



# PUBLIC HEARING

**Tuesday, June 2, 2020**

**6:00 P.M.**

***Held Remotely – watch/listen live at:***

Any interested persons may listen to the meeting online at:

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

Any interested persons who wish to submit feedback or seek information are invited to email, call or write to the Manager of Planning and Development Services. Any feedback and questions received prior to noon on June 1, 2020 will be forwarded to Council prior to Final Consideration.

mail: 181 Coldbrook Village Park Dr. Coldbrook, NS B4R 1B9  
email: lmosher@countyofkings.ca  
telephone: 902-690-6102

## AGENDA

1. Call Meeting to Order
2. Recommencement of the May 19, 2020 Public Hearing:  
Application to enter into a development agreement to permit expanded tourism commercial uses at 555 Ross Creek Road. – Laura Mosher, Manager Planning and Development Services
3. Review of comments from the public
4. Adjournment

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Development Agreement**  
Application for a development agreement to permit expanded tourism commercial uses at 555 Ross Creek Road (PID 55015457)  
File: 18-17

**From:**        Planning and Development Services

**Date:**         May 5, 2020

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### **Background**

CoastArts Association has applied for a development agreement to permit expanded tourism commercial uses on the property at 555 Ross Creek Drive, Ross Creek. The proposed uses include a Tourist Lodge, Tourist cabins, an Arts and Cultural Centre, a full-service restaurant and an event venue in addition to the existing non-profit camp.

The application and staff report were reviewed by the Planning Advisory Committee on October 8, 2019. The Committee forwarded a positive recommendation to Council. Following this meeting, non-substantive changes were to the development agreement were requested and these changes were incorporated.

On March 3, 2020 Council gave Initial Consideration to the revised 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 scheduled for June 2, 2020. 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 – Draft Development Agreement**

THIS DEVELOPMENT AGREEMENT made this **X** day of **X** A.D., 2020

BETWEEN:

**COASTARTS ASSOCIATION**, of Canning, 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 are known as Property Identification (PID) Number 55015457; and

WHEREAS the Property Owner wishes to use the Property for tourist commercial and ancillary uses; and

WHEREAS the Property is situated within an area designated Forestry on the Future Land Use Map of the Municipal Planning Strategy, and zoned Forestry (F1); and

WHEREAS Policy 4.4.8.5, 3.3.2.8 f., and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.4.1 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 **X**, 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 By-law**

- (a) *Municipal Planning Strategy* means By-law 56 of the Municipality, approved on August 6, 1992, as amended, or successor by-laws.
- (b) *Land Use By-law* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor by-laws.
- (c) *Subdivision By-law* means By-law 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 By-law. Words not defined in the Land Use By-law 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) *Event Venue* means a location for the hosting of weddings, conferences, galas, and other similar events. Such a use may take place in an outdoor setting.
- (d) *Tourist Cabin* means overnight accommodations within separate buildings servicing the travelling public.
- (e) *Tourist Lodge* means a building containing overnight accommodations servicing the travelling public.

## **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 zone in the Land Use By-law (as may be amended from time-to-time), including a non-profit camp; and
- (b) tourist commercial uses 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. A Tourist Lodge containing no more than seven (7) guest rooms;
  - ii. Up to 12 Tourist Cabins. The total combined area for Tourist Cabins may not exceed 4,000 square feet and each individual Tourist Cabin may not exceed 500 square feet in size;
  - iii. An Arts and Cultural Centre to a maximum commercial floor area of 30,000 square feet. As part of this use, temporary outdoor seating and temporary staging shall be permitted and shall not be included in the calculation of the maximum permitted gross floor area;
  - iv. A Full-service Restaurant to a maximum commercial floor area of 2,000 square feet; and
  - v. An Event Venue operated as an accessory to the Arts and Cultural Centre and restaurant, which may also include the use of temporary structures such as tents.
- (c) publicly accessible trails

