



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday, February 4, 2025

6:00 P.M.

Council Chambers

AGENDA

1. Call Meeting to Order
2. Business
 - a. Application to enter into a Development Agreement on Old Dyke Road (PID 55209530) in New Minas (File 20-17, Laura Mosher) 2
 - b. Application to rezone three properties on Brooklyn Street (PID 55047856, 55472955, 55473987) in North Kentville (File 24-09, Alice Jacob) 17
 - c. Application to amend the Land Use By-law (File 24-14, Alice Jacob) 19
3. Adjournment

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Application to enter into a development agreement in New Minas**

Application to enter into a development agreement to permit the development of two multi-unit dwellings on Old Dyke Road, New Minas
File # 20-17 (Eryn Dagey – Insight Design Co.)

From: Planning and Development Division

Date: February 4, 2025

Background

Eryn Dagey of Insight Design Co. has applied to enter into a development agreement to permit the development of two multi-unit dwellings on Old Dyke Road (PID55209530), New Minas.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on December 10, 2024. At this meeting, the Committee forwarded a positive recommendation to Council.

On January 7, 2025, Municipal Council gave Initial Consideration to the proposed development agreement and forwarded the application 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 amendment by giving it Final Consideration at the Municipal Council 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.

THIS DEVELOPMENT AGREEMENT BETWEEN:

BILLY BOB FOODS LIMITED, of Wolfville, 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 55209530; and

WHEREAS the Property Owner wishes to use the Property for multi-unit residential development uses; and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential Mixed Density (R3) Zone on the Zoning Map of the Land Use By-law; and New Minas Wellfield Overlay B

WHEREAS policy 3.1.10 of the Municipal Planning Strategy and section 4.5.5(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 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) Two multi-unit dwellings, identified as North Building and South Building on Schedule B – Site Plan, containing no more than a total of fifty (50) residential units:
 - i. The multi-unit dwelling located within the area identified as ‘North Building’ on Schedule B – Site Plan shall have a maximum height of 3 storeys, or 40 feet, whichever is greater;
 - ii. The multi-unit dwelling located within the area identified as ‘South Building’ on Schedule B – Site Plan shall have a maximum height of 4 storeys, or 50 feet, whichever is greater; and

- (b) Accessory uses and buildings shall be permitted subject to the requirements of the Residential Mixed Density (R3) Zone.

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 Development Standards

- (a) The Property Owner shall develop the Property in conformance with the lot requirements for multi-unit dwellings in the Residential Mixed Density (R3) Zone.
- (b) Notwithstanding (a), above, balconies located on the south side of Building B shall be permitted to encroach 6 feet into the required side yard setback.

2.3 Site Plan

- (a) All uses enabled by this Agreement on the Property shall be developed in general conformance with Schedule B - Site Plan
- (b) Any future changes to Schedule B, Site Plan that would result in a change to the access must be approved by the Department of Transportation and Infrastructure Renewal or any successor body.

2.4 Amenity Area

Each residential unit on the property shall be provided with a private patio, balcony, or deck.

2.5 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. The Property Owner shall ensure that any storage of solid waste or yard equipment shall be stored entirely within the main buildings or an accessory building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

2.6 Subdivision

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.

2.7 Buffering and Vegetation

The Property Owner shall install buffering in the form of fencing, vegetation or a combination thereof that provides an effective visual barrier along the rear (western) property line:

- (a) Vegetation shall consist of consist of shrubs, trees or other vegetation that will grow to a minimum height of 20 feet; and,
- (b) Fencing shall be opaque and have a minimum height of 6 feet and a maximum height of 10 feet

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 Active Transportation

The Property owner shall provide bicycle parking at a rate of 0.5 spaces per residential unit. The location of bicycle parking shall be identified at the time of permitting. Access to which shall be maintained throughout the calendar year.

2.9 Parking

Parking shall be provided in accordance with Section 14.5 of the Land Use By-law. Nothing in this agreement shall prevent the Property Owner from locating parking areas on any area added to the Property through subdivision.

