



PUBLIC HEARING

Tuesday, April 21, 2020

9:00 A.M.

Held Remotely – watch/listen live at:

Any interested persons who wish to speak are invited to phone in their questions or comments, and listen to the meeting online at:

<https://www.countyofkings.ca> Follow the 'Listen Live' links / Icon
Phone # **902-690-6150**

The presentation slides are available online for viewing [here](#).

AGENDA

1. Call Meeting to Order
2. Application to rezone land at 197 JT Morse Road, Harmony from Forestry (F1) to Resource Extraction (M7) to permit an Asphalt Processing Plant – Mark Fredericks, GIS Planner Page 2
3. Application to enter into a substantive amendment to an existing development agreement to permit the development of a permanent structure for the purpose of hosting special events, e.g. weddings. – Will Robinson-Mushkat, Planner Page 5
4. Adjournment

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – REZONING in HARMONY**
Application to rezone land at 197 JT Morse Road in Harmony from Forestry (F1) to Resource Extraction (M7) to allow for an asphalt processing plant.
File #19-18 Ronald Robinson

From: Planning and Development Division

Date: April 21, 2020

Background

Ronald Robinson has applied to rezone the property at 197 JT Morse Road in Harmony (PID 55113179). The requested zone change is to permit the addition of an Asphalt Processing plant to an existing rock quarry on the site.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on February 11, 2020. At this meeting, the Committee forwarded a positive recommendation to Council.

On March 3, 2020, Municipal Council gave First Reading to the proposed rezoning and forwarded it on to this Public Hearing. The proposed rezoning amendments are 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 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

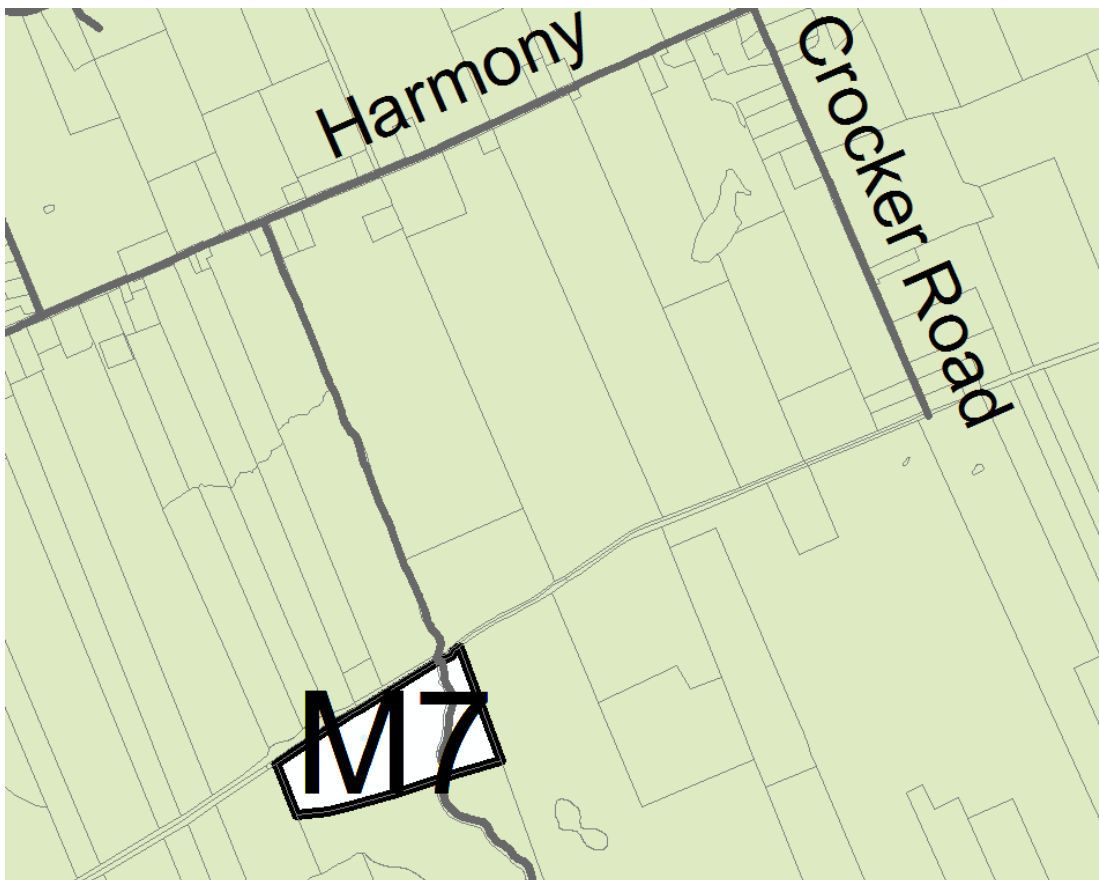
THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BYLAW # 75
COUNTY OF KINGS LAND USE BYLAW

Land Use Bylaw Map Amendment to rezone 197 JT Morse Road, Harmony NS (PID 55113179) from the Forestry (F1) Zone to the Resource Extraction (M7) Zone.

