



PUBLIC HEARING

Tuesday, February 4, 2020

6:00 P.M.

Council Chambers

AGENDA

	Page
1. Call Meeting to Order	
2. Proposed development agreement to permit expanded tourism and production facilities in association with an established winery. (File 19-11, Laura Mosher)	2
3. Application for a land use bylaw map amendment to permit the rezoning of a portion of the property at 287 Main Street (PID 55086763), Kingston from the Residential Mixed Density (R3) Zone and the Central Business (C2) Zone to the Residential Medium Density (R4) Zone (File 19-15, Will Robinson-Muskat)	14
4. Adjournment	

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Grand Pré**
Application to enter into a development agreement on the property at 11611 and 11625 Highway 1 (PID 55221972) to permit expanded tourism commercial and winery uses
File 19-11 (Jason Lynch)

From: Planning and Development Services

Date: February 4, 2020

Background

Jason Lynch has applied to enter into a development agreement on the property at 11611 and 11625 Highway 1 (PID 55221972). The requested change is to permit expanded tourism commercial and winery uses.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on December 10, 2019. At this meeting, the Committee forwarded a positive recommendation to Council.

On January 7, 2020, Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The draft development 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 on Tuesday, February 4, 2020 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., 2019

BETWEEN:

GRAND PRÉ WINES LIMITED, of Grand Pré, 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 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 is known as Property Identification (PID) Number 55221972; and

WHEREAS the Property Owner wish to use the Property for a Winery, Restaurant, tourist oriented commercial uses and associated accessory uses; and

WHEREAS the Property is situated within an area designated Hamlet Historic Residential (HH) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Hamlet Historic Residential (R9); and

WHEREAS Policy 3.6.8.7 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.2.9 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 **XX**, 2019, 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.

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) *Winery* means the use of land or a building for the production of wine accessory to a vineyard and may include areas for tasting and retail sales of the wine produced.
- (c) *Inn* means the use of an existing dwelling as a tourist commercial facility for lodging consisting of no more than six guest rooms.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plan

The Property Owner shall develop and use the lands in general conformance with the Site Plan attached as Schedule 'B' to this Agreement.

2.2 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 By-law (as may be amended from time to time);
- (b) an Inn wholly contained within the area labelled 'Area 1' on Schedule B – Site Plan;
- (c) Winery, which may contain the following:
 - i. wine production and storage with a maximum gross floor area of 4,000 square feet;
 - ii. licensed wine tasting areas consisting of a total maximum of 700 square feet of commercial floor area and 1,300 square feet of outdoor space;
 - iii. gift and retail shop not to exceed 700 square feet of commercial floor area;
- (d) Restaurant not to exceed 2,500 square feet commercial floor area;
- (e) future development within the area identified on Schedule B – Site Plan as 'Area 2' consisting of the following:
 - i. wine production and storage with a maximum gross floor area of 8,000 square feet;
 - ii. office space accessory to the uses permitted in this development agreement with a maximum gross floor area of 600 square feet;
 - iii. wine tasting and retail area with a maximum commercial floor area of 1,000 square feet;
- (f) accessory uses to any of the above.

2.2.2 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) Signage on the Property shall be limited to:
 - i. one ground sign, measuring no more than 80 square feet in size and no more than 15 feet in height and identified on Schedule B – Site Plan;
 - ii. One roof sign on the Property;
 - iii. One wall sign within Area B as identified on Schedule B – Site Plan;
- (b) The signs permitted in Section 2.3 (a) above shall only be constructed of wood and/or metal and shall not obstruct the sight lines at the driveway entrance/exits.
- (c) Internally illuminated signs are prohibited.
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the erection or installation of any sign.

2.4 Buffering

- (a) Within the area labelled 'Vegetation Buffer Zone' on Schedule 'B', Site Plan, natural vegetation shall be maintained and new evergreen trees shall be planted at no more than a ten (10) foot spacing; and
- (b) The evergreen trees referred to in Section 2.4 (a) above shall be planted within eight (8) months of the issuance of the occupancy permit for the inn and shall have reached a minimum height of five (5) feet within five years from the time of planting.

