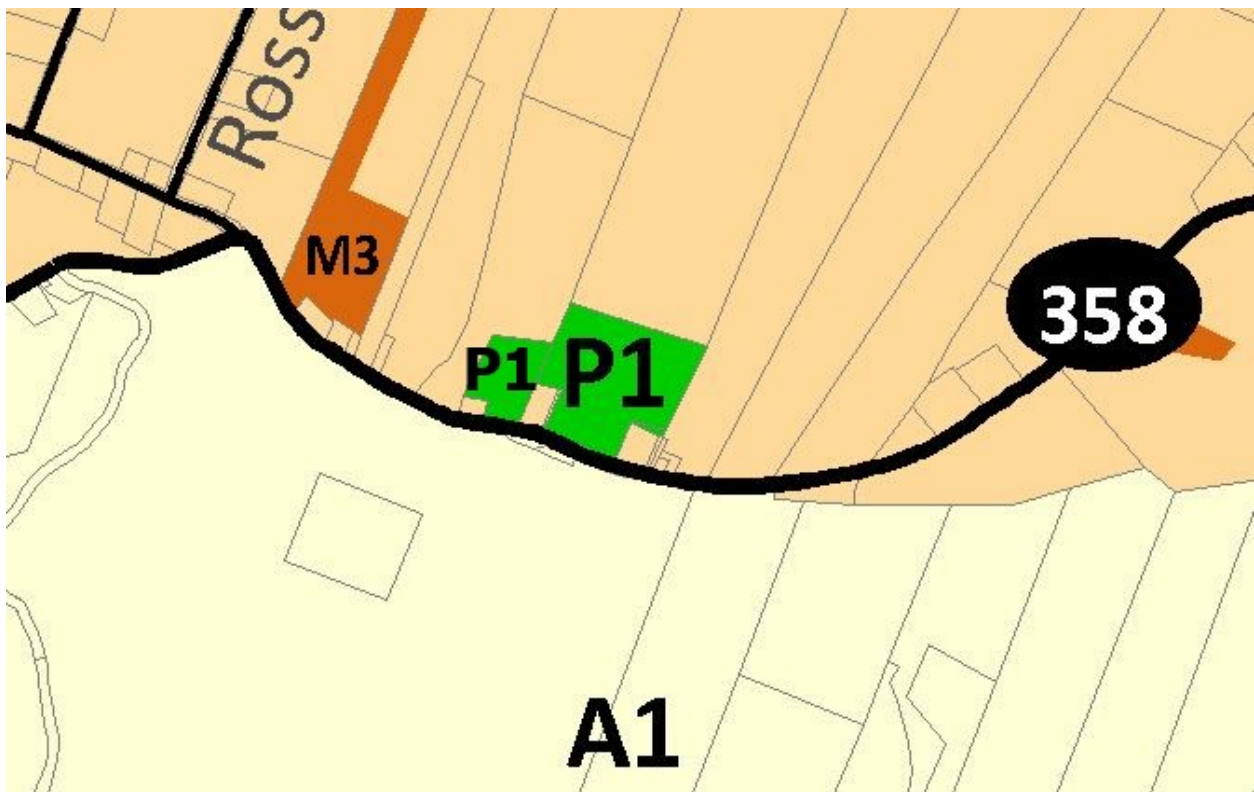
**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO BY-LAW 106  
COUNTY OF KINGS LAND USE BY-LAW**

**Land Use By-Law Map Amendment to rezone 3335 Highway 358 (PID 55002000) Arlington from the Rural Mixed Use (A2) Zone to the Commercial Recreation (P1) Zone.**

**BY-LAW 106 Land Use By-Law**

1. Amend Map 13, Land Use By-Law zoning map by rezoning property (PID 55002000) on Highway 358, from the Rural Mixed Use (A2) Zone to the Commercial Recreation (P1) Zone as shown on the inset copy of a portion of Map 13 below.



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – Development Agreement in North Grand Pre**  
Application to enter into a development agreement to permit a dwelling replacement at 100 Beach Row, North Grand Pre (PID 55221246) (File 21-11) (Applicant: Lorrie Rand on behalf of owners Beth McNeil and Geoffrey Hawboldt)

**From:**           Planning and Development

**Date:**            December 7, 2021

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### **Background**

Lorrie Rand applied on behalf of property owners Beth McNeil and Geoffrey Hawboldt, to replace an existing dwelling with a new dwelling at 100 Beach Row, North Grand Pre (PID 55221246). The requested home replacement required a development agreement because the property cannot meet the minimum zone requirement for road frontage in the Tidal Shoreland (T1) Zone.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on October 12, 2021. At this meeting the Committee forwarded a positive recommendation to Council.

On November 2, 2021 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 amendment 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 becomes effective.

**Appendix A – Draft Development Agreement**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**Geoffrey Hawboldt and Beth McNeil**, of Calgary, Alberta, 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 Coldbrook, 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 55221246; and

WHEREAS the Property Owner wishes to use the Property for a single unit dwelling.

WHEREAS the Property is situated within an area designated Shoreland (S) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Tidal Shoreland (T1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.5.18 the Municipal Planning Strategy and section 9.5.5 (d) of the Land Use By-law 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 (add date of motion), 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 By-law**

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 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 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.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

That the Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and

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

### **2.2 Road frontage requirement – waived**

Development that is permitted by section 2.1 may proceed with no public or private road frontage.

### **2.2 Site Plan**

Development shall remain generally consistent with the Site Plan – Schedule B.

## **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 Subdivision**

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision By-law, as may be amended from time-to-time, according to the minimum lot size requirements in the Tidal Shoreland (T1) Zone.

## **2.4 Erosion and Sedimentation Control**

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site 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.

## **2.5 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.

## **2.6 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 at the Property Owner's expense. This means development requires that a septic system in accordance with Nova Scotia Environment's regulations be provided.

## **PART 3 CHANGES AND DISCHARGE**

**3.1** Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

**3.2** The following matters are substantive matters:

a) The uses permitted on the property as listed in Section 2.1 of this Agreement;

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.

**3.3** 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.

- 3.4 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 Drawings to be Provided**

When an engineered design is required for any portion of a 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 120 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;
- (b) The Developer shall commence construction within ten (10) years of recording this Agreement at the Registry of Deeds.

## **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.

### **5.5 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.

### **5.6 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.

### **5.7 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.

### **5.8 Interpretation**

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

### **5.9 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 ensure 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 designing 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

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Beth McNeil

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Geoffrey Hawboldt

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Signing Authority



## Schedule A – Property Description

### Parcel Description

Place Name: North Grand Pre

Municipality/County: Kings

Designation of Parcel on Plan:

Lands of Andre M. Tessier & Sarah E. Tessier PID 55221246 Area = 1.3 acres +/-

Title of Plan:

Plan of survey showing certain boundaries lands of Andre Michel Tessier & Sarah Elizabeth Tessier, Beach Row, North Grand Pre, Kings County, Nova Scotia

Registration County: KINGS COUNTY

Registration Number of Plan: 98837140

Registration Date of Plan August 3, 2011

### BENEFIT:

Granting to the Grantee, his heirs and assigns, a right of way over and along the right of way as now used, leading from the public highway at Evangeline Beach to the lands hereby conveyed.

### BURDEN:

Reserving however to William Wilson his heirs and assigns a right of way over one (1) rod of land lying immediately south of the Wilson lands for all purposes reasonably incidental to the enjoyment of a right of Way.

Subject to an Easement Right of Way as set out in Document Number 103354016 recorded on July 4, 2013.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: KINGS COUNTY

Registration Year: 2011

Document Number: 98837140