BYLAW 75 – LAND USE BYLAW

1. Amend Land Use Bylaw Schedule 1m, the Rural Zoning Map, by rezoning the property at 197 JT Morse Road, Harmony (PID 55113179) from the Forestry (F1) Zone to the Resource Extraction (M7) Zone as shown in the inset copy of a portion of Schedule 1m below.



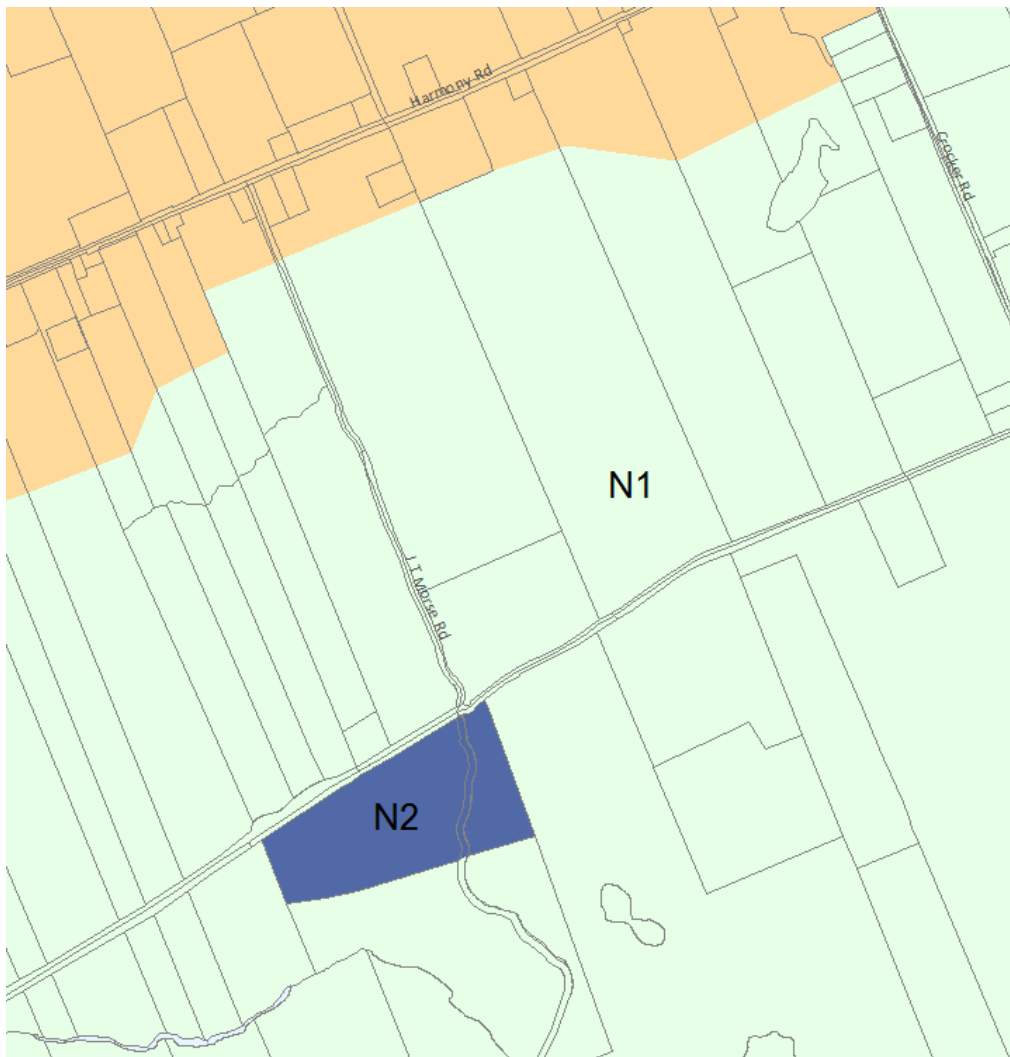
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

**Land Use By-law Map Amendment to rezone 197 JT Morse Road, Harmony NS
(PID 55113179) from the Resource (N1) Zone to the Aggregate Related Industry
(N2) Zone.**

BYLAW 106 – LAND USE BY-LAW

1. Amend Land Use By-law Map 13, the Rural Zoning Map, by rezoning the property at 197 JT Morse Road, Harmony (PID 55113179) from the Resource (N1) Zone to the Aggregate Related Industry (N2) Zone as shown in the inset copy of a portion of Map 13 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Substantive Amendment to Existing Development Agreement in Grand Pré

Application to enter into a substantive amendment to an existing development agreement to permit the development of a permanent structure for the purpose of hosting special events, e.g. weddings.