2.10 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 downwards and away from streets and neighbouring properties.

2.11 Drainage

- (a) Prior to any development permits being issued, the Property Owner shall submit a drainage plan prepared to the satisfaction of the Municipal Engineer that considers historical flooding patterns and area drainage systems and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties. If the stormwater management plan provided by the Owner does not in fact balance pre-and post-construction flows to ensure the absence of such impacts the Owner shall undertake such remediation as the Municipal Engineer may reasonably require.

- (b) The owner is solely responsible for the maintenance of any on site stormwater management infrastructure.

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 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Property Owner, and shall be reinstated, removed, replaced or relocated by the Property Owner as directed by the Development Officer, in consultation with the Municipal Engineer.

2.14 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.

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 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 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 Council 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 Council to give such Notice:
- (a) as provided for in Section 3.4 of this Agreement; or
 - (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** 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 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 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. Upon the written request of the Property Owner providing bona fide reasons for delay, the Development 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) 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.

5.8 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.

5.14 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.

DRAFT

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

David L Corkum, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

Billy Bob Foods Limited

Witness

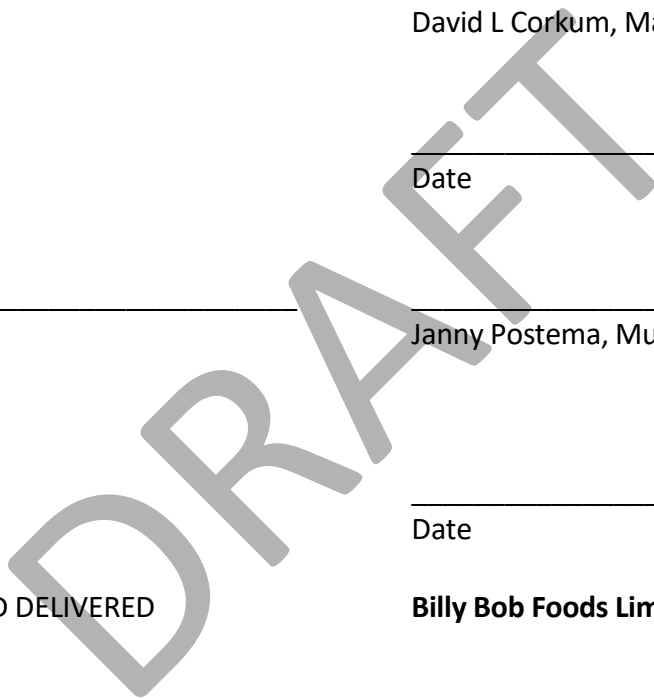
Charbil Jarmash

Date

Witness

Nabil Jarmash

Date



Schedule A – Property Description

Taken from Property Online, December 2023

ALL that certain lot, piece or parcel of land and premises situate, lying and being in the Clark and McCurdy Subdivision on the West side of Old Dyke Road in New Minas in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

COMMENCING at a birch tree marking the point of intersection of the Northeast corner of Lot No. 1 of said Subdivision and the Old Dyke Road;

THENCE South 70 degrees 40 minutes West approximately 325 Feet along the North side of Lots 1 and 2 to the East side of Lot No. 5;

THENCE North 10 degrees 25 minutes East 366 Feet along the East side of Lots 5 and 6 to the South bound of a right-of-way;

THENCE North 86 degrees 30 minutes East approximately 68 Feet along the South bound of the right-of-way to the said Old Dyke Road;

THENCE along the various courses of the Old Dyke Road to the place of BEGINNING;

CONTAINING approximately 1.2 acres.

BEING AND INTENDED TO BE Lot No. 3 of the Clark and McCurdy Subdivision, the approved Plan of which dated January 6, 1948 was filed on April 2, 1948 in the Registry of Deeds at Kentville as No. A158.