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

## **2.3 Signs**

- (a) Signage for the uses permitted in Section 2.2 Use, shall meet the following requirements:
  - i. One ground sign shall be permitted on the lot with a maximum sign area of 12 square feet and a maximum height of 10 feet;
  - ii. The total sign area of a wall sign shall not exceed 16 square feet;
  - iii. The total sign area of a projecting sign shall not exceed 12 square feet;
  - iv. The total number of signs on the property shall not exceed two;
  - v. Internally illuminated signs are prohibited;
  - vi. The Developer shall obtain a permit from the Municipality prior to the erection or installation of any sign; and
  - vii. Notwithstanding Section 2.3 (a) iv. and vi. above, any number of signs that identify building names or uses, or directional signs are permitted.
- (b) Except as otherwise provided in Section 2.3 (a) above, the sign provisions of the Land Use By-law, as may be amended from time to time, apply to any signs developed on the Property.
- (c) Signs otherwise permitted in the underlying zone shall be permitted in accordance with the Land Use By-law, as amended from time-to-time.

## **2.4 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.

## **2.5 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:

- (a) Parking spaces shall be provided at the following rates:
  - a. one space for each guest room within the Tourist Lodge;
  - b. one space for each Tourist Cabin;
  - c. one space for every sixty (60) square feet of commercial floor area for a Full-service Restaurant;
  - d. one space for every one hundred (100) square feet of commercial floor area for an Arts and Cultural Centre; and
  - e. one space for every employee for uses permitted by this Agreement.
- (b) Parking for uses permitted by this Agreement shall be wholly located within the Development Envelope.
- (c) All Parking areas for uses permitted by this Agreement shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles through the use of paving, vegetation or some other treatment.

## **2.7 Buffering and Landscaping**

- (a) Within the Development Envelope, the front yard shall be landscaped. Landscaping shall consist of a combination of grass, trees, flowers, or decorative stone work, and be provided in a manner that is sympathetic to the surrounding rural setting.
- (b) Within the Development Envelope, buffering that provides an effective visual and physical buffer between the development and adjacent properties shall be provided in the form of a minimum fifty (50) foot wide natural vegetative buffer between the proposed tourist commercial use and adjacent properties.

## **2.8 Access and Egress**

- (a) The number of access driveways onto the Property shall be limited to two (2). The minimum separation between access driveways shall be thirty (30) feet. Maximum width for an access driveway shall be twenty-five (25) feet.
- (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.

## **2.9 Architectural Design**

Construction of new buildings and alterations to existing buildings shall be done in a manner which is architecturally compatible with other buildings in the surrounding area. Construction of all buildings shall feature a pitched roof and use natural wall cladding materials including, but not limited to, wood, stone, stucco or brick. The height restrictions of the Rural Commercial (C9) Zone, or equivalent, shall apply for all new structures or renovations to structures intended for uses permitted by this Agreement.

## **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.

## **2.11 Hours of Operation**

The hours of operation for the Event Venue permitted in Section 2.2.1 (b) v. of this Agreement shall be between the hours of 7:00 am and 11:00 pm Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation on that Sunday shall be between the hours of 7:00 am and 12:00 am. Hours of operation on Fridays and Saturdays shall be between the hours of 7:00 am and 12:00 am.

## **2.12 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.

## **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; and
- (b) Changes to or substitution of the Site Plan contained in Schedule 'B' 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 Expiry Date**

The Property Owner shall sign this Agreement within 60 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 By-laws 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. Specifically, all permanent and temporary structures, including tents, erected on the Property are required to be in compliance with the National Building Code, where applicable.

