



PUBLIC HEARING

Monday, March 8, 2021

6:00 P.M.

Council Chambers

(rescheduled from March 2, 2021)

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 municipalclerk@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 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

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1. Call Meeting to Order	
2. Development Agreement to permit an event venue and mobile canteen uses accessory to an active farm business at 9146 Highway 221 (PID 55468086), Sheffield Mills – File # 20-02	2
3. Land Use By-Law Map Amendment to permit rezoning from the Residential One and Two Unit (R2) Zone to the Residential Multi-Unit (R4) Zone for the property located at 673 Cambridge Road (PID 55485700), Cambridge – File # 20-12	15
4. Adjournment	

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement Application in Sheffield Mills

Application to enter into a development agreement to permit an event venue and mobile canteens accessory to an operating farm business - 9146 Highway 221(PID 55468086), Sheffield Mills

File #20-02 Matthew Harvie

From: Planning Staff

Date: March 2, 2021

Background

Matthew Harvie, Millstone Harvest Brewhouse, has applied for a development agreement to permit mobile canteens and event venue uses, accessory to the current agricultural and farm supportive uses at 9146 Highway 221 (PID 55468086), Sheffield Mills.

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

On February 11th, 2021, Municipal Council gave Initial Consideration to the proposed amendment to the development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached to this report 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

Proposed Development Agreement

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D., 2021

BETWEEN:

MC POULTRY Limited, of Sheffield Mills, 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 55468086; and

WHEREAS the Property Owner wish to use the Property for an Event Venue and Mobile Canteen(s); and

WHEREAS the Property is situated within an area designated Agricultural (A) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1); and

WHEREAS Policy 3.2.8.2.1 and Policy 3.2.8.2.2 of Bylaw #56 (Municipal Planning Strategy) and Clause 5.2.13 of Bylaw #75 (Land Use Bylaw) and Policy 3.4.15 of By-Law #105 (Municipal Planning Strategy) and Clause 8.3.5 (a) of By-Law #106 (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 (herein after called the '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**, 2021, 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, and replaced by By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor bylaws.
- (b) *Land Use By-law* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, and replaced by By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor bylaws.
- (c) *Vendors By-law* means By-law 90 of the Municipality, enacted on August 7, 2007, 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 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 area identified on Schedule B – Site Plan in which the uses enabled by the development agreement are to occur
- (c) *Mobile Canteen* means a vehicle used for the display, storage, transportation or sale of food or beverages by a mobile vendor, as defined by the Vendors By-law (By-law #90).
- (d) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public and/or for serving the Event Venue use.

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 Event Venue, wholly contained within the Development Envelope and accessory to the existing Farm Supportive Use;
 - i. The existing building footprint can be expanded up to 1200 square feet in the future to accommodate the Event Venue use, provided any expansion occurs wholly within the development envelope.
 - ii. For greater clarity, any tents associated with the Event Venue use are only permitted to be erected within the development envelope, from May 1st to November 1st, inclusive.
- (c) One or more Mobile Canteens, wholly contained within the Development Envelope as accessory to the Farm Supportive Use and subject to By-law #90, Vendors By-law.
- (d) Accessory uses to any permitted uses.

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 on the Property shall be limited to:
 - i. one ground sign, measuring no more than 100 square feet in size and no more than 15 feet in height
 - ii. One roof sign on the Property;
 - iii. wall signs in accordance with the Land Use By-law.

- (b) The signs permitted in Section 2.3 (a) above shall only be constructed of wood and/or metal and shall not be internally lit or obstruct the sight lines at the driveway entrance/exits.
- (c) The Property Owner shall obtain a development permit from the Development Officer prior to the erection or installation of any sign.

2.4 Hours of Operation

The hours of operation for the uses enabled by this agreement shall be in accordance with the following:

- (a) The hours of operation for the Event Venue as defined in Section 2.2.1 (b) shall be between the hours of 9:00 a.m. and 11:00 p.m. Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation shall be between the hours of 9:00 a.m. and 12:00 a.m. Hours of operation on Fridays and Saturdays shall be between the hours of 9:00 a.m. and 12:00 a.m.
- (b) The hours of operation for the Mobile Canteen use as defined in Section 2.2.1 (c) shall be between the hours of 12:00 p.m. and 7:30 p.m. daily.