THE ABOVE BEING AND INTENDED TO BE Lot No. 1 conveyed by Donna E. Steele to John D. C. McDougall by Warranty Deed dated December 11, 1987 and recorded on December 15, 1987 in the Kings County Registry of Deeds in Book 722 at Page 514 as Document No. 18559.

AND FURTHER BEING AND INTENDED TO BE Lot No. 1 conveyed to John Douglas Corbett McDougall and Janice Marie McDougall, spouses, as Joint Tenants, by Warranty Deed from John Douglas Corbett McDougall as Grantor dated August 1, 2013 and recorded on August 12, 2013 in the Kings County Land Registration Office under Document No. 103577319. John D. C. McDougall passed away at Halifax, NS on November 1, 2013, leaving his widow Janice Marie McDougall as sole owner of the above described lands by right of survivorship.

EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM the expropriation by the Province of Nova Scotia of those lands described as Parcel B, Portion of Old Dyke Road, on a Right-of-Way Plan prepared by the Nova Scotia Department of Transportation and Infrastructure Renewal File No. 69900 dated June 5, 2009, and filed on September 21, 2010 in the Kings County Land Registration Office under Plan No. 96828265, having an area of 585.39 square meters. The said

Right-of-Way Plan was filed a second time for expropriation purposes on September 21, 2011 in the Kings County Land Registration Office under Plan No. 99163744. Parcel B was the subject of an Expropriation Document signed by the Minister of Justice and Attorney General for the Province of Nova Scotia on August 5, 2011, and subsequently recorded on September 20, 2011 in the Kings County Land Registration Office under Document No. 99157878. The legal description of Parcel B was set out therein as Schedule A, and the Subdivision Plan of Parcel B was attached thereto as Schedule B. The expropriation of Parcel B was approved by Her Majesty the Queen in Right of the Province of Nova Scotia under Order in Council No. 2011-271 on July 19, 2011, as set out in Schedule C of the said Expropriation Document.

BURDEN NO. 1

SUBJECT HOWEVER to a sewer easement in favour of the Village Commissioners of the Village of New Minas, having a width of 20 feet and running in a southeasterly direction from a point near the northwest corner of the above described Lot No. 3 until it enters the elbow curve or turning point in the lands now of Terry Manford Vaughan (see PID 55506430), from whence the said 20 foot sewer easement turns at a right angle northeasterly to cross the expropriated public highway now known as Old Dyke Road. The location of this said 20 foot wide sewer easement through the northern section of the above described Lot No. 3 is depicted on the property survey of lands of John Graves prepared by Hiltz and Seamone Co. Ltd. Drawing No. 1618-1 dated October 23, 1970 and filed on October 29, 1970 in the Kings County Registry of Deeds under Plan A1608. On that Plan the northern portion of the above described parcel is depicted as lands of John Graves, lying east of lands of George Goucher and west of lands of Margaret Keddy. The location of this 20 foot wide sewer easement or right of way to the Village of New Minas is also depicted on a Right of Way Survey prepared by Hiltz and Seamone Co. Ltd. dated September 20, 1969 under their Drawing No. 1437-38, a copy of which was filed on July 6, 1970 in the Kings County Registry of Deeds under Plan A1519. On that Survey the lands of John Graves on the west side of Old Dyke Road are depicted. There is no known recorded Grant of Easement to the Village Commissioners of the Village of New Minas from John Charles Graves, whereby the subject portion of the 20 foot sewer line running from Commercial Street in New Minas to Cornwallis Avenue in New Minas is granted with respect to the above described Lot No. 3 of the Clark and McCurdy Subdivision. With regard to Plan A1519, see Grants of Easement to the Village of New Minas Commissioners from Margaret Keddy recorded in Book 289 at Page 799 and from Hazen and Muriel Fowler recorded in Book 286 at Page 180. For this reason, all previous references to this sewer easement in favour of the Village of New Minas have not recited any registered Grant of Easement or Right of Way from any previous owner of the above described lands. The enabling document for this Village of New Minas Sewer Easement was first noted as a burden in in the Deed from the Estate of David R. Keddy and by Margaret Keddy to John Charles Graves dated October 29, 1970 and recorded on that same date in the Kings County Registry of Deeds in Book 291 at Page 459 as Document No. 799.

