



PUBLIC HEARING

Tuesday, October 3, 2023

6:00 P.M.

Council Chambers

AGENDA

	Page
1. Call Meeting to Order	
2. Application to enter into a development agreement to permit the replacement of a non-conforming dwelling with a one-unit dwelling at 40 Rogers Lane, Aylesford Lake (Alice Jacob, File #23-02)	2
3. Application to enter into a development agreement to permit the expansion of non-conforming tourist commercial uses at 3278 and 3280 Long Point Road, Harbourville (Laura Mosher, File #22-14)	14
4. Application to discharge an existing development agreement and enter into a new development agreement to permit the expansion of an existing fish farm at 1165 Black River Road, Black River Lake (Laura Mosher, File #21-20)	26
5. Amendments to the text of the Land Use By-law to permit the development of accessory dwellings in Growth Centres and grouped dwellings in the Residential One and Two Unit (R2) Zone (Laura Mosher, File #22-04)	38
6. Adjournment	

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Aylesford Lake**
Application to enter into a development agreement to permit the replacement of non-conforming Dwelling with a One Unit Dwelling at 40 Rogers Lane (PID: 55177125), Aylesford Lake.
File # 23-02 (Susan Corrigan)

From: Planning and Development Division

Date: October 3, 2023

Background

Susan Corrigan has applied to enter into a development agreement to permit the replacement of a non-conforming Dwelling with a One Unit Dwelling on her property located at 40 Rogers Lane (PID: 55177125), Aylesford Lake. The new Dwelling is expected to be of a slightly larger size and footprint than the existing structure, which was used as a cottage. It is proposed to be set within a 26 feet x 32 feet building envelope, setback 30 feet from the shoreline.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on August 8, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On September 5, 2023, 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 development agreement by giving it a Final Consideration at the Municipal Council 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

DRAFT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT BETWEEN:

SUSAN LYNN CORRIGAN, CECIL GLENDON NEARY, MICHAEL SCOTT NEARY, of Hunter River, Prince Edward Island, 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 55177125; and

WHEREAS the Property Owner wishes to replace a non-conforming Dwelling on the Property; and

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

WHEREAS policy 3.0.3 of the Municipal Planning Strategy and section 14.7.5 (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 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 unless the context clearly indicates otherwise. Words not defined in the Land Use By-law but defined 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) replacement of the existing cottage with a One Unit Dwelling in the location labelled as “building envelope” on Schedule B-Site Plan;
- (b) existing boathouse as labelled on the site plan as “existing accessory building” in the southwest portion of the property
- (c) new accessory buildings provided they comply with the zone requirements of the Lakeshore Residential (S1) Zone, as amended from time to time

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement. Nothing in this agreement shall serve to remove the non-conforming status of the use identified in section 2.1(a) of this agreement.

2.2 Site Plan

- (a) All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.
- (b) For clarity, all parts of the proposed Dwelling, including decking shall be within the “building envelope”.

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.

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 Vegetation

The development shall comply with all requirements for vegetation within the Lakeshore Residential (S1) Zone as amended from time to time.

2.7 Lighting

The Property Owner shall ensure that any exterior lights used for illumination of the Property shall be arranged so as to divert light downwards and 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.

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 permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement.

3.3 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 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.

3.4 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

- (a) No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.
- (b) A Demolition Permit is required for the removal of the existing cottage and pit privy prior to any permits being issued for the Dwelling described in section 2.1.

4.2 Drawings to be Provided

When an engineered design is required for any portion of a development, 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 60 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) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

PART 5 COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) 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.

- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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 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 Onus for Compliance On Property Owner

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Property Owner in writing. In the event that the Property Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act.

5.7 Assignment of Agreement

The Property Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.8 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, and all costs of advertising for and recording of any amendments.

5.9 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.

5.10 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.