File #19-21 Beverly McClare

From: Planning Staff

Date: April 21, 2020

Background

Beverly McClare has applied to substantively amend the existing development agreement for the properties located at 11827 Highway #1 (PID 55231641 and PID 55231658), Grand Pré for the purpose of development a permanent structure for the purpose of hosting special events, e.g. weddings.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 10th, 2020. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 7th, 2020, Municipal Council gave Initial Consideration to the proposed amendment to the development agreement and forwarded it on to this Public Hearing. The proposed rezoning amendments are 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

Amending Development Agreement

THIS AMENDING AGREEMENT made this _____ day of _____, _____.

BETWEEN:

Beverly McClare, 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 Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 113760368 on December 18, 2018, affecting land described therein and now known as PID 55231641 and PID 55231658 ("Property");

WHEREAS the parties wish to amend the Development Agreement as hereinafter set forth; and

WHEREAS policies 3.7.10.2 and 3.2.8.2 of the Municipal Planning Strategy (Bylaw 56) and sections 5.2.7 and 5.2.14 of the Land Use Bylaw (Bylaw 75) provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the amendments are identified in the Development Agreement as matters that are substantive matters; and

WHEREAS policy 3.4.15 of the Municipal Planning Strategy (By-law 105) and section 8.3.5. 9(a) of the Land Use By-Law (By-law 106) provide that the use proposed through amending the existing development agreement may be permitted if authorized by a development agreement

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on XX of 2020, approved this amending agreement.

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

1. Section 1.3, Definitions, is deleted and replaced with the following:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public for events such as weddings and receptions.

- (c) *Special Event* means an event that takes place in an event venue and which is limited to: themed celebration, wedding, festival, or other similar uses
- (d) *Tea Room* means a location for the preparation and serving of tea, coffee, and other alcoholic and non-alcoholic beverages and the serving, but not preparation, of food such as sandwiches, cookies, scones, and other foods that do not require utensils and/or cutlery for their consumption.
- (e) *Tourist Cabin* means a building which primarily provides fixed roof accommodations for the travelling public and may or may not contain kitchen facilities.
- (f) *Interpretive Area* means an area used for providing tour groups with information respecting of the activities that occur on site.

2. Section 2.1 (d), is deleted and replaced with the following:

- (b) Special Events wholly contained within the area identified on Schedule B – site plan and may occur within a tent, permanent building, or a combination thereof;

3. Section 2.3, Architecture, is deleted and replaced with the following:

All buildings enabled by this Agreement, with the exception of temporary structures, shall be clad in horizontal or vertical clapboard or equivalent, or wood, masonry, stone, or metal in any combination and shall generally reflect the roof, door, and window style of the existing buildings on the Property and shall be a maximum of 35 feet in height.

4. Section 2.9, Parking and Loading Areas, is deleted and replaced with the following:

- (a) Parking spaces and loading areas for each use shall be provided in accordance with the requirements of the Land Use By-law for the applicable use and shall be located generally in accordance with Schedule B - Site Plan.
- (b) In addition to the spaces provided for pursuant to paragraph 2.9(a), a minimum of 50 parking spaces, inclusive of barrier-free spaces, as required by the National Building Code, shall be provided for the purposes of the area for Special Events. Required spaces for Special Events shall be provided within the general area designated in accordance with Schedule B - Site Plan and shall only be accessed via Old Post Road.
- (c) Deliveries for Special Events shall only take place from Old Post Road or Lower Grand Pré Road, within the parking areas as identified on Schedule B - Site Plan.

5. Section 2.13, Hours of Operation, is deleted and replaced with the following:

The hours of operation for Special Events listed in Section 2.1 (d) of this Agreement shall be from 9 am to 9 pm, inclusive, from Sunday to Thursday and from 9 am to 1159 pm, inclusive, on Friday, Saturday, and Sunday when preceding a holiday.

6. Section 2.14: Waste Collection, is added to the existing agreement through the amending agreement:

All organic and in-organic waste generated through the Special Events use shall be stored in appropriate containers for curbside collection.