BURDEN NO. 2

SUBJECT HOWEVER to a Grant of Easement in favour of Nova Scotia Power Inc., a body corporate, signed by John D. C. McDougall on November 2, 2010 and recorded on January 12,

2011 in the Kings County Land Registration Office as Document No. 97565841, pertaining to Proposed Easement 6 having an area of 297.77 square meters as depicted on the Plan attached thereto as Schedule A prepared by DeWolfe and Morse Surveying Limited dated October 5, 2010. This instrument contains the usage details of this utility easement in full text. This is the enabling document for this easement under the Land Registration Act.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

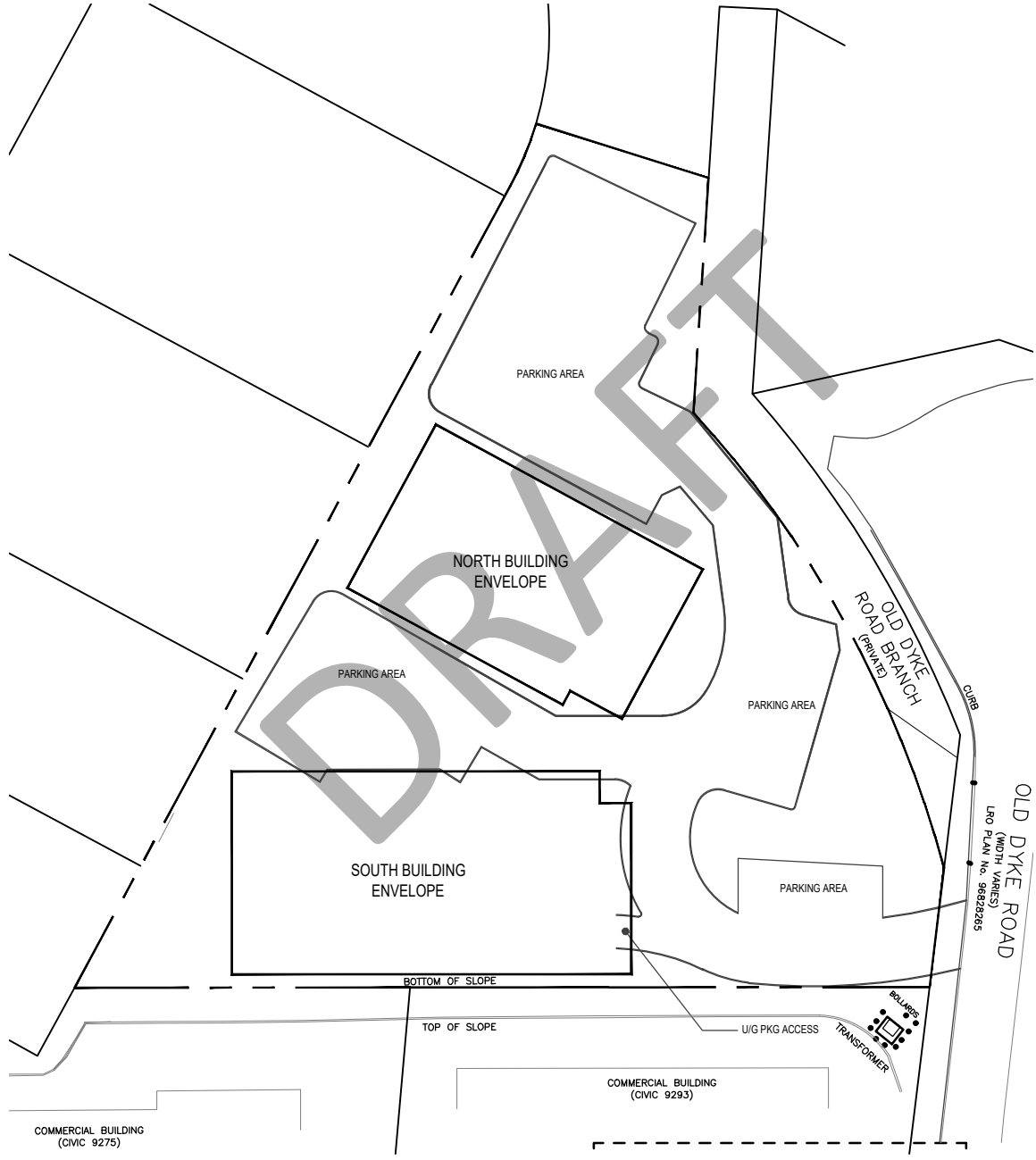
The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(b) resulting from an expropriation.