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 on 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

**CECIL GLENDON NEARY, SUSAN LYNN
CORRIGAN, MICHAEL SCOTT NEARY**

In the presence of:

Witness

Cecil Glendon Neary

Date

Witness

Susan Lynn Corrigan

Date

Witness

Michael Scott Neary

Date

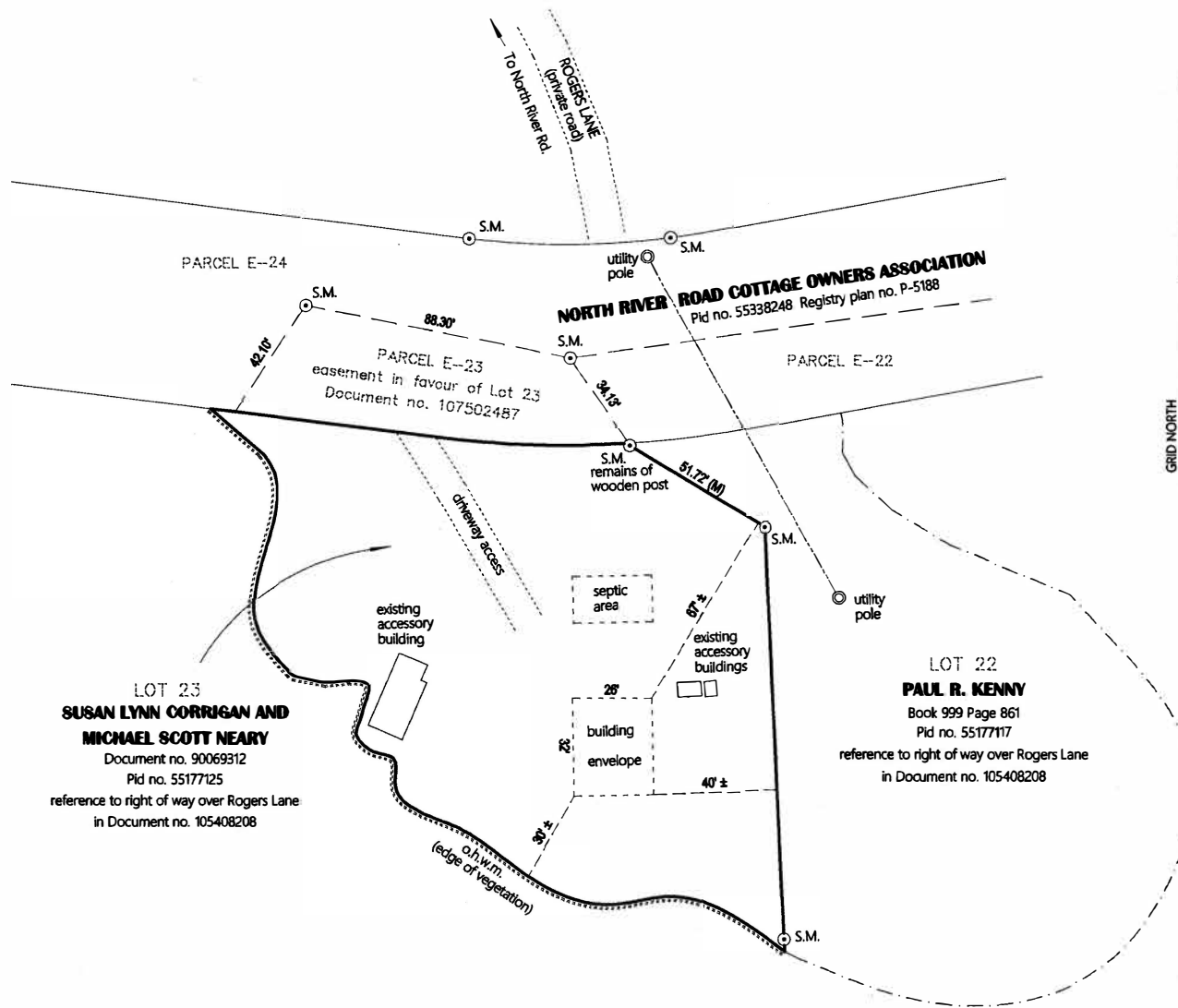
Schedule A – Property Description

(Accessed from Property Online, Document number 90069312 (101-Deed), May 2023)