## **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.

**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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joanne Linzey, Chair, CoastArts Association

**Schedule 'A'**  
**Property Description**

*Copied from Property Online on August 06, 2019*

PID 55015457

ALL that certain lot, piece or parcel of land and premises situate in Arlington (Ross Creek Road), Kings County, Nova Scotia, on the west side of the Ross Creek Road and more particularly bounded and described as follows:

BEGINNING at a stone pile on the northeast corner of lands belonging to Barbara Benjamin Blenkhorn running north along the Ross Creek Road One Hundred (100) rods to a stone pile on the southeast corner of lands belonging to Joseph E. Bennett;

THENCE westerly Two Hundred and Thirty-four (234) rods to a birch tree on the east side of a brook;

THENCE southeasterly along said brook Two Hundred and Twenty (220) rods;

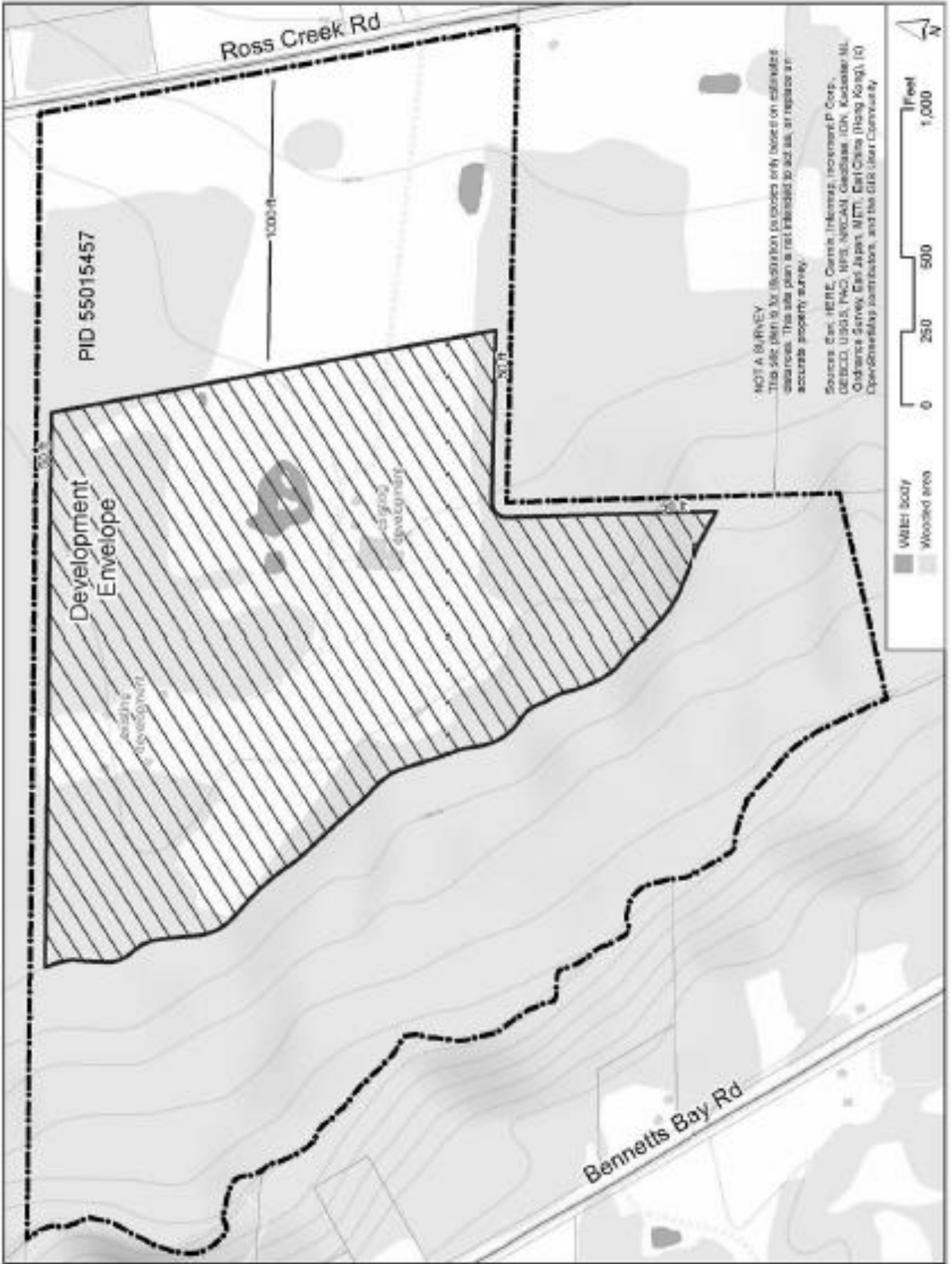
THENCE easterly Forty (40) rods to land of George Porter;

THENCE northerly along George Porters line Ninety-six (96) rods;

THENCE easterly Ninety-nine (99) rods to the stone pile at place of beginning on the Ross Creek Road.