DRAFT

Schedule B - Site Plan



DEVELOPMENT SITE PLAN

1/64" = 1'-0"

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-law Map Amendment in North Kentville**
Application to rezone three properties located on Brooklyn Street (PIDs: 55047856, 55472955, 55473987), North Kentville from the Residential One and Two Unit (R2) Zone to the Residential Multi-unit (R4) Zone.
File: 24-09 (Nick Bentley)

From: Planning and Development Department

Date: February 4, 2025

Background

Nick Bentley of 3264285 Nova Scotia Limited has applied to amend the Land Use By-law ('LUB') map to rezone three properties located on Brooklyn Street (PIDs: 55047856, 55472955, 55473987), North Kentville from the Residential One and Two Unit (R2) Zone to the Residential Multi-unit (R4) Zone to enable the development of multi-unit dwellings on the subject properties. The applicant intends to build two 30-unit multi-unit dwellings, totalling 60 units on the subject properties.

The Staff Report and draft Land Use By-Law map amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on December 10, 2024. At this meeting, the Committee forwarded a positive recommendation to Council.

On January 7, 2025, Municipal Council gave First Reading to the proposed Land Use By-Law map amendment and forwarded it on to this Public Hearing. The proposed Land Use By-Law map amendment 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 a Second Reading 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
Proposed Land Use By-law Map Amendment (By-law 106)**

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use By-Law Map Amendment to rezone the properties located on Brooklyn Street (PIDs: 55047856, 55472955, 55473987), North Kentville from the Residential One and Two Unit (R2) Zone to the Residential Multi-unit (R4) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 10 North Kentville, to rezone PIDs: 55047856, 55472955, and 55473987, from the Residential One and Two Unit (R2) Zone to the Residential Multi-unit (R4) Zone, as shown on the inset copy of a portion of Map 10 below.



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 enable Bed and Breakfast Operations within residential units in all zones that permit residential units.
File: 24-14 (Tracy Gerhardt)

From: Planning and Development Department

Date: February 4, 2025

Background

Tracy Gerhardt has submitted an application for a Land Use By-law Text Amendment to enable bed and breakfast operations within residential units in all zones that permit residential units. This would relax certain requirements for bed and breakfast operations and enable the applicant to operate one within her existing dwelling in Black River Lake.

The Staff Report and draft Land Use By-Law text amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on December 10, 2024. At this meeting, the Committee forwarded a positive recommendation to Council.

On January 7, 2025, Municipal Council gave First Reading to the proposed Land Use By-Law text amendment and forwarded it on to this Public Hearing. The proposed Land Use By-Law text amendment 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 a Second Reading 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

Proposed Land Use By-law Text Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use By-law Text Amendment to permit bed and breakfast operations within residential units in all zones that permit residential units.

