

Region of Queens Municipality

Public Hearing

Multiple Unit Dwelling by Development Agreement –

6755 Highway 3, Hunts Point

Tuesday, January 10, 2023

9:00 a.m.

Agenda

Purpose:

The purpose of this Public Hearing is to provide any interested person an opportunity to present an oral or written presentation to Council of Region of Queens Municipality with regard to the intent to enter into a development agreement with 3332373 Nova Scotia Limited to allow for a multiple unit dwelling on property identified as PID #70055058 and located at 6755 Highway 3 in Hunts Point.

The procedure for this Public Hearing is as follows:

A. OPENING REMARKS:

- 1) Every person is eligible to speak, but first must be recognized by the Chair and must give his or her name and address before commencing.
- 2) A person may speak more than once, but preference will be given to those who have not previously spoken.
- 3) This meeting will be conducted following parliamentary procedure. This Council uses its own Rules of Order, as well as Bourinot's Rules of Order.
- 4) Staff review and comments.
- 5) The floor is now open for comments.

B. CLOSING REMARKS

C. ADJOURNMENT

**Region of Queens Municipality
Staff Report**

7.6

To: Council

From: Mike MacLeod, Director of Planning and Development

Date: December 13, 2022

Re: Multiple Unit Dwelling by Development Agreement – 6755 Highway 3, Hunts Point

Background

Region of Queens Municipality has received an application to enter into a development agreement that would allow for the conversion of an existing 7 unit fixed roof overnight accommodation to a multiple unit residential dwelling on property identified as PID# 70055058 and located at 6755 Highway 3 in Hunts Point. A copy of the application is attached as Appendix A.



Details

The property is zoned as Hamlet Core (HC) under the Land Use Bylaw and has a future land use designation of Residential (RES) under the Municipal Planning Strategy.



Zoning Map

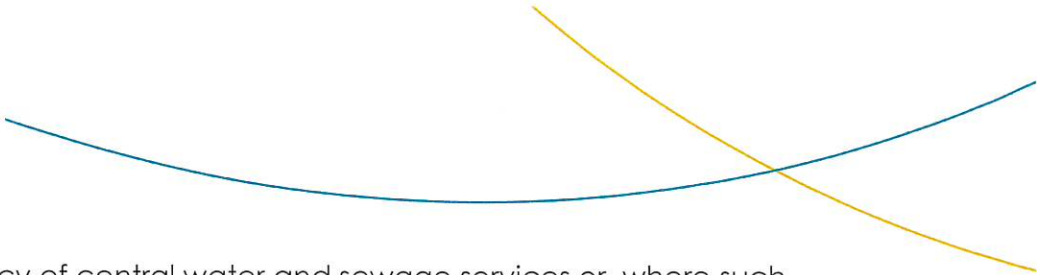
A multi-unit dwelling containing more than 4 units is a use that is not permitted as of right in the Hamlet Core (HC) Zone. This being said; however, Council has incorporated provision within the Land Use Bylaw whereby it can consider such uses through a development agreement process.

Residential Uses in Hamlet Zones

	HR	HC	SPECIAL REQ's
Accessory Dwelling	P	P	S7.1
Bed and Breakfast -			
5 or fewer sleeping units	P	P	
More than 5 sleeping units	DA	P	
Boarding House -			
5 or fewer sleeping units	P	P	
More than 5 sleeping units	-	DA	
Converted Dwelling -			
5 or fewer dwelling units	P	P	S7.5
Duplex Dwelling	P	P	
Grouped Dwellings -			
4 or fewer dwelling units	S	S	
5 to 8 dwelling units	-	DA	
Home-based Business -			
Level 1	P	P	S7.9
Level 2	-	S	
Mobile Home	P	P	S12.1.1(c) & (d)
Multi-unit Dwelling -			
4 dwelling units	S	S	
5 to 8 dwelling units	-	DA	
Nursing Home	-	P	

When evaluating development agreements, Council must be cognizant of the overall goals and policies of this MPS. In particular, it should have regard to the criteria listed in Policy 6-21.