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 the parking area identified on Schedule 'B' – Site plan and the identified area shall not be reduced in size;
- (b) Parking locations shall comply with the requirements of the *National Building Code*;

- (c) The parking area shall be developed and maintained with a stable, permeable surface.

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) Access shall be provided in general accordance with Schedule 'B', Site Plan.

2.9 Architectural Design

Any reconstruction, alteration or development of new permanent buildings and structures for uses enabled by this Agreement shall be carried out in a manner which is architecturally compatible with other buildings in the surrounding area and shall be wholly contained within the development envelope identified on Schedule 'B' - Site Plan. 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.

2.13 Noise Amplification

- (a) The amplification of sound (e.g. speakers) for the Event Venue use as enabled by this agreement shall comply with the hours of operation as defined in Section 2.4 (a) and shall only occur indoors or within a tent erected for the Event Venue use
- (b) The amplification of sound (e.g. speakers) for the Mobile Canteen use enabled by this agreement shall comply with the hours of operation as defined in Section 2.4 (b)
- (c) The amplification of sound (e.g. speakers) for special events shall be prohibited from occurring outside of the development envelope identified on Schedule 'B' – Site Plan.

2.14 Outdoor Storage and Display

Outdoor storage and display are prohibited except for outdoor storage associated with uses permitted in the underlying zone.

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, unless noted within Section 2.2; and
 - (b) Development that would result in any change to Schedule 'B', Site Plan for uses specifically enabled by this Agreement. Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.
- 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 90 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*.

PART 6 ACKNOWLEDGEMENT OF FARMING PRACTICES

The Property Owner acknowledges that the Property is located in an area of active agricultural practices and agricultural processing industries, which may generate traffic, noise, dust, and odors. The Property Owner recognizes the right of surrounding landowners to carry on activities normally associated with farming and related businesses.

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:

MC POULTRY LIMITED

Witness

Matthew Harvie

Witness

Carolyn Harvie

Schedule 'A' - Property Description

Copied from Property Online on October 27th, 2020

ALL that following described lot of land situate at Sheffield Mills in the County of Kings:

COMMENCING at the north-west corner of the farm of land conveyed to Benjamin Borden Senior by Deed from Benjamin Borden and Lavinia his wife;

THENCE running easterly thirty-four and one-half rods to the centre of the said farm;

THENCE running southerly by the centre line to the Main Road known by the name of Borden Street;

THENCE running westerly ten rods and twelve feet;

THENCE running southerly eleven rods and five feet;

THENCE running easterly ten rods and twelve feet to the centre of said farm;