2.5 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.

2.6 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.

2.7 Parking

The Property Owner shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedule 'B', Site Plan:

- (a) Parking shall be provided within parking areas identified on Schedule B – Site plan and areas shall not be reduced in size nor should the number of parking spaces provided be reduced;
- (b) Parking required for uses permitted in Area 2 must be provided within the same area and are subject to the requirements of the Land Use Bylaw; and
- (c) Parking locations shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.8 Access and Egress

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

2.9 Architectural Design

Any reconstruction, alteration or development of new buildings and structures shall be carried out in a manner which is architecturally compatible with other buildings in the surrounding area. The building shall feature a pitched roof and use natural cladding materials including, but not limited to, wood, stone, stucco or brick.

2.10 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. The Property Owner shall be responsible for acquiring permits to accommodate new uses enabled by the Agreement at the time of permitting.

2.11 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 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.

2.12 Subdivision

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.

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 Section 2.2 of this Agreement; and
 - (b) Development generally not in conformance with Schedule 'B', Site Plan.
- 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 at the request of the Property Owner without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use specifically enabled by this Agreement 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, by-laws 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 have good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or are the sole holders 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 Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner 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*.

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

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

GRAND PRÉ WINES LIMITED

Witness

Per: Hanspeter Stutz

Schedule 'A'
Property Description

Copied from Property Online on November 22, 2019

PID 55221972

ALL and singular the land and premises situate at Grand Pre, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

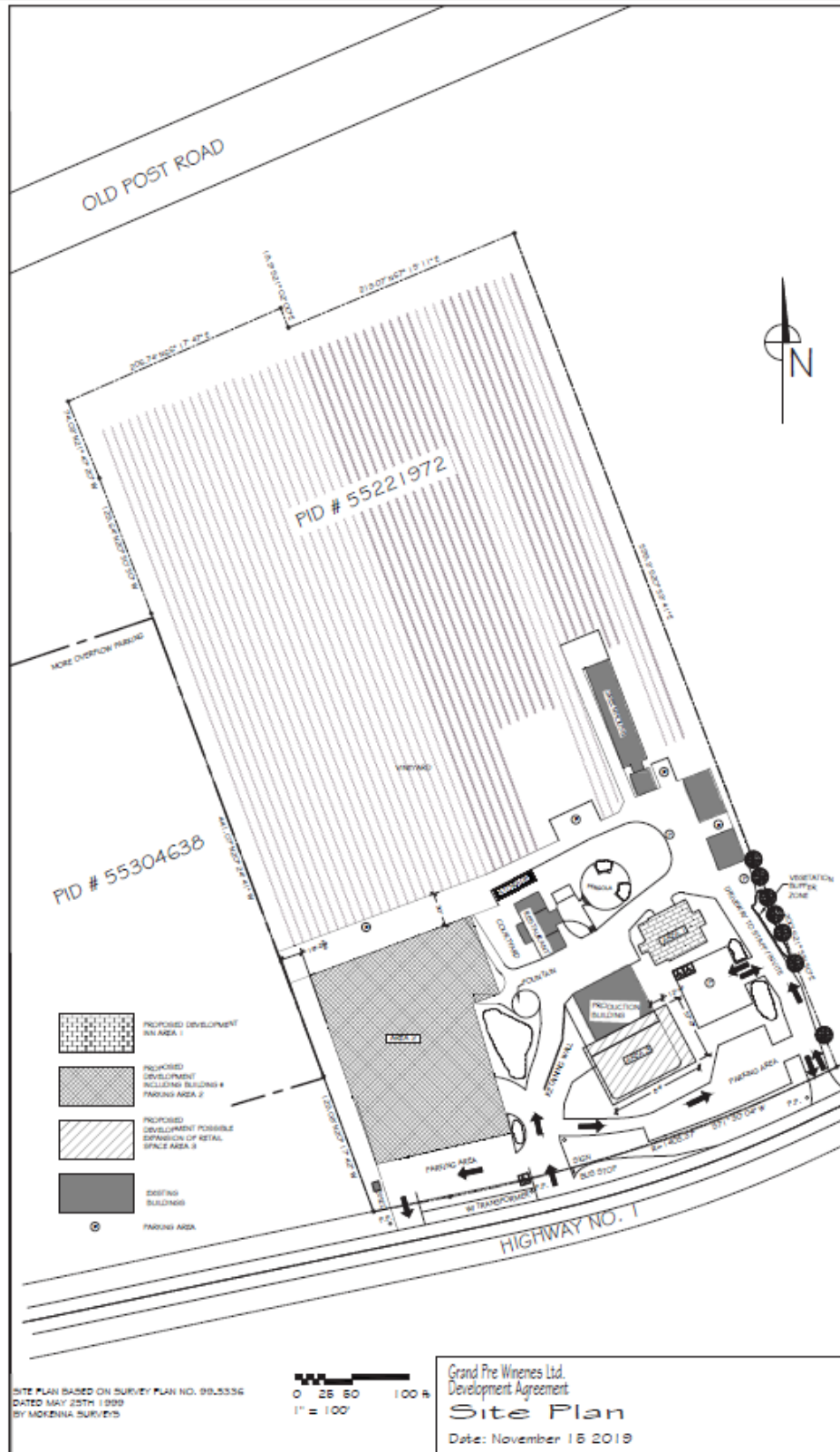
ON the South by the Main Post Road;