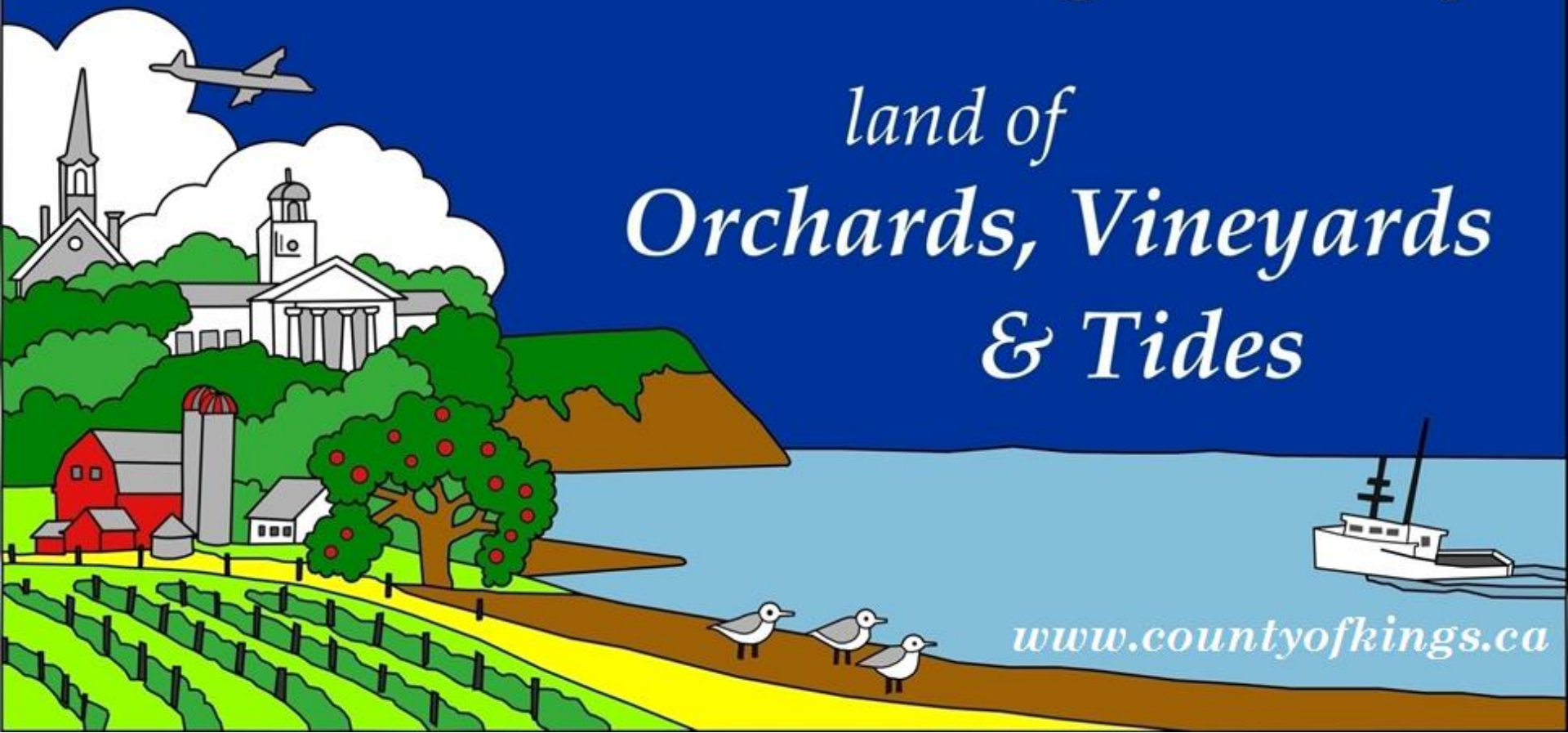
The description for this parcel originates with a deed dated January 3, 1923, registered in the registration district of Kings in book 144 at page 393 and the subdivision is validated by Section 291 of the Municipal Government Act.