- Policy 6-21:** Council shall not amend the Land Use Bylaw or approve a development agreement unless Council is satisfied the proposal:
- (a) is consistent with the intent of this Municipal Planning Strategy;
 - (b) does not conflict with any Municipal or Provincial programs, bylaws, or regulations in effect in the municipality;
 - (c) is not premature or inappropriate due to:
 - (i) the ability of the Municipality to absorb public costs related to the proposal;
 - (ii) impacts on existing drinking water supplies, both private and public;

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- (iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;
 - (iv) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal;
 - (v) the adequacy of fire protection services and equipment;
 - (vi) the adequacy and proximity of schools and other community facilities;
 - (vii) the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;
 - (viii) site-specific climate change risks;
 - (ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;
 - (ix) *impacts on known habitat for species at risk;*
 - (x) *light pollution and impacts on dark sky views, especially in the vicinity of the Kejimikujik Dark-Sky Preserve;*
 - (xi) *the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and*
 - (xiii) *negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.*

The Municipal Planning Strategy also establishes a list of conditions that may be incorporated in a development agreement.

Policy 6-15: *Council may specify conditions in the development agreement to bring the proposal into alignment with the enabling policy and the general criteria set out in Policy 6-21. Such conditions may include, but are not limited to, controls regarding:*

- (a) *servicing;*
- (b) *the type, location, and orientation of structures;*
- (c) *the architectural design of structures, including, but not limited to, bulk, scale, height, roof shape, building and cladding materials, and the shape and size and placement of doors and windows;*
- (d) *the provision of open space and amenities;*
- (e) *the type, size, and location of signage;*
- (f) *the type and orientation of exterior lighting;*
- (g) *management of solid waste, compost, and recycling;*

- 
- (h) *pedestrian, bicycle, and vehicular circulation;*
 - (i) *connections to existing or planned pedestrian, bicycle, and vehicular networks;*
 - (j) *the location and number of bicycle and vehicular parking and loading spaces;*
 - (k) *access for emergency vehicles;*
 - (l) *the location and type of landscaping, including fences and other forms of screening;*
 - (m) *stormwater management;*
 - (n) *grading and erosion control;*
 - (o) *the emission of noise, odour, light, liquids, gases, and dust;*
 - (p) *the type of materials stored and/or sold on site;*
 - (q) *hours of operation;*
 - (r) *the phasing of development;*
 - (s) *financial bonding for the construction and maintenance of components of the development, including, but not limited to, roads and landscaping;*
 - (t) *mitigation measures for construction impacts;*
 - (u) *time limits for the initiation and/or completion of development; and*
 - (v) *all other matters enabled in Section 227 of the Municipal Government Act.*

The process for entering into a development agreement is set out in Section 230 of the Municipal Government Act and requires a public hearing process prior to Council making a decision.

Adoption or amendment of development agreement

- 230 (1) A council shall adopt or amend a development agreement by policy.
- (2) A council shall hold a public hearing before approving a development agreement or an amendment to a development agreement.
- (3) Only those members of the council present at the public hearing may vote on the development agreement or the amendment.
- (4) Upon approving a development agreement or an amendment to a development agreement, the clerk shall place a notice in a newspaper circulating in the municipality stating that the development agreement is approved and setting out the right of appeal.
- (5) The clerk shall file a certified copy of a development agreement or amendment with the Minister when notice of the development agreement or an amendment to it is published.
- (6) Within seven days after a decision refusing to approve a development agreement or an amendment to a development agreement, the clerk shall notify the applicant in writing, giving reasons for the refusal and setting out the right of appeal.

(7) Amendments to those items in a development agreement that the parties have identified as not substantive, if the substantive items were identified in the agreement, or that were not identified as being substantive, do not require a public hearing. 1998, c. 18, s. 230; 2003, c. 9, s. 60.