ON the West by lands of R. W. Woodman and of Leslie Fairn;

ON the North by lands belonging to L. Grant; and

ON the East by lands belonging to Roy Woodman, containing eight and one-half acres.

Schedule 'B' – Site Plan



SITE PLAN BASED ON SURVEY PLAN NO. 98.5336
DATED MAY 25TH 1999
BY MCKENNA SURVEYS

0 25 50 100 ft
1" = 100'

Grand Pre Winery Ltd.
Development Agreement
Site Plan
Date: November 16 2019

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-Law Map Amendment in Kingston**
Application for a land use bylaw map amendment to permit the rezoning of a portion of the property at 287 Main Street (PID 55086763), Kingston from the Residential Mixed Density (R3) Zone and the Central Business (C2) Zone to the Residential Medium Density (R4) Zone
File 19-15 (Scott Bishop)

From: Planning Staff

Date: February 4, 2020

Background

Scott Bishop has applied for a land use by-law map amendment to permit the rezoning of a portion of the property at 287 Main Street (PID 55086763), Kingston from the Residential Mixed Density (R3) Zone and the Central Business (C2) Zone to the Residential Medium Density (R4) Zone.

The Kingston Area Advisory Committee (AAC) reviewed the application and staff report on December 4, 2019. At this meeting, the Kingston AAC forwarded a positive recommendation to the Planning Advisory Committee. The Planning Advisory Committee, on December 10, 2019, forwarded a positive recommendation regarding the application to Council.

On January 7, 2020, Municipal Council gave First Reading to the proposed land use by-law map amendment and forwarded it on to this Public Hearing. The proposed motions are attached as Appendix A and Appendix B to this report.

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 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 Land Use Bylaw Map Amendment (Bylaw 75)

