



# **PUBLIC HEARING**

**Tuesday, December 1, 2020**

**6:00 P.M.**

## **AGENDA**

This Public Hearing will be held in person in the Council Chambers, 181 Coldbrook Village Park Drive, Coldbrook. Any persons 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 [municipalclerk@countyofkings.ca](mailto:municipalclerk@countyofkings.ca) or call 902-690-2566. All those in attendance will be required to wear a face mask, with Council and Staff removing masks once seated.

You can also listen live by visiting [www.countyofkings.ca](http://www.countyofkings.ca) and following the "Listen Live" link.

1. Call Meeting to Order
2. Application to enter into a substantive amendment to an existing development agreement to permit the development of a deck for a permitted event venue use File #20-08 Michelle and Jason Dingwall
3. Adjournment

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject: Public Hearing – Substantive Amendment to Existing Development Agreement in Nicholasville**

Application to enter into a substantive amendment to an existing development agreement to permit the development of a deck for a permitted event venue use

**File #20-08 Michelle and Jason Dingwall**

**From:** Planning Staff

**Date:** December 1, 2020

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### **Background**

Michelle and Jason Dingwall have applied to substantively amend the existing development agreement for the property located at 440 Canaan Road (PID 55526461), Nicholasville. The amending agreement would permit the construction of a deck, to be affixed to an existing barn, for an event venue use permitted by the existing agreement.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on October 13<sup>th</sup>, 2020. At this meeting, the Committee forwarded a positive recommendation to Council.

On November 3<sup>rd</sup>, 2020, Municipal Council gave Initial Consideration to the proposed amendment to the development agreement and forwarded it on to this Public Hearing. The proposed amendments to the existing development agreement 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:

**JASON C. DINGWALL AND MICHELLE L. DINGWALL**, of Nicholsville, 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 parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 113282900 on September 20, 2018, affecting land described therein and now known as PID 55526461 (hereinafter called the "Property");

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

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

WHEREAS policy 2.5.13 of the Municipal Planning Strategy (By-law 105) and section 8.4.5. (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 (c), Definitions, is deleted and replaced with the following:

(c) *Event Venue* means a location for the hosting of weddings, conferences, galas, and other similar events. Such a use may include the use of indoor and outdoor spaces with or without the use of tents or other temporary structures for use by the public and may include a commercial kitchen. This definition does not include a restaurant serving the traveling public. For greater clarity, "*Event Venue*" replaces "*Indoor Event Venue*" throughout the document.

2. Section 1.3 (e), Definitions, is added to the section:

(e) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public and/or for serving special events and is accessory to the Event Venue use.

3. Section 2.2.1 (iii), is deleted and replaced with the following:

(iii) Event Venue wholly contained within the area identified as “proposed Event Venue” and “foundation” on Schedule B – Site Plan, and consisting of the existing barn, deck, or combination thereof. The existing barn may be expanded by as much as 50% of the existing building footprint to accommodate a commercial kitchen and bathrooms in the future.

(iv) The use of tents or other temporary structures for the operation of the Event Venue is permitted within the Development Envelope identified on Schedule B – Site Plan subject to an inspection for fire and life safety.

4. Section 2.13: Amplified Sound, is added:

The amplification of sound (e.g. speakers) for special events shall be prohibited from occurring outside of the “proposed Event Venue” as identified on Schedule B – Site Plan. For greater clarity, the amplification of sound is prohibited to occur within a tent or on a deck.

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:

**JASON C. DINGWALL**  
**MICHELLE L. DINGWALL**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jason C. Dingwall

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michelle L. Dingwall

## Schedule A

### Property Description – Taken From Property On-line: September 25<sup>th</sup>, 2020

All that lot of land situate at Nicholsville/Morristown, in the County of Kings, and Province of Nova Scotia, more particularly bounded and described as follows:

Beginning at a point on the south sideline of the Canaan Road, at the northeast corner of lands conveyed by Hilton Lutz to Phyllis Lutz, by deed dated March 6, 1996, and recorded in the Registry of Deeds for Kings County on March 11, 1996 in Book 1051 at Page 312 as Document number 1850;

Thence in a southerly direction along the east side line of lands of Phyllis Lutz, and lands conveyed by Nellie Lutz to Hilton Lutz by deed dated June 17, 2008 and recorded in the Registry of Deeds for Kings County on June 17, 2008, as Document number 90936841, a total distance of 1,100 feet;

Thence in an easterly direction, and parallel to the south sideline of the Canaan Road, a distance of 1,100 feet to a point;

Thence in an northerly direction, and parallel to the east sideline of lands of Hilton Lutz and Phyllis Lutz, a distance of 1,100 feet to the south sideline of the Canaan Road;

Thence in a westerly direction, along the south sideline of the Canaan Road, a distance of 1,100 feet to the point of Beginning. Containing 27.778 acres.

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

#### Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(a) where all lots to be created, including the remainder lot exceed ten hectares in area.