



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday, July 5, 2022

6:00 P.M.

Council Chambers

The meeting will be held in person in the Council Chambers, 181 Coldbrook Village Park Drive, Coldbrook. Attendees are encouraged to wear masks and practice physical distancing. Members of the public can also listen live by visiting www.countyofkings.ca and following the “Listen Live” link.

AGENDA

	Page
1. Call Meeting to Order	
2. Application to enter into a development agreement at 2204 Highway 221, Dempsey’s Corner (PID 55090740) (File #21-14, Will Robinson-Mushkat)	2
3. Application to discharge an existing development agreement and rezone a portion of the property at 130 Cornwallis Avenue, New Minas (PID 55206247) (File #22-10, Laura Mosher)	12
4. Application to enter into a development agreement at the Southeast quadrant of J Jordan Road and Summer Street, Canning (PID 55354385, 55008627 and 55384796) (File #21-21, Laura Mosher) Postponed until July 26th, 2022	
5. Adjournment	

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Dempseys Corner**
Application to enter into a Development Agreement to permit the development of a farm dwelling accessory to a farming business on the property located at 2204 Highway 221 (PID 55090740), Dempseys Corner.

File 21-14 (Renoyld Dyck and Ocean Robillard)

From: Planning Staff

Date: July 5, 2022

Background

Renoyld Dyck and Ocean Robillard have applied to enter into a Development Agreement to permit the development of a farm dwelling accessory to a farming business on the property located at 2204 Highway 221 (PID 55090740), Dempseys Corner.

The Planning Advisory Committee (PAC) reviewed the application and staff report on May 10, 2022. At this meeting, PAC forwarded a positive recommendation regarding the application to Council.

On June 7, 2022, Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The draft development agreement is attached as Appendix A 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 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

Renoyld Dyck and **Ocean Robillard** of Kingston, Nova Scotia, hereinafter called the "Property Owners",

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 55090740; and

WHEREAS the Property Owner wishes to use the Property for an apple farm and a farm dwelling accessory thereto.

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

WHEREAS policy 3.4.17 the Municipal Planning Strategy and section 8.3.5 (c) 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 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 105 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 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.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

That the Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a farm dwelling having no more than two residential units.

2.2 Site Plan

Uses enabled by this agreement shall be developed in general conformance to Schedule B - Site Plan.

2.3 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.

2.4 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are permitted except as may be required by the road authority for the purpose of creating or expanding a public right of way on the Property.

2.5 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities 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.

2.6 Lighting

The Property Owner shall ensure that any lights used for illumination of the Property or signs shall be arranged so as to divert light away from streets and neighbouring properties.

2.7 Servicing

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and at the Property Owner's expense.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

3.2 The following matters are substantive matters:

(a) The uses enabled on the property by this Agreement as listed in Section 2.1(b) of this agreement.

3.3 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over 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 , 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.

- 3.4** 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 following the provision of proof of registration of the farming business with Canada Revenue Agency.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use permitted by this Agreement may be commenced on the Property until the Municipality has issued the required Development Permits and Building Permits

4.2 Drawings to be Provided

When an engineered design is required development enabled by this Agreement, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 90 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;
- (b) The Developer shall commence construction within two (2) years of recording this Agreement at the Registry of Deeds.

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, bylaws 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 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Interpretation

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

5.9 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 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 and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper designing 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

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Reynold Dyck

Date

Witness

Ocean Robillard

Date

Schedule A: Property Description

Taken from Property Online: November 16, 2021

ALL that certain tract or parcel of land and premises situate , lying and being in Aylesford, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

BEGINNING on the South line of lands formerly owned by Austin Balsor on the brow of the North Mountain and at the Northwest corner of land formerly owned by Burpee Graves, later said to belong to Hedley Graves;

THENCE running West 10 degrees South by the said Balsors land 40 rods;

THENCE South 10 degrees East by said Balsors East line to lands of Reuben Palmer;

THENCE East 10 degrees North 40 rods to the said Graves West line;

THENCE North 10 degrees West by said lands formerly of Burpee Graves, later said to belong to Jason Graves, to the place of Beginning.

Containing by estimation 90 acres, more or less.

SAVE AND EXCEPTING all those lands lying on the north side of Highway No. 221.

ALSO SAVE AND EXCEPTING those lands that comprise part of Highway No. 221

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

Not Subject To:

THE PARCEL IS THE REMAINDER OF LANDS THAT HAVE BEEN SUBDIVIDED BY A PUBLIC HIGHWAY.