## Schedule 'B' Site Plan



*Welcome to Kings County*

*land of  
Orchards, Vineyards  
& Tides*



[www.countyofkings.ca](http://www.countyofkings.ca)

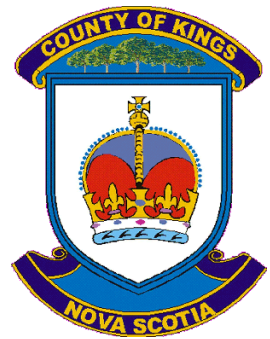
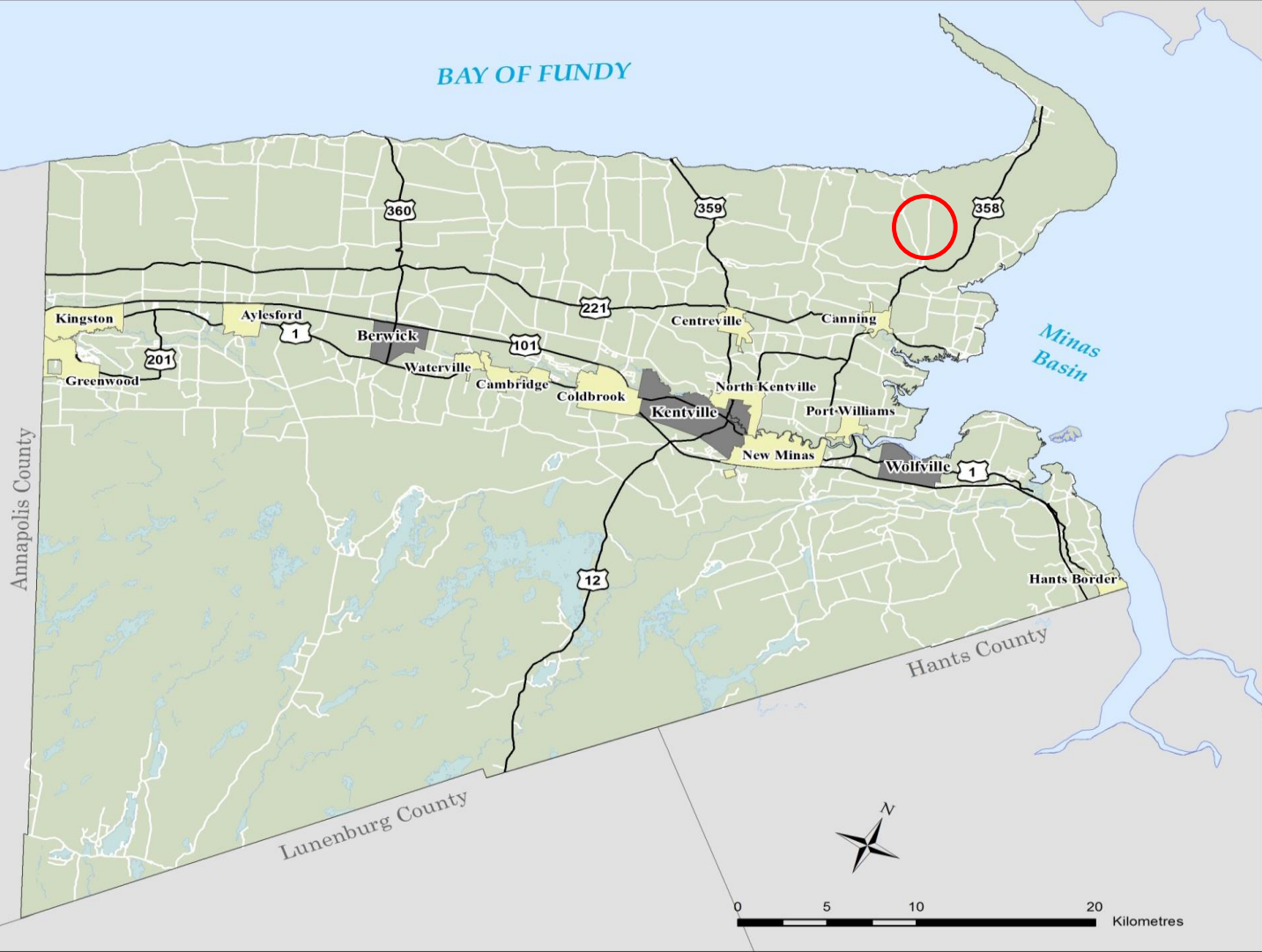