ALL and singular that piece, parcel or tract of land lying, being and situate at Aylesford Lake, in the County of Kings and Province of Nova Scotia, and which may be more particularly described as follows:

BEGINNING at post and stones No. 29, the same being north sixty degrees and forty-five minutes east (N 60° 45' E) a distance of seventy-three feet (73.0') more or less, from the northeast corner of a camp erected on the here described Lot No. 23; THENCE south nineteen degrees and thirty minutes west (S 19° 30' W) a distance of one hundred and thirty-eight feet (138.0') more or less to post and stones No. 28, the same being at the margin of Aylesford Lake; THENCE northerly and westerly by the margin of said Lake to the south limit of the North River Road; THENCE southerly and easterly by the south limit of the said road to post and stones No. 30; THENCE south thirty-six degrees and thirty minutes east (S 36° 30' E) a distance of fifty-two and six-tenths feet (52.6') more or less to the place of beginning, the same being or intended to be Lot No. 23 as shown outlined in red on the attached sketch.

Schedule B – Site Plan



LEGEND:

S.M. SURVEY MARKER
 I.P. IRON PIPE
 I.B. IRON BAR
 Wit. WITNESS
 O.H.W.M. ORDINARY HIGH WATER MARK
 (D), (C), (P), (M) DEED, CALCULATED, PLAN, MEASURED DISTANCE
 A., R. ARC DISTANCE, RADIUS
 Pid no. PARCEL IDENTIFICATION NUMBER

SITE PLAN

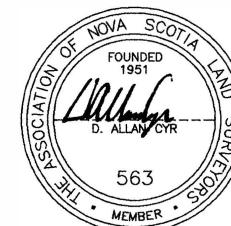
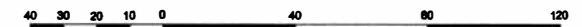
LOT 23

LAND CONVEYED TO

SUSAN LYNN CORRIGAN and
MICHAEL SCOTT NEARY

40 ROGERS LANE, AYLESFORD LAKE,
 KINGS COUNTY, NOVA SCOTIA.

SCALE: 1" = 40'



CYR SURVEYS
LIMITED

D. ALLAN CYR
 NOVA SCOTIA LAND SURVEYOR

P.O. BOX 904
 KENTVILLE, NOVA SCOTIA, B4N 4H8.

PLAN DATE: JULY 5th, 2023.

PLAN NUMBER: M2022-084A

Public Hearing 2023-10-03 13

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Harbourville**
Application to enter into a development agreement to permit the expansion of non-conforming tourist commercial uses at 3278 and 3280 Long Point Road (PIDs 55095160, 55095145), Harbourville
File # 22-14

From: Planning and Development Services

Date: October 3, 2023

Background

Michael Hamilton and Jeanette Joudrey have applied to enter into a development agreement on the properties at 3278 and 3280 Long Point Road, Harbourville. The requested change is to permit the expansion of two non-conforming tourist commercial uses.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on Tuesday, August 8th, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On September 5, 2023, 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 development agreement 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.

THIS DEVELOPMENT AGREEMENT BETWEEN:

Jeanette L. M. Joudrey and Michael Gordon Hamilton of Harbourville 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 **55095145 and 55095160**; and

WHEREAS the Property Owner wishes to use the Property for Tourist Commercial Uses.

WHEREAS the Property is situated within an area designated **Shoreland (S)** of the Municipal Planning Strategy, and zoned **Tidal Shoreland (T1)** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **3.0.3** of the Municipal Planning Strategy and section **14.7.5 (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 travelling public and may or may not include plumbing for kitchen and/or sanitary facilities.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- a) Up to two tourist cabins as reflected on Schedule B – Site Plan or,
- b) Uses permitted in the underlying zone or;
- c) A combination of a) and b) above but not exceeding two main buildings.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law shall apply to any development undertaken pursuant to this Agreement. Nothing in this Agreement shall serve to remove the non-conforming status of the current use of the property.