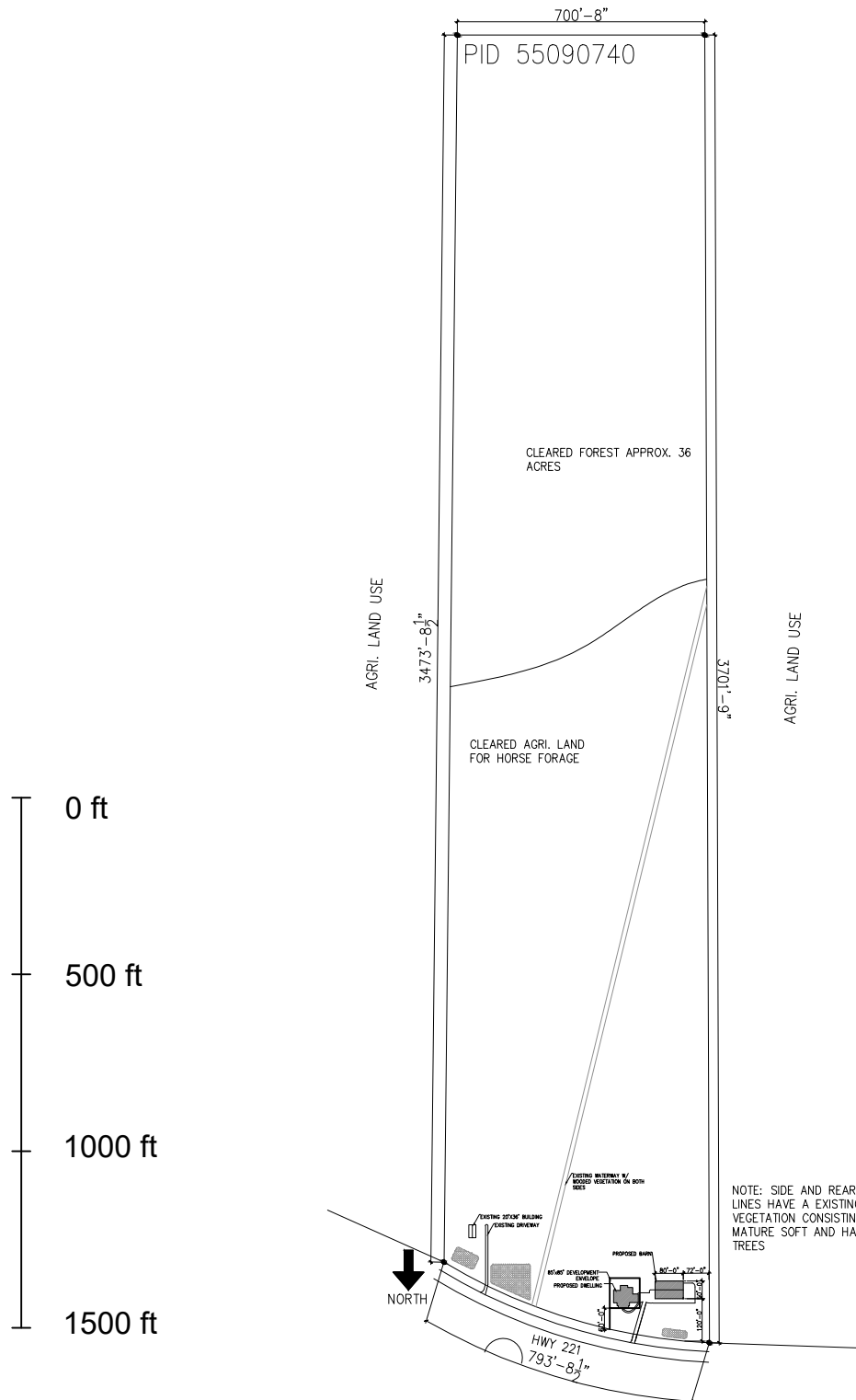
Schedule B: Site Plan

DYCK DEVELOPMENT APPROVAL



SITE: 2204-HWY-221	C1	211002	17.12.21
	DRAWING NO.	PROJECT NO.	DATE.
TITLE: SITE-PLAN-	1'-0" = 500' SCALE AT A4.	B.M.S DRAWN.	T.P. CHECKED.
			REVISION.