# Public Hearing

Ross Creek Centre for  
The Arts

Laura Mosher, Manager  
555 Ross Creek Road  
File # 18-17  
May 19, 2020



# Proposal

Legalize and expand current operations:

- Theatre productions
- Visiting artists accommodations and workshops
  - Add 2 more artists cabins
- Events
- Full Service Restaurant

Expand camp use:

- Add more camp cabins
- Build permanent, year-round dining hall



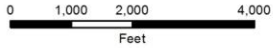


# Ross Creek

Ross Creek

Air Photo Map

File #18-17



Source: Digital Property Records Database, NSGC (2016)

Charles Rand Rd

Bennetts Bay Rd

**Subject  
Property**

Ross Creek Rd

Highway 358

bing™

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# Maps



### Future Land Use Designations

-  Country Residential
-  Forestry

## Ross Creek

### Ross Creek

Future Land Use Map

File #18-17



Source: Digital Property Records Database, NSGC (2016)

Charles Rand Rd

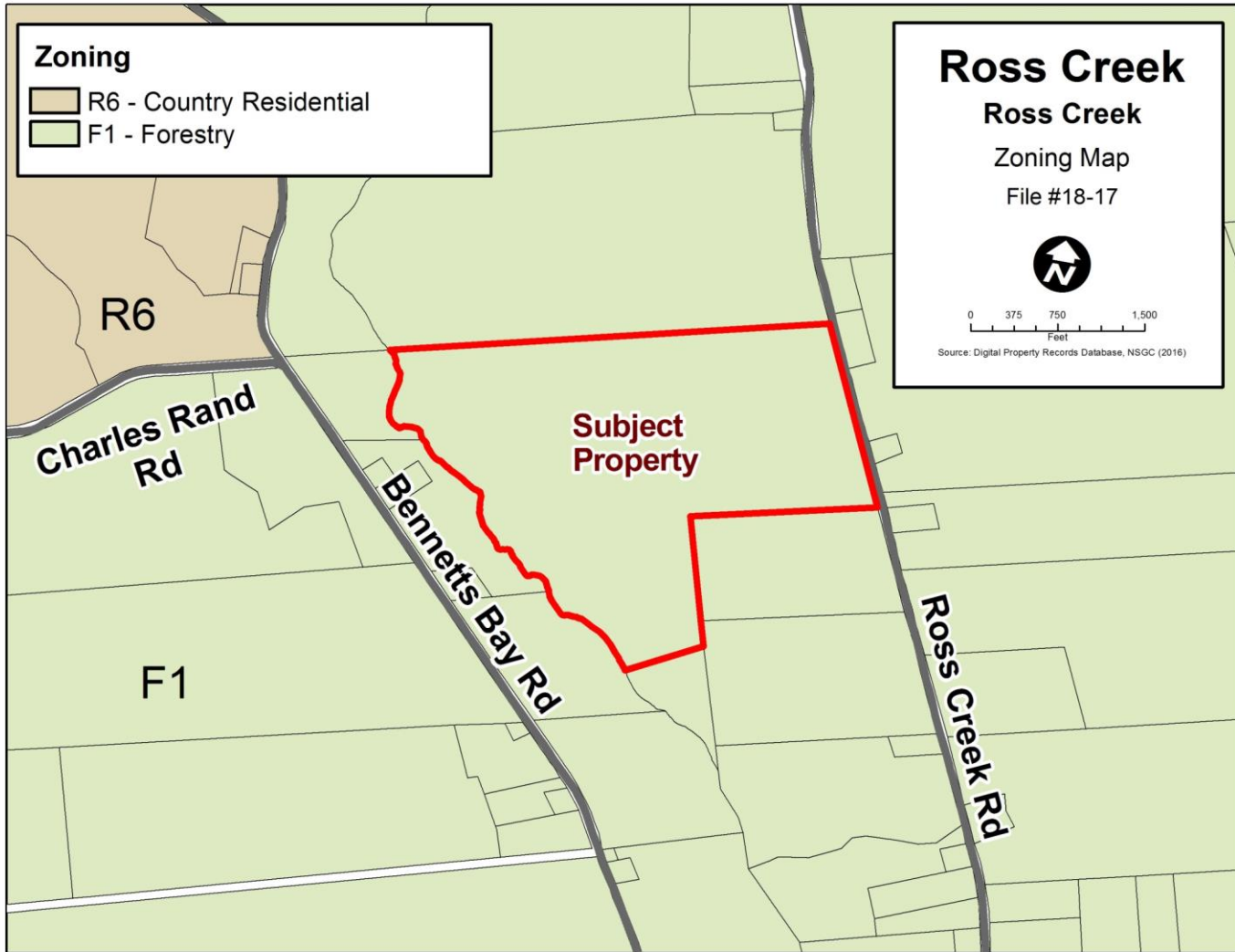
Bennetts Bay Rd

Ross Creek Rd

Subject Property

# Maps





# Maps



# Policy Review

## MPS Policy 4.4.8.5

Proposals for larger scale tourist commercial facilities for lodging, food services, and ancillary uses...in the Forestry...Districts...shall be considered by Development Agreement, in accordance with the provisions below:



# Policy Review

## MPS Policy 4.4.8.5

- a) Facilities must be architecturally compatible
- b) Adequate buffering must be provided
- c) Site alteration must be sympathetic to the natural landscape
- d) Site must be able to accommodate on-site septic systems





# General Development Agreement Criteria

## MPS Policy 6.3.3

- *proposal is in keeping with the intent of the MPS*
- *financial impact on the municipality*
- *feasibility of services*
- *adequate storm drainage*
- *risk of pollution/contamination of watercourse*



# General Development Agreement Criteria

## MPS Policy 6.3.3 (continued)

- *road networks*
- *schools, recreation and other community facilities*
- *fire protection*
- *development form*
- *suitability of site – grades, soil, geological*



# General Development Agreement Criteria

## MPS Policy 6.3.3 (continued)

- *traffic generation*
- *compatibility*



# Draft Development Agreement

Draft DA enables:

-tourist commercial uses:

- tourist lodge up to 7 rooms
- up to 12 cabins up to 4,000 square feet – each cabin no more than 500 square feet
- 30,000 square feet for programming building
- 2,000 square foot restaurant
- Event venue, including tents
- Publicly accessible trails