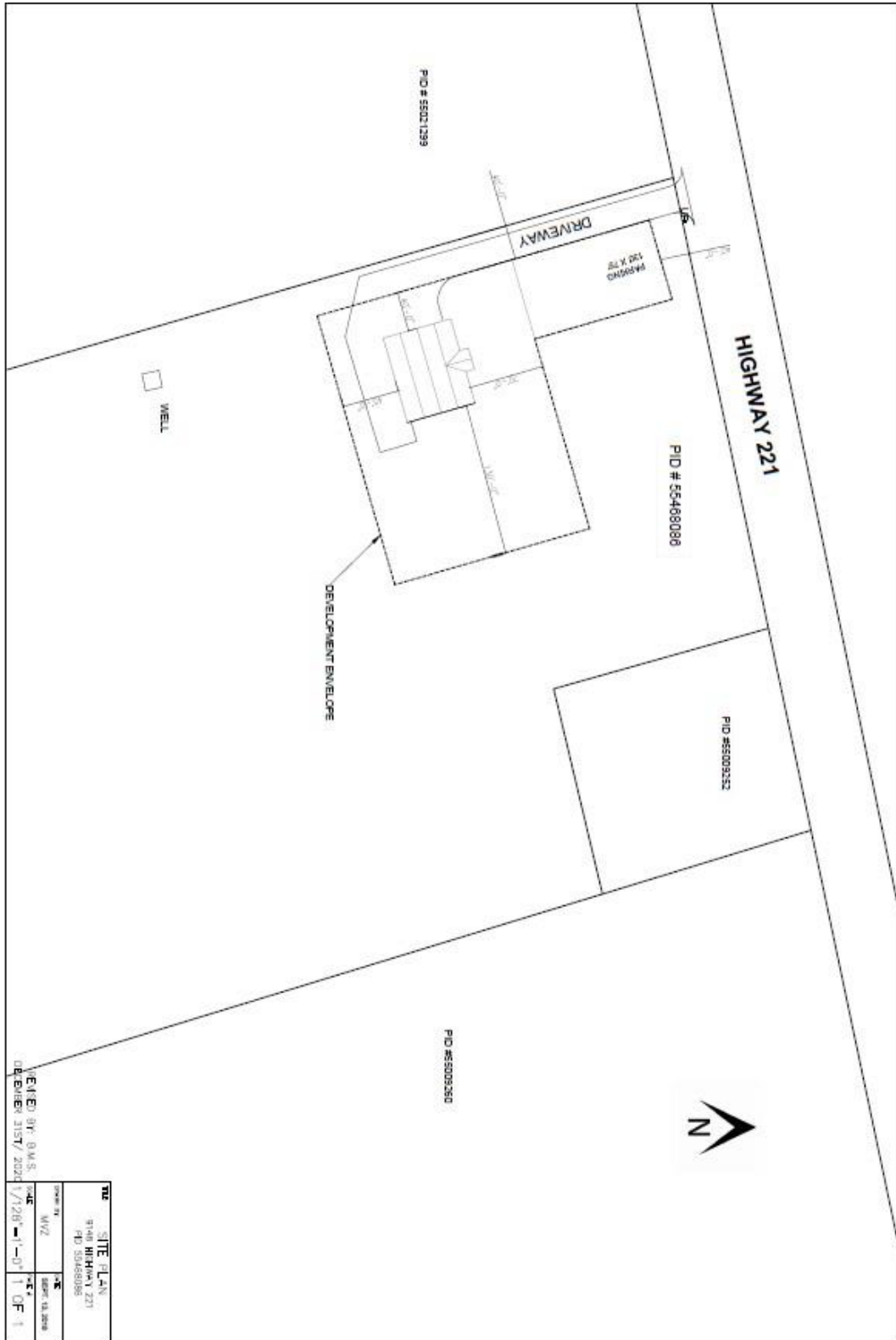
THENCE running southerly to lands owned by William Rand;

THENCE running westerly thirty-four and one-half rods;

THENCE running northerly by lands owned by Ephraim Kinsman to the place of BEGINNING.

SAVING AND EXCEPTING all those lands north of Borden Street

Schedule 'B' – Site Plan



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-Law Map Amendment in Cambridge**
Application for a land use by-law map amendment to permit the rezoning of 673 Cambridge Road (PID 55484700), Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone.
File 20-12 (Camro Place Ltd.)

From: Planning Staff

Date: March 2, 2021

Background

Kevin Roscoe, Camro Place Ltd. submitted a planning application for a land use by-law map amendment to rezone the property at 673 Cambridge Road (PID 55485700), Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone.

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

On February 11, 2021, Municipal Council gave First Reading to the proposed land use by-law map amendment and forwarded it on to this Public Hearing. The proposed motion is attached to this report 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: Proposed Land Use Bylaw Map Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use Bylaw Map Amendment to rezone the property at 673 Cambridge Road (PID 55485700), Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi-Unit (R4) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 2, Cambridge, by rezoning PID 55485700, Cambridge from the Residential One and Two Unit (R2) Zone to the Residential Multi Unit (R4) Zone, as shown on the inset copy of a portion of Map 2 below.