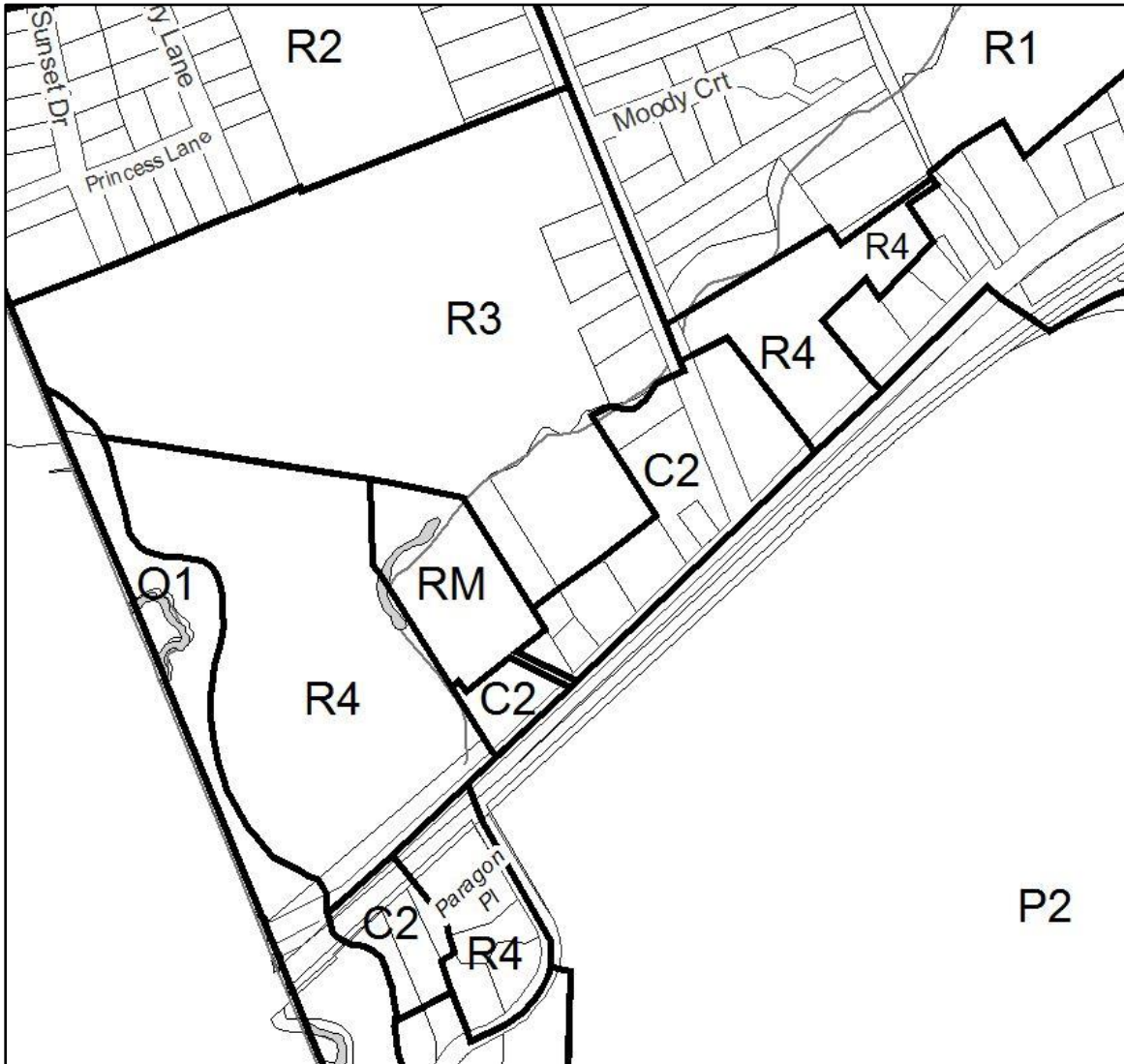
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use Bylaw Map Amendment to rezone a portion of the property at 287 Main Street - Highway #1 (PID55086763), Kingston from the Central Business (C2) Zone and the Residential Mixed Density (R3) Zone to the Residential Medium Density (R4) Zone.

BYLAW 75 Land Use Bylaw

1. Amend Schedule 8g, Zoning map for the Growth Centre of Kingston, by rezoning the property at 287 Main Street, Highway #1 (PID55086763), Kingston from the Central Business (C2) Zone and the Residential Mixed Density (R3) Zone to the Residential Medium Density (R4) Zone as shown on the inset copy of a portion of Schedule 8g below.



Appendix B: 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 a portion of the property at 287 Main Street - Highway #1 (PID55086763), Kingston from the Central Business (C2) Zone and the Residential Mixed Density (R3) Zone to the Residential Medium Density (R4) Zone.

BY-LAW 106 Land Use By-Law

2. Amend Map 8, Zoning map for the Growth Centre of Kingston, by rezoning the property at 287 Main Street, Highway #1 (PID55086763), Kingston from the Central Business (C2) Zone and the Residential Mixed Density (R3) Zone to the Residential Multi-unit (R4) Zone as shown on the inset copy of a portion of Map 8 below.

