



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday, January 3, 2023

6:00 P.M.

Council Chambers

AGENDA

- | | Page |
|---|------|
| 1. Call Meeting to Order | |
| a. Application to rezone a property at 2853 Lovett Road, Coldbrook (PID 55513204) (File #22-16, Mark Fredericks) | 2 |
| b. Application to enter into a development agreement at 536 Sunken Lake Road, Sunken Lake (PID 55531305) (File #22-03, Mark Fredericks) | 4 |
| 2. Adjournment | |

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – REZONING in COLDBROOK**
Application to rezone from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone at 2853 Lovett Road, Coldbrook (PID 55513204) **File #22-16 (Applicant – Bruce Beaton)**

From: Planning and Development Division

Date: January 3, 2023

Background

Bruce Beaton applied to rezone the property at 2853 Lovett Road (PID 55513204). The requested change is to permit the existing three unit residential building on the property.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on November 8, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On December 6, 2022 Municipal Council gave First Reading to the proposed rezoning and forwarded it on to this Public Hearing. The proposed map amendment 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 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 By-law Map Amendment (By-law 106)

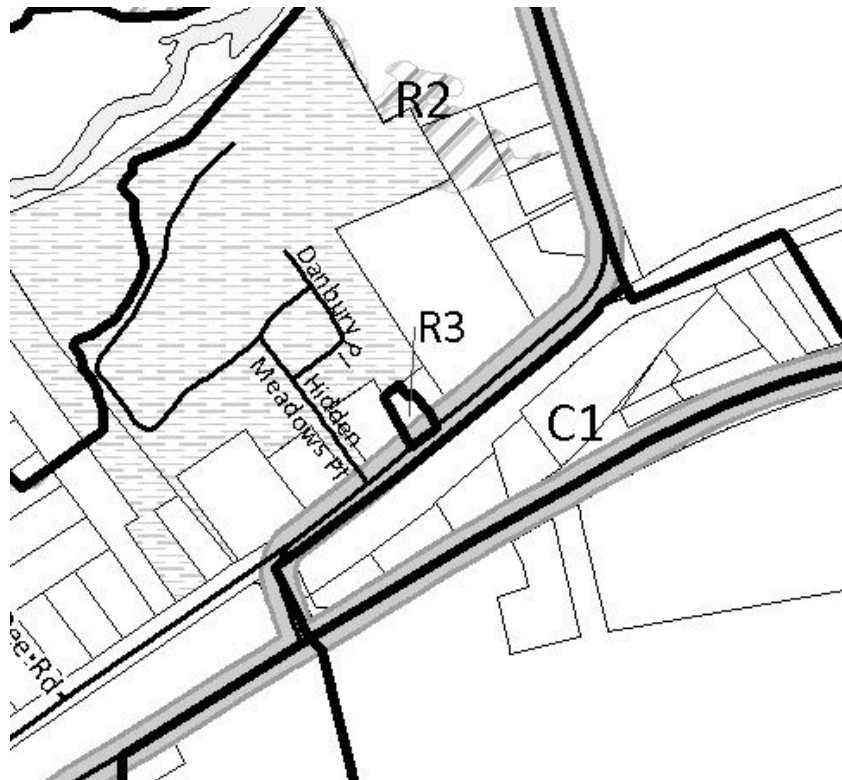
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Rezone the property at 2853 Lovett Road, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 5 Coldbrook Zoning, by rezoning PID 55513204, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone, as shown on the inset copy of a portion of Map 5 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – DEVELOPMENT AGREEMENT in SUNKEN LAKE**
Application to permit up to 20 tourist cabins on the property at 536 Sunken Lake Road (PID 55531305) **File #22-03 (Applicant – Chesley Long)**

From: Planning and Development Division

Date: January 3, 2023

Background

Chesley Long has applied to enter into a development agreement on the property at 536 Sunken Lake Road, Sunken Lake (PID 55531305). The requested development agreement is to permit up to 20 Tourist Cabins on the property.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on November 8, 2022. At this meeting the Committee forwarded a positive recommendation to Council.

On December 6, 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.

