



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday June 6, 2026

6:00 P.M.

Council Chambers

AGENDA

1. Call Meeting to Order
2. Business
 - a. Application for a development agreement to convert an existing building into a one unit dwelling at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour. (File 25-19, Alice Jacob)
3. Adjournment

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Accommodations are available for this meeting, please submit your request at:

www.countyofkings.ca/accommodationsrequest

Land Acknowledgement

The Municipality of the County of Kings is in Mi'kma'ki, the ancestral, unceded, and current territory of the Mi'kmaq Peoples. The Municipality of the County of Kings is a neighbour to Annapolis Valley First Nation and Glooscap First Nation, as well as a diverse urban and rural Indigenous population. We are all treaty people and commit to upholding the Peace and Friendship Treaties and working towards reconciliation in all areas of the Municipality.

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Halls Harbour**
Application for a development agreement to convert an existing building into a one unit dwelling at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour.
File: 25-19 (Logan Morse)

From: Alice Jacob, Planning Services

Date: June 2, 2026

Background

Logan Morse of Halls Harbour Properties Inc. has submitted an application for a development agreement for the property at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour. The property is developed with a building that was previously used for office, retail and storage purposes, and the applicant intends to convert the building into a one unit dwelling. The building does not meet the requirements for a one unit dwelling within the underlying zone, therefore, a development agreement is required to enable the proposed use.

The staff report and draft development agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on April 14, 2026. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 5, 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:

HALLS HARBOUR PROPERTIES INC., of Billtown, 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 55041073; and

WHEREAS the Property Owner wishes to use the Property for residential uses; and

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

WHEREAS policy 3.5.18 of the Municipal Planning Strategy and section 9.5.5 (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 114 of the Municipality, approved January 14, 2026, 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 Properties shall be limited to the following uses:

- a. a one unit dwelling within the building labelled as “*DWELLING CIVIC 1138*” on Schedule B Site Plan.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement. For clarity, no accessory uses or structures shall be permitted on the property.

2.2 Replacement

Should the one unit dwelling enabled in section 2.1 be destroyed, the building shall be permitted to be rebuilt with similar dimensions such that the new building is entirely contained within the property boundaries. The boundary of the property abutting the neighbouring PID 55041081 shall be considered the side lot line, and the side setback requirements of the underlying zone shall

apply. The remaining boundary bordering West Halls Harbour Road is exempt from setback requirements, pending approval from the Nova Scotia Department of Public Works. The height requirements of the underlying zone shall apply.

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 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.

2.7 Servicing

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

2.8 Fire Pits

Fire pits on the property shall be in compliance with By-law 63: Open Burning and Smoke Control By-Law of the Municipality, as amended and replaced from time to time, and any other applicable provincial regulations. The property owner shall make sure that visitors are aware of the applicable regulations.

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

- 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 Record Drawings

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 Regulatory and Appeals Board or the unexecuted Agreement shall be null and void;
- (b) Development permits for uses enabled by this Agreement in section 2.1. shall be obtained 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 receiving an approval to occupy from the building official with a 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

HALLS HARBOUR PROPERTIES INC.

In the presence of:

Witness

Logan Morse (Halls Harbour Properties Inc.)

Date

Witness

Timothy Greer (Halls Harbour Properties Inc.)

Date

Schedule A – Property Description
[Source: Property Online, Accessed: October 23, 2025]

PID #: 55041073

ALL that certain lot, piece or parcel of land situate, lying and being at Halls Harbour in Cornwallis, in the County of Kings and Province of Nova Scotia, described as follows:

BEGINNING at the road on the West side of Halls Harbour leading from Halls Harbour Creek at a two pronged dry spruce stub or tree;

THENCE Southerly 55 feet to a stake;

THENCE Southerly and Westerly in range for the uppermost post in the painted fence now or formerly of Messrs Illsleys until it strikes the road, being about 40 feet;

THENCE Northerly and Easterly by said road to the place of BEGINNING.

Containing 12 rods, more or less.

BEING Lot 2 in a Warranty Deed recorded at the Kings County Registry of Deeds in Book 114 at Page 513. SAVING AND EXCEPTING any lands conveyed to Her Majesty the Queen for the widening of the West Halls Harbour Road as described in Book 301 at Page 303.

*** 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: 1997

Plan or Document Number: P10892

Schedule B – Site Plan