2.2 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.

2.3 Subdivision

- a) No subdivision of the Property that results in a reduced total lot area shall be permitted.
- b) Consolidation of the properties into one lot shall be permitted notwithstanding section 14.3.2 of the Land Use By-law.

2.4 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 downward and away from streets and neighbouring properties.

2.5 Servicing

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

2.6 Expansion and Replacement

- a) Expansion of the use enabled in section 2.1 of this Agreement shall not be permitted.
- b) Should the existing buildings be destroyed, uses enabled in Section 2.1 of this Agreement may be reconstructed provided the zone requirements of the underlying zone are met. A variance to these requirements may be considered in accordance with the requirements of the Municipal Government Act, as amended from time to time and the Land Use By-law.

2.7 Signs

- a) Signage on the Property shall be limited to one sign, with a sign area not exceeding 12 square feet and a maximum height of 10 feet and shall meet all other sign requirements of By-law 106 – Land Use By-law.
- b) Signage shall not be permitted to be located within the road right-of-way.
- c) Internally illuminated signs are prohibited
- d) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of any sign.

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:

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 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 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.

4.2 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 60 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) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229

of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.

- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

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

- a) Where the context requires, the singular shall include the plural, and the masculine gender shall include all genders as circumstances warrant.
- b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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

**JEANETTE L. M. JOUDREY and MICHAEL GORDON
HAMILTON**

In the presence of:

Witness

Jeanette L. M. Joudrey

Date:

Witness

Michael Gordon Hamilton

Date:

DRAFT

Schedule A – Property Description

(Taken from Property Online – March 2023)

Parcel 1 Description:

ALL that certain lot of land and premises situate at Harbourville, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING at an iron pipe driven in the ground on the south side of the Shore Road, so called, 29.4 feet westerly from the northeast corner of the concrete foundation of Emile Ogilivies store, and running S 6 degrees 30 minutes W, 70 feet to an iron bar in a stump;

THENCE S 55 degrees W 15.5 feet;

THENCE N 56 degrees W, 14 feet;

THENCE N 1 degree 30 minutes E 71.5 feet to an iron pipe driven in the ground at the south limit of said Shore Road;

THENCE easterly 30 feet along the south limit of the said Shore Road to the place of beginning.

TOGETHER WITH the right in common with others to obtain water from a well or spring on land adjacent to the land herein contained as more fully set out in the Deed to Violet Ward registered March 18, 1957 at the Kentville Registry of Deeds in Book 189 Page 583.

SUBJECT TO the sharing of the cost of maintaining, replacing and repairing the said water pipes as more fully set out in the Deed to Violet Ward registered March 18, 1957 at the Kentville Registry of Deeds in Book 189 Page 583.

BEING AND INTENDED to be those lands conveyed by E. Joan Balcom to Elke Huber, incorrectly shown as Elka Huber, by Deed registered August 20, 2001 at the Kentville Registry of Deeds in Book 1281 Page 68.

*** 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: 1954

Plan or Document Number: A304

Parcel 2 Description:

ALL that lot of land situate on the south side of the Bay Shore Road, herein called the Road, at Harbourville, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING at a point where the west line of lands of William Kenneally, Jr., intersects the south limit of the Road;

THENCE North 88 degrees West along the south limit of the Road, 28 feet to the east line of lands now or formerly of Renna Caldwell;

THENCE South 1 degree 30 minutes West along Caldwell east line 54.4 feet to the north limit of the Old Hamilton Road;

THENCE South 56 degrees East along the north limit of the Old Hamilton Road 33 feet to the west line of lands of William Kenneally, Jr.;

THENCE North 1 degree 30 minutes East along Kenneally east line 71.5 feet to the place of beginning.