BY-LAW 106 Land Use By-law

1. Amend sections 14.3.29, 14.4.3(d), 14.4.3 (f), 14.4.4(d), 14.4.4(f) and 14.4.7 of the Land Use By-Law, by deleting the sections and replacing with the following:

14.3.29 Uses Within Residential Units (*Amended October 1, 2024, File #P21-01*)

The use of residential units as a residential care home, a **bed and breakfast operation** or as accommodations shall be permitted within all zones that permit residential units. **Bed and breakfast operations shall be permitted to use up to four (4) bedrooms unless located within the Grand Pré Heritage Conservation District where the use of five (5) bedrooms is permitted.** These uses shall be subject to the requirements of the zone. Any associated signs shall be subject to the requirements of a home-based business sign.

1. Amended October 1, 2024, File #P21-01)

2. Amended [date], File #24-14

14.4.3 Home-based Businesses - Level 2

Level 2 home-based businesses shall be subject to the conditions noted below.

(d)	Permitted Uses	<p>Antique Shops Bed and Breakfast Operations up to four (4) bedrooms Business Offices Consignment Shops Craft Product Workshops Domestic Animal Grooming Food and Drink Production Goods and Services Shops Home Day Cares Household Item Repair Services Office of a Medical or Dental Practitioner Personal Service Shops Residential Care Homes¹ Studios for the instruction of classes containing up to five (5) students</p>
(f)	Size	<p>A maximum of 1,000 square feet of gross floor area or 40 per cent of the gross floor area of the residential unit, whichever is less</p> <p>The maximum size does not apply to bed and breakfast operations, home day cares and residential care homes.</p>

1. Amended to remove "Residential Care Homes", October 1, 2024, File #P21-01)

2. Amended to remove "Bed and Breakfast Operations up to four (4) bedrooms", [date], File #24-14

14.4.4 Home-based Businesses - Level 3

Level 3 home-based businesses shall be subject to the conditions noted below.

(d)	<p>Permitted Uses</p> <ul style="list-style-type: none"> Animal Boarding Facilities Antique Shops Automotive Repair subject to the special requirements set in section 14.4.5, below Bed and Breakfast Operations up to four (4) bedrooms Building and Construction Contractors Business Offices Consignment Shops Convenience Stores up to 500 square feet of gross floor area Craft Product Workshops Domestic Animal Grooming Firewood Processing and Sales Food and Drink Production Goods and Services Shops Heavy Equipment Facilities subject to the special requirements set in section 14.4.5, below Home Day Cares Household Item Repair Services Indoor Storage of cars, boats, recreational vehicles and similar items in existing buildings Office of a Medical or Dental Practitioner Personal Service Shops Plant Sales Professional Trades subject to the special requirements set in section 14.4.5, below Restaurants up to 500 square feet of gross floor area Residential Care Homes¹ Studios for the instruction of classes
(f)	<p>Size</p> <p>No more than 40 per cent of the gross floor area of the residential unit shall be used for the home-based business. Home based businesses located in accessory buildings may be larger than 40 per cent of the gross floor area of the residential unit but shall not exceed the maximum total size, above. (Amended October 1, 2024, File #P21-01)</p> <p>The maximum size shall not apply to: indoor storage of cars, boats, recreational vehicles and similar items within existing buildings, which is not limited in size but cannot be expanded from existing building footprint;</p> <p>The maximum size and percentage shall not apply to: Bed and Breakfast Operations; or Home Day Cares; or Residential Care Homes.</p>

1. Amended to remove "Residential Care Homes", October 1, 2024, File #P21-01)

2. Amended to remove "Bed and Breakfast Operations up to four (4) bedrooms", [date], File #24-14

14.4.7 Incentives for Properties that Participate in the Grand Pré Heritage Conservation District

Properties that participate in the Grand Pré Heritage Conservation District are eligible for the following incentives:

	Land Use By-law Provision	Increased Flexibility
(a)	Home Based Business – Level 3 Permitted number of non-resident employees Clause 14.4.4	Increased from four (4) to five (5)
(b)	Home Based Business – Level 3 Signs Clause 14.6	The maximum size of a home-based business sign is increased from 10 sq. ft to 15 sq. ft

Amended [date], File #24-14