



**PUBLIC HEARING**  
**TUESDAY, JANUARY 8, 2019**  
**6:00 P.M.**  
**Council Chambers**

**AGENDA**

- |  | <u>Page</u> |
|--|-------------|
| 1. Call Meeting to Order   |             |
| 2. Proposed development agreement to legalize the expansion of a Rural Home Occupation at 1399 Highway 221, Weltons Corner.<br>File 18-07 (Laura Mosher)   | 3           |
| 3. Proposed land use bylaw map amendment to rezone a portion of the property at 1233 Cape Split Road from the Forestry (F1) Zone to the Resource Industrial (M4) Zone, and proposed land use bylaw text amendment to amend the list of permitted uses in the Resource Industrial (M4) Zone.<br>File 18-12a/b (Mark Fredericks) | 12          |
| 4. Proposed land use bylaw map amendment to rezone the property at 5850 Prospect Road, New Minas from the Residential One and Two Unit (R2) Zone to the Major Commercial (C1) Zone.<br>File 18-15 (Jasmine Bradet)   | 15          |
| 5. Adjournment   |             |

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Proposed Development Agreement – Rural Home Occupation**  
Application from Community Metal, to enter into a Development Agreement to legalize the expansion of a Rural Home Occupation at 1399 Highway 221, Weltons Corner  
File 18-07

**From:**        Planning and Development

**Date:**         Tuesday, January 8, 2019

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### **Background**

Michael Cole, President of Community Metal has applied to enter into a Development Agreement to legalize the expansion of a Rural Home Occupation at 1399 Highway 221, Weltons Corner. This is the location of the applicant's home and business, which includes manufacturing metal roofing and siding.

The application and staff report were reviewed by the Planning Advisory Committee on Tuesday, November 13, 2018. At this meeting, the Committee forwarded a positive recommendation to Council.

On Tuesday, December 4, 2018, Municipal Council gave initial consideration to the proposed development agreement and forwarded it on to this Public Hearing. The draft 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 will begin.

**Appendix A**  
**Draft Development Agreement**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D., 2018

BETWEEN:

**ALL BEAUTY SIDING LIMITED**, of Weltons Corner, 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 Kentville, 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 55532667; and

WHEREAS the Property Owner wishes to use the Property for an expanded rural home occupation; and

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

WHEREAS Policy 3.2.8.4 of the Municipal Planning Strategy and Clause 5.2.23 of the Land Use Bylaw 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 passed at a meeting on **DATE**, 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 Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor bylaws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Site Plan**

The Developer shall develop and use the lands in general conformance with the Site Plan attached as Schedule B - Site Plan.

### **2.2 Use**

2.2.1 The Property Owner's use of the Property shall be limited to:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time) within any existing, expanded or new buildings on the Property;

- (b) rural home occupation use operating within Building C, Building D and Building E as identified on Schedule B – Site Plan and employing no more than 15 people that do not live on the Property;
- (c) Up to 20,000 square feet gross floor area within the existing or expanded footprints of Building C, Building D and Building E, as identified on Schedule B – Site Plan provided any expanded area is not located any closer than 100 feet from any lot line. Where the existing footprint is less than 100 feet from a lot line, the expansion of the building is not permitted to be located any closer than the footprint depicted on Schedule B – Site Plan. ; and,
- (d) A total area of 2,500 square feet is permitted to be used for outdoor storage and display in an area generally consistent with the area identified on Schedule B – Site Plan.

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

### **2.3 Signs**

- (a) Signs shall only be constructed of wood and/or metal;
- (b) Internally illuminated signs are prohibited;
- (c) All signs must meet the requirements of the Land Use Bylaw for signs within the Agricultural (A1) Zone; and,
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the erection or installation of any sign.

### **2.4 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.

### **2.5 Lighting**

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

## **2.6 Parking**

The Property Owner shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedule B – Site Plan. The Property Owner shall provide the following:

- (a) One (1) parking space for every employee up to 10 spaces within the gravelled areas depicted on Schedule B – Site Plan;
- (b) Two parking spaces for customers of the Property Owner to be located within the area identified as a parking area on Schedule B – Site Plan; and,
- (c) Parking locations shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

## **2.7 Access and Egress**

- (a) Vehicle access and egress shall be in general conformance with Schedule 'B' – Site Plan;
- (b) The Property Owner shall submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement; and,
- (c) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

## **2.8 Servicing**

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

## **2.9 Erosion and Sedimentation Control**

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and 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.

## **2.10 Pollution**

The Property Owner agrees to use proper containment systems and spill kits for any storage, and outdoor fabrication and raw material.

## **2.11 Subdivision**

- (a) No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.