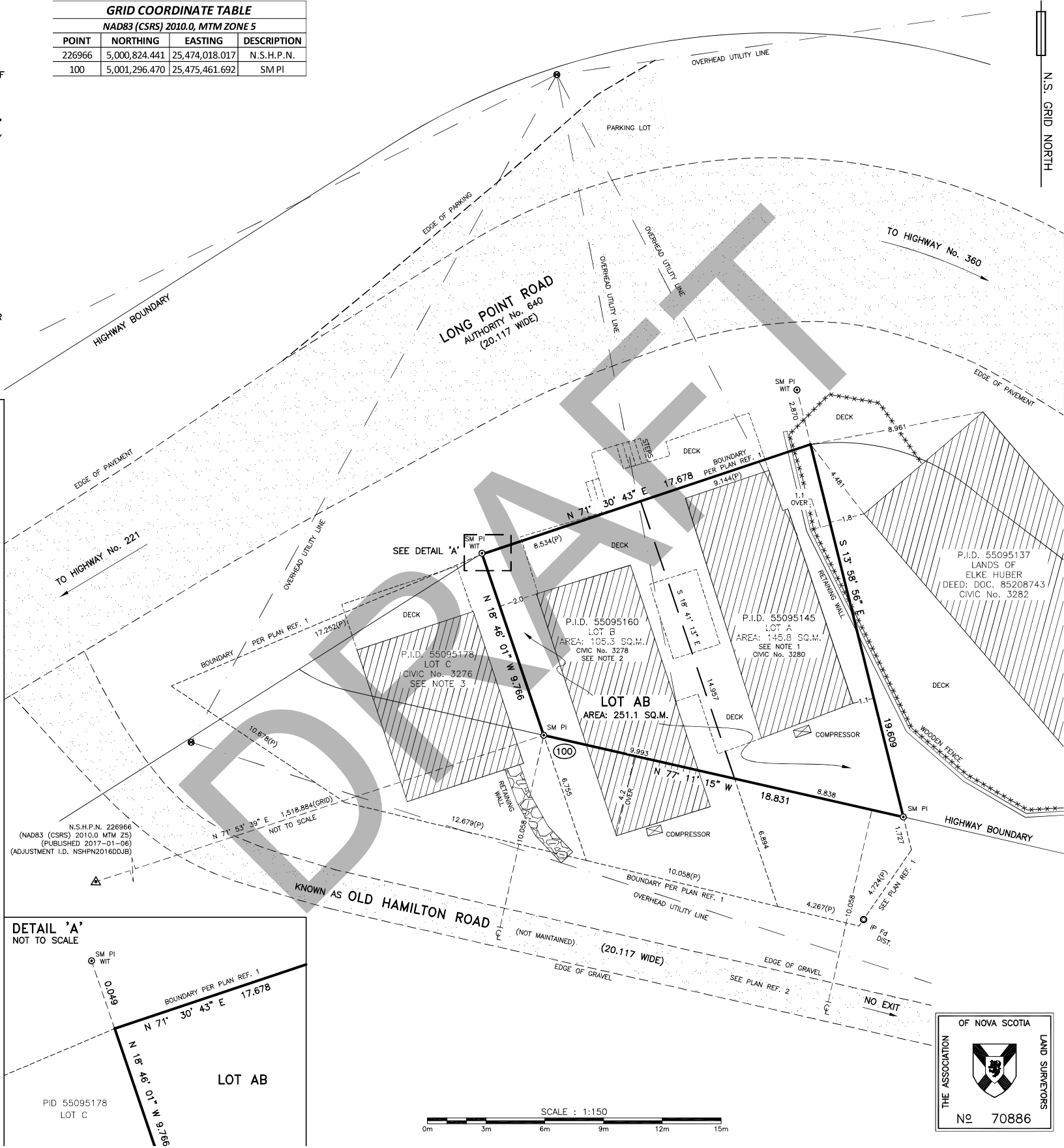
BENEFIT: TOGETHER WITH the right in common with other owners of an easement granted by Maurice G. Spicer to the use of a water pipe line now laid, leading from the premises herein conveyed to a spring on other land of the said Maurice G. Spicer; and that the said Ernest R. Taylor and Caroline Elizabeth Taylor shall have the use of water from the pipe line and spring at all times for domestic purposes only.

