

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Gaspereau**
Application to enter into a Development Agreement to permit a tourist commercial use at PID 55224067 Greenfield Road, Gaspereau
File #24-11 (Vincent den Hartog)

From: Planning Services

Date: November 3rd, 2025

Background

Vincent den Hartog, on behalf of Duguay Gaspereau Inc, has applied to enter into a Development Agreement on the property at PID 55224067 Greenfield Road, Gaspereau. The requested change is to permit a tourist commercial use for 8 tourist cabins.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on July 15th, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On October 7th, Municipal Council gave Initial Consideration to the proposed Development Agreement and forwarded it on to this Public Hearing. The proposed Development Agreement is attached as Appendix A.

Public Hearing

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendment by giving it Final Consideration at the Municipal Council meeting immediately following this public hearing. If approved, a Notice of Passing will be published on the municipal website, at which time a 14 day appeal period becomes effective.

Appendix A - Proposed Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Nicole and Robert Duguay, of Duguay Gaspereau Inc., of Cap-Pelé, New Brunswick, 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 **55224067**; and

WHEREAS the Property Owner wishes to use the Property for a **Tourist Commercial Use**; and

WHEREAS the Property is situated within an area designated **Agricultural (A)** on the Future Land Use Map of the Municipal Planning Strategy, and zoned **Rural Mixed Use (A2)** and **Environmental Constraints (O1)** on the Zoning Map of the Land Use By-law; and

WHEREAS the Property is partially situated in an area covered by the **Environmentally Sensitive Area Overlay (ESA)** on the Zoning Map of the Land Use By-Law; and

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and section **8.4.5 (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.
- (b) *Tourist Cabin* means a rental cabin, yurt or geo dome in which accommodation is provided on a short term or temporary basis to the travelling public.
- (c) *Laundry and Utilities Building* means an accessory building to the tourist commercial use and may include laundry facilities, custodial facilities, a storage area and refuse storage.
- (d) *Commercial Fishing Operation* means the land, buildings, concrete wharf and infrastructure used to support the catching, storage and processing of fish for transport, from the Gaspereau River.
- (e) *Access Property* means the property located at PID 55537187 which provides driveway access from Greenfield Road to the Property by a deeded right-of-way.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and

- (b) A maximum of 8 tourist cabins, having a maximum building footprint of 500 square feet and a maximum height of 26 feet within the 'Development Zone for Structures' specified on Schedule B, Site Plan. Each tourist cabin shall have one dedicated parking space;
- (c) A laundry and utilities building accessory to the tourist cabins, in the location indicated on Schedule B, Site Plan and having a maximum building height of 20 feet.

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

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

2.3 Vehicle Access and Parking

All vehicle access to the tourist cabins on the Property shall use the existing deeded right-of-way through the Access Property, unless alternate access is otherwise approved by the Nova Scotia Department of Public Works, or its successor bodies.

Vehicle Access to the tourist cabins, within the Property, and parking spaces for the tourist cabins shall be permitted outside of the 'development zone for structures' as show on Schedule B, Site Plan. If alternative access to the Property is approved by the Nova Scotia Department of Public Works, or its successor bodies, an amendment to the Site Plan, shown in Schedule B, is a non-substantive matter and requires Development Officer approval.

2.4 Gates

The Property owner shall install two gates across the internal access ways in accordance with Schedule B, Site Plan. Guests of the tourist cabins shall not be permitted vehicular access to the Commercial Fishing Operation, through the southern gate.

2.5 Refuse Storage

Refuse associated with the tourist cabins enabled by this Agreement shall be contained in an enclosed space in the laundry and utility building, until it is collected or transported off the Property.

2.6 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.

2.7 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.

2.8 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 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.

2.9 Setbacks

Uses enabled by this Agreement and associated activities including, but not limited to, picnic areas and fire pits, shall be set back a minimum of 110 feet from the northern lot line and 50 feet from the eastern boundary of the Property. The setbacks do not apply to the vehicle access and parking permitted through section 2.3 of this Agreement.

2.10 Lighting

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

2.11 Signage

Signage on the Property shall be limited to one Ground Sign in accordance with Section 14.6.10 of the Land Use By-Law – Home-based Business Signs.

2.12 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.

