



PUBLIC HEARING

Tuesday, September 2, 2025

6:00 P.M.

Council Chambers

AGENDA

1. Call Meeting to Order
2. Business
 - a. Application for a Land Use By-law Text Amendment to permit up to two secondary suites in the Residential One Unit (R1) Zone (File 25-09, Laura Mosher)
 - b. Application to enter into a development agreement at 808 Main Street (PID 55122170), Kingston (File 25-03, Alice Jacob)
3. Adjournment

Accommodations are available for this meeting, please submit your request at:
www.countyofkings.ca/accommodationsrequest

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-law Text Amendment**
Application to amend the text of the Land Use By-law to permit the development
of two secondary suites in the Residential One Unit (R1) Zone
File #25-09 (Municipal Council)

From: Planning Services Division

Date: September 2, 2025

Background

Municipal Council directed Staff to pursue amendments to the Land Use By-law to permit the development of two secondary suites in the Residential One Unit (R1) Zone.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on June 10, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On July 8th, 2025, 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 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 Text Amendment

MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BY-LAW #106 – Land Use By-law

Land Use By-law Text Amendment to permit up to two secondary suites within a one unit dwelling in the Residential One Unit (R1) Zone.

BY-LAW 106 Land Use By-law

1. Amend sections 4.3.4.1, 16.1 and Section 17 Secondary Suite definition of the Land Use By-Law in accordance with the with the following:

Delete section 4.3.4.1 and replace with:

4.3.4.1 Secondary Suites

Up to two secondary suites are permitted within a one unit dwelling subject to the conditions noted below.

- (a) Any exterior entrance to the secondary suite(s) shall be located on the side (excluding flankage) or rear of the one unit dwelling.
- (b) The exterior of the one unit dwelling shall be compatible with the existing design, style and materials of other one unit dwellings in the neighbourhood.
- (c) A one unit dwelling with two secondary suites shall not be considered a multi-unit dwelling.

Add section 16.1.2:

16.1.2 In addition to the requirements of 16.1.1, a stormwater management plan prepared by a Professional Engineer licensed to practice in the province of Nova Scotia and consistent with the Municipal Specifications may be requested by the Development Officer as part of the development permit application materials.

Section 17: Secondary Suite (definition)

- **Secondary Suite** means a self-contained subordinate residential unit that is located within a one unit dwelling as an independent and separate housekeeping unit in which a kitchen, sleeping and sanitary facilities are provided for the exclusive use of such individual(s).

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Kingston**
Application for a development agreement to legalise and permit the expansion of a sheet metal shop (Professional Trades) at 808 Main Street (PID 55122170), Kingston.
File: 25-03 (Warren Armstrong)

From: Planning Services

Date: September 2, 2025

Background

Warren Armstrong of H.E. Armstrong Mechanical Limited has submitted an application for a development agreement for the property located at 808 Main Street (PID 55122170), Kingston. The property is currently developed with a sheet metal shop, which is an illegal use in a non-conforming structure. The proposed development agreement seeks to legalise the use and permit the expansion of the use and the structure.

The Staff Report and draft Development Agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on June 10, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On July 8, 2025, Municipal Council gave Initial Consideration to the draft Development Agreement and forwarded it on to this Public Hearing. The draft 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 posted to the Municipal Website, at which time a 14-day appeal period becomes effective.

Appendix A

Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

H.E. ARMSTRONG MECHANICAL LIMITED, of Kingston, Nova Scotia, hereinafter called the "Property Owner",

of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Coldbrook, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55122170; and

WHEREAS the Property Owner wishes to legalise a commercial use and expand the use and the structure on the Property; and

WHEREAS the Property is situated within an area designated Commercial on the Future Land Use Map of the Municipal Planning Strategy, and zoned General Commercial (C1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.2.9 of the Municipal Planning Strategy and section 5.3.5 (d) 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) Uses permitted within the underlying zone within the areas identified on Schedule B -Site Plan as Existing Building and Proposed Building Addition.

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

The development enabled by this Agreement on the Property shall be developed in general conformity with Schedule B - Site Plan. The dimensions of the portion of the building identified

as Proposed Building Addition on Schedule B - Site Plan may be varied, provided the following is maintained:

- (a) Setbacks are not permitted to be further reduced where required setbacks of the underlying zone are not met; and
- (b) A minimum 10 foot setback from the eastern property boundary (abutting Kings Street) and 20 foot setback from the southern boundary (abutting rail trail) shall be maintained.
- (c) No further development, including expansions or accessory structures, shall be permitted on the Property.