BURDEN: SUBJECT TO any agreements concerning use of the water and pipe line made between Maurice G. Spicer and the other owners of the said easement.

The subdivision is validated by Section 291 of the Municipal Government Act.

Schedule B - Site Plan

GRID COORDINATE TABLE			
NAD83 (CSRS) 2010.0, MTM ZONE 5			
POINT	NORTHING	EASTING	DESCRIPTION
226966	5,000,824.441	25,474,018.017	N.S.H.P.N.
100	5,001,296.470	25,475,461.692	SM PI



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Black River Lake**
Application to enter into a development agreement to permit the expansion of a fish farm at 1165 Black River Road (portions of PIDs 55479463, 55490197, 55473060, 55473086, 55473029), Black River Lake
File # 21-20

From: Planning and Development Services

Date: October 3, 2023

Background

Trissa Dunham of Big Falls Fish Growers has applied on behalf of Nova Scotia Power to enter into a development agreement on the property at 1164 Black River Road. The requested change is to permit the expansion of an existing fish farm.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on Tuesday, August 8th, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On September 5, 2023, 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 development agreement 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 – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Nova Scotia Power of Halifax, 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 described in a lease between the Property Owner and a Third Party (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55490197 and portions of Property Identification (PID) Numbers 55479463, 55473060, 55473086, 55473029.

WHEREAS the Property Owner wishes to use the Property for a Fish Farm.

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

WHEREAS policy 2.9.7 of the Municipal Planning Strategy and section 14.7.2 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 Uses

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

- (a) Fish Farm and accessory uses and buildings within the area identified as 'Leased Area' on Schedule B – Site Plan.

2.2 Site Plan

Development of the fish farm and any accessory uses and buildings shall locate within the development envelope shown on the 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.

2.4 Subdivision

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision By-law, as may be amended from time-to-time. Any subdivision that results in a change in the size and configuration of the Property shall require an amendment to this agreement in accordance with Part 3 of this Agreement.

2.5 Lighting

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

2.6 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.

2.7 Setbacks and Separation Distances

- (a) All structures related to the Fish Farm shall be developed within the area labelled as 'Leased Area' on Schedule B – Site Plan shall maintain a minimum front yard setback of 20 feet along Black River Road.
- (b) The Property Owner shall maintain a 50 foot separation from any watercourses or water bodies.

2.8 Licencing and Provincial Regulations

It is the responsibility of the Property Owner or designated third party to acquire and maintain all licenses or permits required from other jurisdictions to operate the fish farm up-to-date and in good standing.

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;
- b) A change in the size or shape of the area labelled 'Leased Area' on Schedule B – Site Plan. For clarity, a change resulting in a reduction in the size and that does not incorporate lands not previously included in the area labelled 'Leased Area' on Schedule B – Site Plan shall not be considered a substantive matter and may be permitted through a non-substantive amendment to 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 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No additional 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

- (a) 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.
- (b) A Location Certificate may be requested by the Development Officer for any building developed for a use enabled by this Agreement.

4.3

Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 60 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) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time they deem appropriate.

PART 5 COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) 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.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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 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 Onus for Compliance On Property Owner

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Property Owner in writing. In the event that the Property Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.7 Assignment of Agreement

The Property Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.8 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, and all costs of advertising for and recording of any amendments.

5.9 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.

5.10 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.