## **PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters:

- (a) Changes to the uses permitted on the property by Section 2.2 of this Agreement.
- (b) Development that would result in any change to Schedule B - Site Plan for uses specifically enabled by this Agreement except for expansions provided for in this Agreement. Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.

**3.4** 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 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.

- 3.5** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use 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 Expiry Date**

The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.

## **PART 5 COMPLIANCE**

### **5.1 Compliance With Other Bylaws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

### **5.2 Municipal Responsibility**

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the



Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.

- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

#### **5.5 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

#### **5.6 Severability of Provisions**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

#### **5.7 Interpretation**

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

#### **5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

### **PART 6 ACKNOWLEDGEMENT OF FARMING PRACTICES**

The Property Owner acknowledges that the Property is located in an area of active agricultural practices and agricultural processing industries, which may generate traffic, noise, dust, and odors. The Property Owner recognizes the right of surrounding landowners to carry on activities normally associated with farming and related businesses.

**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 signing 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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**ALL BEAUTY SIDING LIMITED**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Cole, President

**Schedule 'A'**  
**Property Descriptions**

*Copied from Property Online on October 1, 2018*

Registration County: KINGS COUNTY

Street/Place Name: NO 221 HIGHWAY /WELTONS CORNER

Title of Plan: PLAN OF S/D SHOWING DIVISION OF LOT 1-2004 LANDS CONVEYED TO MICHAEL J COLE TO FORM PARCEL A & PARCEL B PARCEL A TO BE CONSOLIDATED WITH LOT 2017 LANDS CONVEYED TO ALL BEAUTY SIDING LTD TO FORM LOT 2017A PARCEL B TO BE CONSOLIDATED WITH LOT 2018 LANDS CONVEYED TO MICHAEL J COLE TO FORM LOT 2018B NO 221 HWY WELTONS CORNER

Designation of Parcel on Plan: LOT 2017A

Registration Number of Plan: 112543062

Registration Date of Plan: 2018-05-04 09:48:08

\*\*\* 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: 2018

Plan or Document Number: 112543062

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Land Use Bylaw map and text amendments**  
Application from Big Moon Canada to rezone a portion of the property at 1233 Cape Split Road from Forestry (F1) to Resource Industrial (M4) and proposed land use bylaw text amendment to add '*Tidal Power Facility*' to the list of permitted uses in the Resource Industrial (M4) Zone.  
File # 18-12

**From:**        Planning and Development

**Date:**        Tuesday, January 8, 2019

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### **Background**

Big Moon Canada has applied to rezone a portion of the property at 1233 Cape Split Road from Forestry (F1) to Resource Industrial (M4). The application also includes a text amendment to add '*Tidal Power Facility*' to the list of permitted uses in the Resource Industrial (M4) Zone.

The application and staff report were reviewed by the Planning Advisory Committee on Tuesday, November 13, 2018. At this meeting, the Committee forwarded a positive recommendation to Council.

On Tuesday, December 4, 2018, Municipal Council gave First Reading to the proposed amendments and forwarded it on to this Public Hearing. The Land Use Bylaw map and text amendments are attached as Appendix A and Appendix B.

### **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 by giving them 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 will begin.