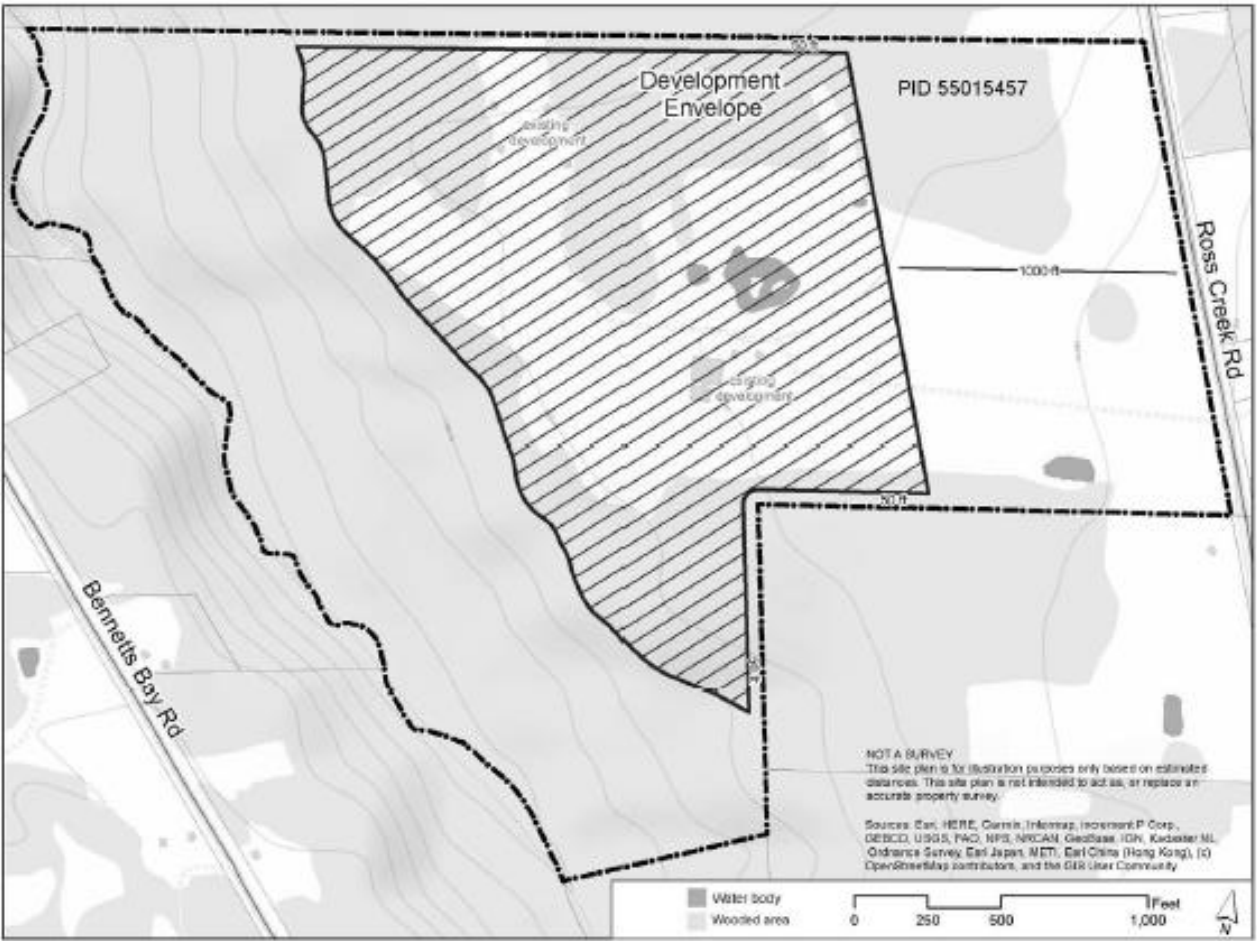
# Draft Development Agreement

Draft DA controls:

- signs
- parking
- landscaping and buffering
- architectural design
- hours of operation



# Draft Development Agreement



# Development Agreement



A total of 18 letters were sent to neighbouring properties

Public Hearing is also advertised in the local newspaper on May 5<sup>th</sup> and May 12<sup>th</sup>

Complete Application Received

PIM (if needed) – Oct 9/18

Staff Review

AAC (if needed)

Planning Advisory Committee – Oct 8/19

Initial Consideration – Mar 3/20

Public Hearing

Final Consideration – June 2/20

14 day appeal period