Appendix A
Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Zelma C. Long, of KENZEL Properties Limited of Sunken Lake, 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 **55531305**; and

WHEREAS the Property Owner wishes to use the Property for Tourist Cabins.

WHEREAS the Property is situated within an area designated **Shoreland (S)** of the Municipal Planning Strategy, and zoned **Lakeshore Residential (S1)** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and section **9.3.5 (a)** 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.

(b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, tear drop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.

(c) *Amenity Building* means an accessory building that is accessory to the permitted tourist cabins on the property, and may include a gymnasium, studio, social room, office, washrooms, recreation rooms, reading rooms, meeting rooms, laundry facilities and storage rooms.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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; or
- (b) Tourist Cabins – not to exceed 20 cabins with a maximum building footprint of 700 square feet per building and a maximum building height of 25 feet; and
- (c) Amenity Building and Accessory buildings – maximum accessory building height 25 feet.

- (d) Existing Structures ES1 and ES2 on the Site Plan may be used as an office and uses accessory to the Tourist Cabins.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement.

2.2 Site Plan

Development of any Tourist Cabins shall remain generally consistent with the layout shown on Schedule B - Site Plan. All development including but not limited to accessory buildings and fire pits, picnic areas shall not be within 40 feet of lot lines.

2.3 Setbacks

- (a) The Property Owner shall locate all Tourist Cabins and accessory buildings at least 100 feet from the edge of the lake shore and 40 feet from all other lot lines, except for the existing structures.
- (b) Existing structures shall locate a minimum of 10 feet from all property lines. The building identified as ES2 on the Site Plan shall be moved to comply with this 10-foot setback. Permits for the uses enabled by this Agreement shall not be issued until confirmation of relocation has been received.
- (c) The driveway may be located within the required minimum setbacks as shown on Schedule B – Site Plan.

2.4 Vegetation

- (a) The Property Owner shall maintain all existing vegetation throughout the property with the exception of minimal removal necessary to locate the Tourist Cabins and related infrastructure. Vegetation removal may be permitted to provide lake access for a dock or boathouse to a maximum length of shoreline 75 feet. The intention is that the property shall be as naturally landscaped as possible with a focus on native plantings.
- (b) Nothing in this Agreement shall prevent the removal of dangerous or diseased vegetation .

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 Subdivision

No subdivision of the Property that results in a reduced total lot area shall be permitted.

2.7 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.

2.8 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.

2.9 Parking

The property Owners shall provide a minimum of 1 parking space per Tourist Cabin but no more than 2 parking spaces per Tourist Cabin shall be permitted.

2.10 Signs

- (a) Signage on the Property shall be limited to one Ground sign, not exceeding 40 square feet in sign area, and a sign height of 10 feet.
- (b) On premise directional or traffic control signs, building identification and address signs shall be permitted subject to the requirements of the Land Use By-law.
- (c) Signage shall not obstruct the sight lines at the driveway entrance/exit
- (d) Internally illuminated signs are prohibited
- (e) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of the ground sign.

2.11 Drainage

The Property Owner shall be responsible for ensuring surface run off and all on-site drainage (including any downspouts or gutters) be directed into a filtered and vegetated drainage system before discharging off the property.

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 Registration 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.

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 for 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 Signatures

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;

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.

5.4 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 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

Zelma C. Long, KENZEL Properties Limited
Date:

Schedule A – Property Description

(Taken from Property Online – June 2022)

Parcel Description:

Registration County: KINGS COUNTY

Street/Place Name: SUNKEN LAKE ROAD /SUNKEN LAKE

Title of Plan: PLAN SHOWING S/D OF LOT 2008 PID 55496830 LANDS OF DAVID & BEVERLY MCLELLAN
TO FORM LOTS 117 217 317 & 417 AT SUNKEN LAKE

Designation of Parcel on Plan: LOT 417

Registration Number of Plan: 111225612

Registration Date of Plan: 2017-08-11 09:38:05

BURDEN

Subject to an easement/right-of-way as described in Book 196 at Page 222.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2017

Plan or Document Number: 111225612

Schedule B - Site Plan