**Appendix A  
Proposed Land Use Bylaw Map Amendment**

**THE MUNICIPALITY OF THE COUNTY OF KINGS**

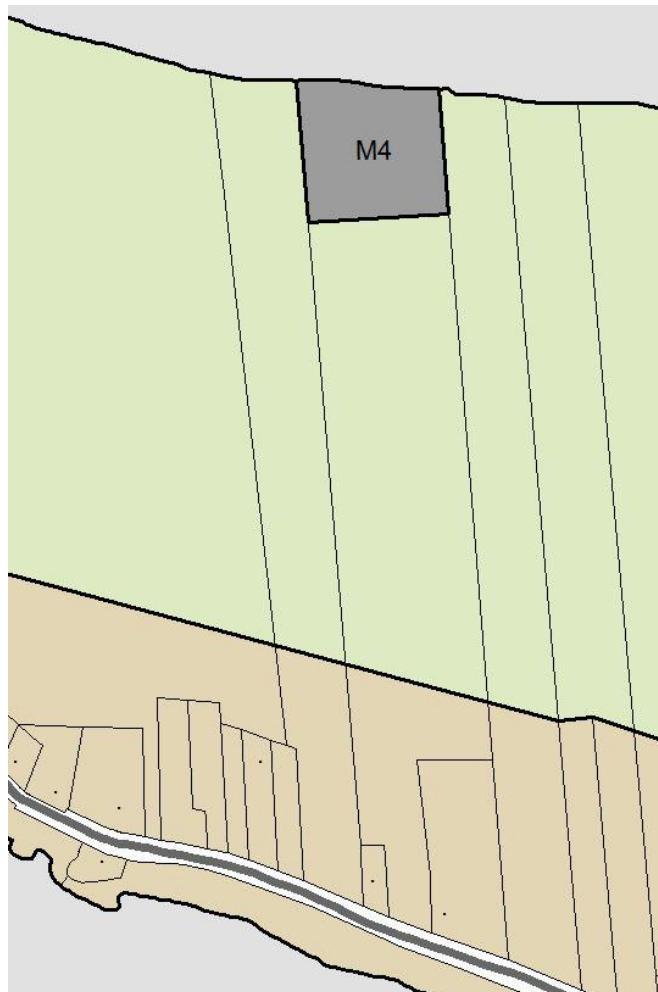
**AMENDMENT TO BYLAW #75**

**COUNTY OF KINGS LAND USE BYLAW**

**Proposed map amendment to rezone property at 1233 Cape Split Road, (PIDs 55014096 & 55508998) Scots Bay from the Country Residential (R6) and Forestry (F1) Zone to the Resource Industrial (M4) Zone.**

**BYLAW #75**

1. Amend LUB Schedule 1m, the Rural Zoning map, by rezoning a portion of the property at 1233 Cape Split Road from the Country Residential (R6) and Forestry (F1) Zone to the Resource Industrial (M4) Zone, as shown on the inset copy of a portion of Schedule 1m below.



**Appendix B  
Proposed Land Use Bylaw Text Amendment**

**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO BYLAW #75**

**COUNTY OF KINGS LAND USE BYLAW**

**Proposed text amendment to list Tidal Energy Facility as a permitted use within the  
Resource Industrial (M4) Zone.**

1. Replace the list of permitted uses, in section 13.2.2 with the following:  
\* Additional use is **highlighted** for emphasis

**13.2.2 Permitted Uses**

No Development Permit shall be issued in a Resource Industrial (M4) Zone except for one or more of the following uses and subject to the following requirements:

- Aggregate Equipment Parts, Sales and Service
- Aggregate Related Industries
- Agricultural Equipment Parts, Sales and Service
- Agricultural Related Industries
- Bulk Chemical Storage
- Bulk Fuel Storage
- Cold Storage Facilities
- Composting Facilities
- Existing Uses as of the date of enactment of this provision
- Fishing Equipment Parts, Sales and Service
- Fishing Related Industries
- Forestry Equipment Parts, Sales and Service
- Forestry Related Industries
- Light Industrial Commercial (M1) Zone Uses Within Existing Structures
- Peat Moss Packaging and Processing
- Septic Tank Service
- Small-Scale Wind Turbines
- Tidal Energy Facility**
- Transport and Trucking
- Warehousing and Storage
- Waste Transfer Stations
- Well Drilling Services
- Wind Monitoring (Meteorological) Towers (subject to conditions)

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Rezoning Application in New Minas**  
Application to rezone the properties at 5850 Prospect Road, New Minas (PIDs 55495659 & 55200000) from the Residential One and Two Unit (R2) Zone to the Major Commercial (C1) Zone to the Major Commercial (C1)  
File # 18-15

**From:**        Planning and Development Division

**Date:**         Tuesday, January 8, 2019

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### **Background**

Greg Patterson has applied to rezone the properties at 5850 Prospect Road, New Minas (PIDs 55495659 & 55200000), from the Residential One and Two Unit (R2) Zone. The proposed rezoning would permit a broad range of commercial uses.

The application and staff report were reviewed by the New Minas Area Advisory Committee on November 5, 2018 and the Planning Advisory Committee on Tuesday, November 13, 2018. At these meetings, the Committees forwarded a positive recommendation to Council.

On Tuesday, December 4, 2018, Municipal Council gave First Reading to the proposed rezoning and forwarded it on to this Public Hearing. The Land Use Bylaw map amendment associated with the proposal is attached as Appendix A.

### **Public Hearing**

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendment by giving it Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

**Appendix A – Land Use Bylaw Map Amendment**

**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO BYLAW # 57**

**NEW MINAS LAND USE BYLAW**

**Land Use Bylaw Map Amendment to rezone the property at 5850 Prospect Road, New Minas (PIDs 55495659 and 55200000) from the One and Two Unit Residential (R2) Zone to the Major Commercial I (C1) Zone**

**BYLAW 57 – NEW MINAS LAND USE BYLAW**

1. Amend Land Use Bylaw Schedule 11g, the Growth Centre map for New Minas, to rezone the property at 5850 Prospect Road as shown on the inset copy of a portion of Schedule 11g below.