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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

Adam Flick, Nova Scotia Power

Date:

DRAFT

Schedule A – Property Description

All that certain piece or parcel of land situate in the vicinity of Black River Lake, in the County of Kings, Province of Nova Scotia, as shown outlined in red on Nova Scotia Power Inc. Plan No. L0006V-7-012-00-007 attached hereto as Schedule "B", and being more particularly described as follows:

Beginning on the western limits of the Black River Road at its intersection with the northern boundary of lands of Nova Scotia Power Inc. and running;

THENCE southerly along the said Black River Road limits, a distance of one hundred and sixty-one (161) metres;

THENCE westerly one hundred and seventy-five (175) metres;

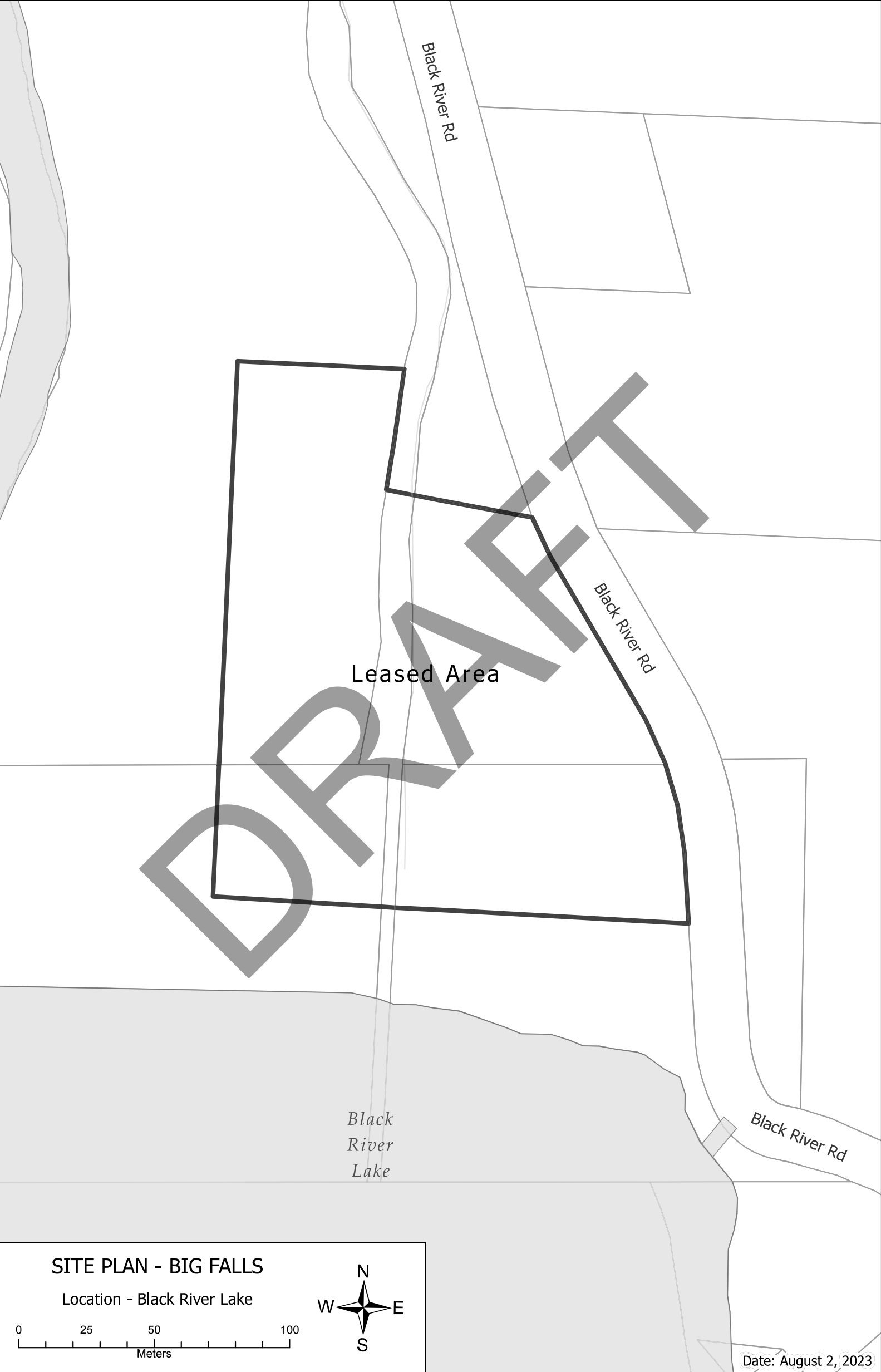
THENCE northerly one hundred and ninety-five (195) metres;

THENCE easterly sixty-two (62) metres, more or less, to the Black River Lake Brook;

THENCE southerly along the said Black River Lake Brook to the northern boundary of said lands of Nova Scotia Power Inc.