REVISED JAN. 28/ 2022
B.M.S
REVISED FEB. 3/ 2022
B.M.S
REVISED MARCH. 8/ 2022
B.M.S
REVISED MARCH. 9/ 2022
B.M.S



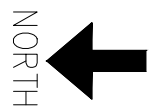
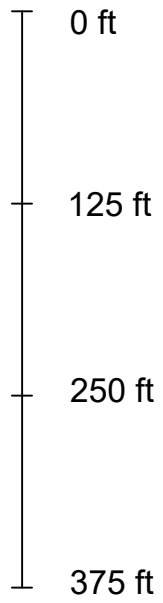
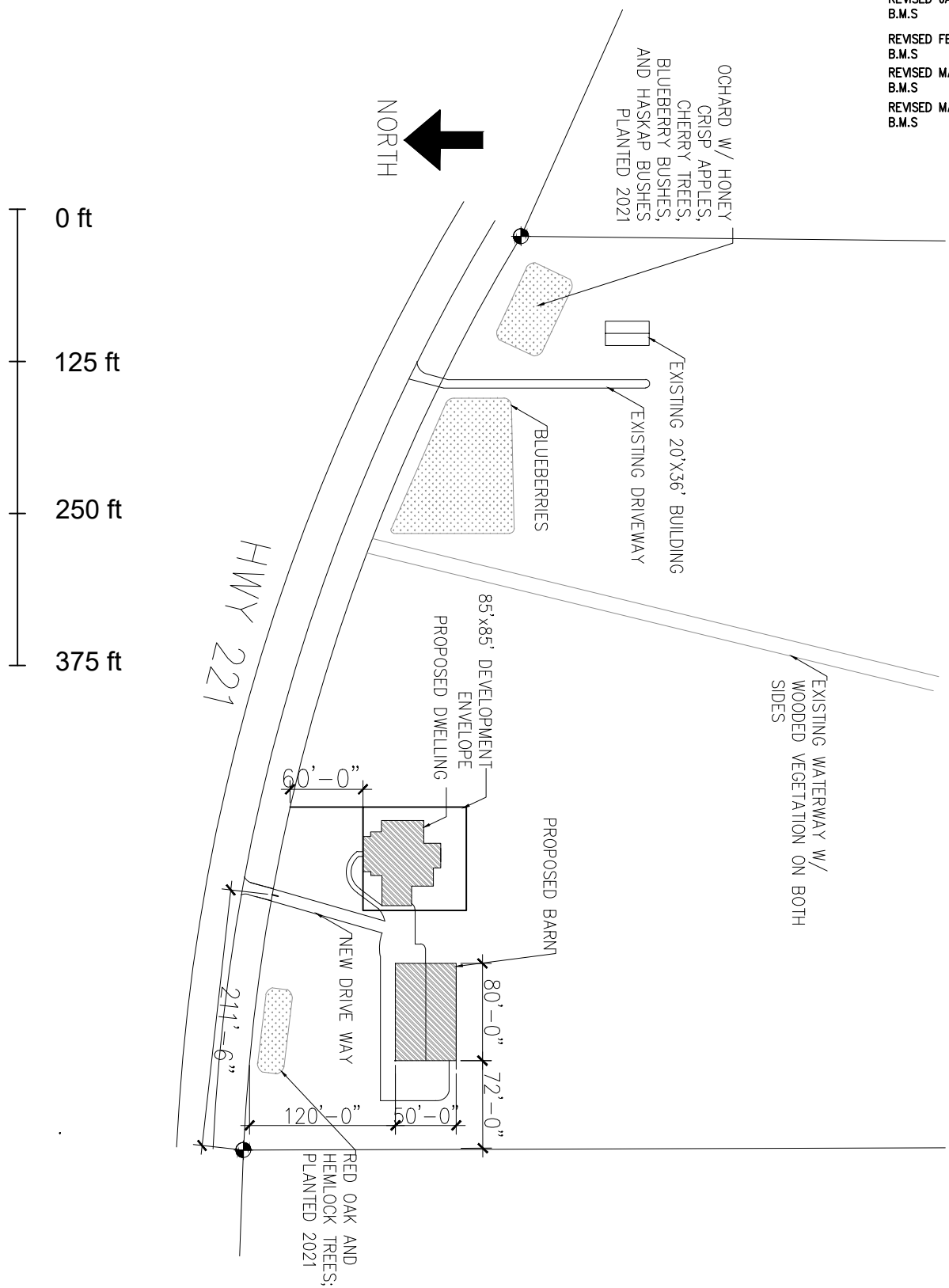
NOTE: SIDE AND REAR PROPER LINES HAVE AN EXISTING CONT. VEGETATION CONSISTING OF MATURE SOFT AND HARDWOOD TREES

DYCK DEVELOPMENT APPROVAL



SITE: 2204-HWY-221	C2	211002	17.12.21
	DRAWING NO.	PROJECT NO.	DATE.
TITLE: SITE-PLAN-ENLARGED	1'-0" = 1/128"	B.M.S	T.P.
	SCALE AT A4.	DRAWN.	CHECKED.
			REVISION.

- REVISED JAN. 28/ 2022
B.M.S
- REVISED FEB. 3/ 2022
B.M.S
- REVISED MARCH. 8/ 2022
B.M.S
- REVISED MARCH. 9/ 2022
B.M.S



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-law Amendment in New Minas**
Application to rezone a portion of the property at 130 Cornwallis Avenue from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone
File # 22-10 (Marc Comeau)

From: Planning and Development Department

Date: July 5, 2022

Background

Marc Comeau has applied on behalf of The Trustees of the Orchard Valley Pastoral Charge of the United Church of Canada for a Land Use By-law Amendment to rezone a portion of the property at 130 Cornwallis Avenue (PID 55206247) from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone to enable the expansion of the existing place of worship.

The staff report and draft development agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on May 10, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On June 7, 2022, Municipal Council gave Initial Consideration to the proposed 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 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.

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**

Application to rezone a portion of 130 Cornwallis Avenue (PID 55206247), New Minas, from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 9 – Zoning Map for the Growth Centre of New Minas, by rezoning a portion of PID 55206247 from the Heavy Industrial (M2) Zone to the Residential Mixed Density (R3) Zone, as shown on the inset copy of a portion of Map 9 below.