7. Section 2.15: Noise Amplification, is added to the existing agreement through the amending agreement:

The amplification of sound (e.g. speakers) for Special Events shall be prohibited from occurring outside of an event venue structure.

8. Site Plan:

Schedule B – site plan, attached to the Development Agreement, is deleted and replaced with Schedule B – site plan attached to this Amending Agreement and which forms part of the Agreement.

This Amending Agreement is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement the Development Agreement, is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, which shall remain in full force and effect.

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 on 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:

BEVERLY MCCLARE

Witness

Beverley McClare

Schedule A

Property Description – Taken From Property On-line: February 14th, 2020

ALL that certain lot, piece or parcel of land situate lying and being at Grand Pre, in the County of Kings, and Province of Nova Scotia, and being more particularly bounded and described as follows:

BOUNDED on the North, East and South by Roads, and

ON the West by lands now or formerly belonging to Frank B. Fuller and lands now or formerly belonging to the Lower Horton Cemetery Company, containing five (5) acres, more or less.

SAVING AND EXCEPTING that lot of land conveyed to George Walford recorded at the Kings County Registry of Deeds in Book 604 at Page 356 and more particularly described as follows:

ALL that certain lot, piece or parcel of land situate lying and being at Grand Pre, in the County of Kings and Province of Nova Scotia, and being more particularly bounded and described as follows:

COMMENCING at a survey marker set on the western boundary of the Lower Grand Pre Road at a point North 82 degrees 14 minutes 40 seconds West a distance of 792.26 feet from Nova Scotia Control Monument No. 8391;

THENCE South 84 degrees 54 minutes 10 seconds West a distance of 338.02 feet to a survey marker set on the eastern boundary of lands of the Lower Horton Cemetery Company;

THENCE South 04 degrees 13 minutes 00 seconds East a distance of 135.52 feet to a survey marker set on the northern boundary of Highway No. 1;

THENCE in an easterly direction following the northern boundary of the said Highway No. 1 along an arc having a radius of 3,410 feet, a distance of 323.63 feet to a survey marker set at the point of intersection of the northern boundary of Highway No. 1, aforesaid, and the western boundary of the Lower Grand Pre Road, aforesaid;

THENCE along the western boundary of the Lower Grand Pre Road, aforesaid, North 01 degrees 53 minutes 00 seconds East a distance of 136.57 feet to a survey marker set being the point of commencement.

CONTAINING in all an area of 1.03 acres.

BEING AND INTENDED TO BE Parcel I.F.M.-1 as shown on a plan of survey drawn by Valley Surveys Limited dated September 14, 1981, as Plan No. 81-1330, said Plan being on file at the Kings County Registry of Deeds, Kentville, NS as Plan No. P-4818

BEING AND INTENDED TO BE part of those lands conveyed to Ivan Frank Morine and Muriel E. Morine by Deed recorded at the Kings County Registry of Deeds in Book 471 at Page 179.

FURTHER SAVING AND EXCEPTING THEREFROM ALL that certain lot, piece or parcel of land situate, lying and being at or near the District of Grand Pre, County of Kings, Province of Nova Scotia, as shown on Sheet 1 of 1 of the Province of Nova Scotia Department of Transportation plan Mitchell Hill Road from Grand Pre Road Easterly, dated November 5, 1971, latest revision July 10, 1986, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the boundary between lands of the Grantor and lands now or formerly of Lower Horton Cemetery with the south-western boundary of the reconstruction of Mitchell Hill Road and 33 feet perpendicularly distant from the center line of reconstruction thereof;

THENCE in a southeasterly direction parallel to said center line, a distance of 410 feet, more or less, to meet the northwestern boundary of Lower Grand Pre Road, so called;

THENCE in a northeasterly direction along the last mentioned road boundary, a distance of 17 feet, more or less, to meet the original southwestern boundary of aforesaid Mitchell Hill Road;

THENCE in a northwesterly direction following the several courses of the last mentioned road boundary, a distance of 415 feet, more or less, to meet the aforesaid boundary between lands of the Grantor and lands now or formerly of the Lower Horton Cemetery, being the point of beginning.

The above parcel of land contains in total 0.08 acre, more or less, and is shown on the aforementioned plan recorded at the Registry of Deeds Office for the County of Kings as plan number P-6519

The description for this parcel originates with a deed dated October 18, 1945, registered in the registration district of Kings County in Book 168 at Page 290 and the subdivision is validated by Section 291 of the Municipal Government Act.

Schedule B

Site Plan