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 Replacement

Should the building containing the use enabled in section 2.1 be destroyed, it shall be permitted to be rebuilt in general conformity with Schedule B - Site Plan and shall be subject to the height requirements of the underlying zone.

2.6 Erosion and Sedimentation Control

- (a) At the time of application for a development and/or building permit, the property owner shall submit a stormwater management plan demonstrating that post-construction surface drainage does not negatively impact adjacent properties.
- (b) 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.

2.7 Vegetation

Any portion of the property not covered by buildings or parking areas shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

2.8 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.

2.9 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.

2.10 Outdoor Storage

Outdoor storage and the use of truck trailers or shipping containers as storage shall be prohibited on 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 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.

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to 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 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by the Chief Administrative Officer (CAO) at the request of the Property Owner without a public hearing.

3.5 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following the receipt of approval by the Chief Administrative Officer 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 the Chief

Administrative Officer 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.

3.6 This Agreement may be discharged 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 the Chief Administrative Officer (CAO) without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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.

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 Regulatory and Appeals 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 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 Final Inspection for the uses 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

David L. Corkum, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

H. E. ARMSTRONG MECHANICAL LIMITED

In the presence of:

Witness

Warren Armstrong

Date

Witness

Suzanne Armstrong

Date

Schedule A – Property Description

(Source: Property Online (page 3 document number 2477), accessed on March 17, 2025)

SCHEDULE "A"

00038

ALL that certain lot, piece or parcel of land and premises situate, lying and being at Kingston, in the County of Kings, and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a stake set in the north side line of lands of the Dominion Atlantic Railway where said north side line intersects the west side of a 66 foot right-of-way leading southerly from Provincial Highway No. 1; Thence South $85^{\circ} 48'$ West along the north side line of lands of the Dominion Atlantic Railway, 73.3 feet to a stake set in the southeast corner of lands previously conveyed or to be conveyed, to Sports Port Limited; Thence North $05^{\circ} 43'$ West along the west side line of said Sports Port Limited's lands, 130.5 feet or to a point in the southern side line of lands formerly of Frank Mailman; Thence North $83^{\circ} 58'$ East along the south side line of said Mailman lands, 38.7 feet to a corner bound of said Mailman lands; Thence South $06^{\circ} 14'$ East along the western side line of said Mailman lands, 28.4 feet to a corner bound of said Mailman lands; Thence

North $83^{\circ} 29'$ East along the south side line of said Mailman lands, 37.9 feet or to the west side line of said 66 foot right-of-way leading southerly from Provincial Highway No. 1; Thence South $03^{\circ} 50'$ East along the west side line of said 66 foot right-of-way, 104.5 feet or to the place of beginning.

TOGETHER WITH a right-of-way unto the Grantee in common with all others having the same right to and from the said described lands at all times and for all purposes, for all persons, animals and vehicles, over and along the road or right-of-way 66 feet wide, extending southerly from Provincial Highway No. 1 to lands of the Dominion Atlantic Railway.

BEING AND INTENDED TO BE Lot D as shown on a Plan of Survey showing lands of Mrs. Marguerite May Saunders prepared by H. B. Smith, N.S.L.S., dated the 6th day of August, 1974, and amended October, 1975.

AND BEING AND INTENDED TO BE those lands described as Parcel II in a Deed from Dickson Bros. Transfer Limited to Thompson Investments Limited by Deed dated April 28th, 1987 and recorded at the Registry of Deeds for the County of Kings on May 8th, 1987 in Book 697 at Page 849.

AND FURTHER BEING AND INTENDED TO BE the same lands conveyed from Thompson Investments Limited to Andrew Cleveland by Deed dated 7 February 1996 and recorded at the Registry of Deeds, Kentville, Nova Scotia, on 14 February 1996 in Book 1048 at Page 422.

S I T E P L A N

SITE PLAN SHOWING
PROPOSED BUILDING ADDITION
LOT "D"
PID 55122170
LANDS CONVEYED TO
H E ARMSTRONG MECHANICAL LTD.
KINGSTON
KINGS COUNTY

SCALE 1:300
DATE: JAN 15, 2025
PLAN No. 2024-463 Site Plan2

POLE STAKE	PS	⊞
ANCHOR STAKE	AS	↓
SURVEY MARKER	SM	○
IRON PIPE	IP	○
MANHOLE	MH	○
FOUND	FD	○
UTILITY POLE	UP	⊕
OVERHEAD WIRES		—
NOT TO SCALE		—
FIELD MEASUREMENT	F	—
PLAN MEASUREMENT	P	—
DEED MEASUREMENT	D	—

DeWOLFE & MORSE
SURVEYING LIMITED

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