THENCE easterly along the said boundary of lands of Nova Scotia Power Inc., a distance of forty-five (45) metres, more or less, to the point of beginning.

Containing by area 2.39 ha± (5.9 acres±).



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Land Use By-law Amendment

Amendments to the text of the Land Use By-law to permit the development of accessory dwellings in Residential Zones and to permit grouped dwellings within the Residential One and Two (R2) Zone.

File # 22-04

From: Planning and Development Services

Date: October 3, 2023

Background

At its meeting on January 18th, 2022, Municipal Council directed the CAO to have Staff prepare amendments to the Land Use By-law to consider permitting the development of accessory dwellings in Growth Centres.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on Tuesday, August 8th, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On September 5, 2023, Municipal Council gave First Reading to the proposed amendments and forwarded it on to this Public Hearing. The proposed amendments 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 amendments to the Land Use By-law 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 Text Amendments (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Amendments to the text of the Land Use By-law to permit accessory dwellings in Residential Zones and to permit grouped dwellings in the Residential One and Two Unit (R2) Zone

BY-LAW 106 Land Use By-law

1. Delete section 4.4.2.1 and replace with the following:

4.4.2.1 Permitted Uses

The following uses shall be permitted in the Residential One and Two Unit (R2) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

RESIDENTIAL USES	SPECIAL CONDITIONS
Grouped Dwellings	Subject to the requirements applicable to Grouped Dwellings in section 4.5.3
One Unit Dwellings	
Semi-detached Dwellings	
Two Unit Dwellings	

NON-RESIDENTIAL USES	SPECIAL CONDITIONS
Agricultural Uses – Existing	Subject to the requirements of the Agricultural (A1) Zone
Community Facilities	Maximum building footprint of 2,000 sq ft. and subject to section 4.4.4.1
Indoor Recreation Uses	Permitted on properties that abut and are accessed from a designated collector road. Maximum building footprint of 2,000 sq ft. and subject to section 4.4.4.1
Places of Worship	Maximum building footprint of 2,000 sq ft. and subject to section 4.4.4.1

2. Delete section 14.3.2 and replace with:

14.3.2 Multiple Main Buildings

Except on a lot located in a Residential One Unit (R1) Zone, the Lakeshore Residential (S1), Lakeshore Limited development (S2) and Tidal Shoreland (T1) Zone, any number of main buildings may locate on the same lot, subject to any other applicable zone requirements.

3. Delete section 14.3.3 and replace with:

14.3.3 One Dwelling Per Lot

No more than one dwelling shall be permitted on a lot, except in the Residential One and Two Unit (R2) Zone, the Residential Mixed Density (R3) Zone, the Residential Multi-unit (R4) Zone and the Mixed Commercial Residential (C3) Zone.

4. Add section 14.3.5A, below, following section 14.3.5:

14.3.5A Accessory Dwellings

Accessory dwellings shall be permitted in all Residential Zones and the Mixed Commercial Residential (C3) Zone subject to the zone requirements for accessory buildings, including height, unless the entrance to the accessory dwelling is located in the side or rear yard in which case a 10 foot setback shall be maintained between the lot line and the building wall containing the entrance. The Accessory Dwelling Unit shall be required to have one parking space dedicated to the use on the lot.

5. Definitions – insert directly after Accessory Building

Accessory Dwelling means one (1) self-contained residential unit that is wholly contained within an Accessory Building.