2.13 Agricultural Designation Acknowledgement

The property owners acknowledge that the Property is located in the Agricultural Designation where rural businesses and agricultural operations occur as-of-right, which may result in noise, odours, dust and flies 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 PID 55224067 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 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 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 a resolution of Chief Administrative Officer to give such Notice:
- (b) 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,
 - (c) 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** The Chief Administrative Officer 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 the Chief Administrative Officer 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 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 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 by resolution of the Chief Administrative Officer in accordance with section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner. Upon the written request of the Property Owner, the Municipality, by resolution of the Chief Administrative Officer, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Property Owner is *bona fide* delayed from commencing the development for reasons which are beyond the Property Owner's Control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Property Owner is excused for the period of the delay and the time period for the Property Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

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.

Without limiting the generality of the above, the Property Owner and not the Municipality shall be responsible for the risk of disputes with the owner of the Access Property, and for compliance with conditions and restrictions regarding the right of way over the Access Property, including seasonal restrictions on the use of the right of way by “large vehicles”.

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 Owners 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.

5.8 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*.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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 in 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
In the presence of:

NICOLE AND ROBERT DUGUAY

Witness

Nicole Duguay

Date

Witness

Robert Duguay

Date

Schedule A – Property Description

PID 55224067

Accessed via Property Online, April 17th, 2025

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situated in the Township of Horton and more particularly described as follows:

BEGINNING at the southwest corner of lands of Frank Huston where said lands joint the Gaspereaux River;

THENCE running northwardly along said Huston's West sideline of the highway;

THENCE runing westerly and southerly along the south and east side of the highway to the Mill Brook;

THENCE easterly along the North side of Mill Brook and the Gaspereaux River to the place of beginning.

EXCEPTIONS

FIRST EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM All that land conveyed for the diversion of McAnnany Hill Road on October 6, 1953 as shown on a Plan filed in the Kings County Land Registration Office as Plan A-297. Also see Deed registered in the Kings County Land Registration Office in Book 189 at Page 248.

SECOND EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 22, 1965 and registered in the Kings County Land Registration Office in Book 226 at Page 646 on June 25, 1965.

THIRD EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by Deed registered in the Kings County Land Registration Office in Book 240 at Page 145. Lot is depicted on a Plan of Survey filed as Plan A-720.

FOURTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated November 8, 1965 and registered in the Kings County Land Registration Office in Book 242 at Page 113 on November 9, 1965.

FIFTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot of land conveyed by deed registered in the Kings County Land Registration Office in Book 244 at Page 150. Lot is depicted on a Plan of Survey filed in the Kings County Land Registration Office as Plan A-745.

SIXTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 24, 1966 and registered in the Kings County Land Registration Office in Book 250 at Page 32 on June 27, 1966.

SEVENTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 24, 1966 and registered in the Kings County Land Registration Office in Book 250 at Page 32 on June 27, 1966.

EIGHTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM all land on the west side of the 1953 diversion of the McAnaney Hill Road. See Deed registered in the Kings County Land Registration Office in Book 336 at Page 460.

SAVING AND EXCEPTING Lot 1 as shown on registered plan no. 114305379 recorded in the Land Registration Office for Kings County.

BENEFIT

TOGETHER WITH a right of way for ingress and egress to and from the public highway over and across the area shown as "Parcel AUE-1" on the plan of subdivision recorded as document number 114305379 on April 11, 2019, provided that the Grantee herein, as well as their heirs, successors and assigns, shall pay to the Grantor herein, as well as their heirs, successors and assigns, the sum of \$100.00 per year on or before the 15th day of April each year for the use of said right of way and provided that large vehicles shall only be used in connection with this right of way between mid-April and Mid-June of each year.

*** Municipal Government Act., Part 1X Compliance ***

Compliance:

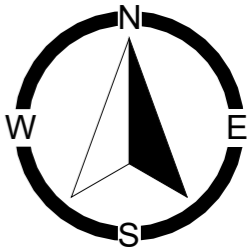
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2019

Plan or Document Number: 114305379

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.



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GREENFIELD ROAD

PID: 55224067
AREA: +/- 7.5 ACRES

DEVELOPMENT ZONE
FOR STRUCTURES

EXISTING SHED

GASPEREAU RIVER

EXISTING BUILDING
(STORAGE & FISHING)

DEVELOPMENT ZONE
(STORAGE & LAUNDRY)

SITE INFORMATION OBTAINED FROM VIEWPOINT. SITE PLAN IS INTENDED TO BE USED AS A TOOL TO AID IN DESIGN. SITE INFORMATION IS TO BE VERIFIED BY SITE SURVEY PRIOR TO ANY WORK.