Considerations

- PID# 70055058 has a lot area of approximately 10,450 square feet, with approximately 135 feet of frontage on Highway 3.
- The area is mix of low density residential and commercial businesses.
- There is an existing 7 unit fixed roof overnight accommodation operation located on the property.
- There are 9 parking stalls located on the subject property
- Intent is to change the use to multiple unit dwelling.
- Property is located on the Atlantic Ocean. The existing structure was constructed in compliance with regulations a time of construction.
- No intent to change the structural development, just the use of the property.
- Highway 3 is a provincially owned and maintained public road.
- Existing access to the property to be utilized.
- No municipal services in vicinity of subject property. Existing on-site septic and dug well.

Potential Options

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with 3332373 Nova Scotia Limited to allow for a multiple unit dwelling on property identified as PID#70055058 and located at 6755 Highway 3 in Hunts Point.

Tentative Timeframe

<u>Date</u>	<u>Procedure</u>
December 5, 2022	Planning Advisory Committee
December 13, 2022	Council
December 21, 2022	First Public Notice
December 28, 2022	Second Public Notice
January 10, 2023	Public Hearing
January 10, 2023	Council
January 18, 2023	Notice of Passing
February 2, 2023	Appeal Period Ends

In looking at the use that is being proposed for the property, the property itself and the surrounding area, it is the opinion of Staff that the change of use from short-term rental units to multiple residential units will have negligible impact. Sufficient terms and condition can be incorporated into a development agreement to meet the needs of the applicant and also to mitigate potential issues.

The Region's Planning Advisory Committee (PAC) met on December 5, 2022 to review the application and the proposed use of the property. Following discussion on the implications of the proposed use, PAC recommended in favor of entering into a development agreement to allow for conversion of the existing 7 unit fixed roof overnight accommodation to a multiple unit residential dwelling on the subject property.

A draft copy of the development agreement has been prepared for discussion purposes and is attached hereto as Appendix B.

Applicable Legislation

Municipal Government Act.

Recommendation

That Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with 3332373 Nova Scotia Limited to allow for a multiple unit dwelling on property identified as PID#70055058 and located at 6755 Highway 3 in Hunts Point.

And That a Public Hearing be held on January 10, 2023 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 9:00 a.m.

Appendix A



REGION OF QUEENS MUNICIPALITY LAND USE BYLAW AMENDMENT & DEVELOPMENT AGREEMENT APPLICATION

For Internal Use Only

Acceptance Date: Nov. 15/22
Processing Date: _____



1. Application Type:

- Land Use Bylaw Amendment
 Development Agreement

2. Property Information:

Civic address of subject property - 6755 Hwy 3 Hants Point

Property Identification Number (PID) - 70055058

Present use of subject property - rentals - fixed roof overnight Accomms.

Proposed use of subject property - condos - Multiple-unit dwelling

Existing Lot Size - See Survey

Existing Lot Frontage - See Survey

3. Property Owner Information:

Name - 3332373 N.S. Ltd.

Applicant is:

- Owner
 Agent of Owner

Civic Address - 6765 Hwy. 3, Hants Point

Mailing Address (If different from Civic Address) - _____

Telephone Number - 902-_____

Email Address - _____ .com

4. Zoning Information:

Existing Zoning - commercial - Hamlet Core (HC)

Proposed Zoning - _____

5. Property Servicing Information:

Water Services –

- Municipal System - Existing Proposed
- Drilled Well - Existing Proposed
- Dug Well - Existing Proposed
- Other - _____

Sewer Services –

- Municipal System - Existing Proposed
- On-site System - Existing Proposed
- Other - _____

Access –

- Public Road - Existing Proposed
- Private Road - Existing Proposed
- Other - _____

6. Declaration:

Registered Owner of Property (Please print)

I / We Sonnie Banfield do solemnly declare that I / We are the current registered owner(s) of the property described in this application. I / We have examined the contents of this application and certify that the information submitted is accurate.

Registered Owner 3332373 N.S. Ltd.
Signature Sonnie Banfield
Date Nov. 04/22

Registered Owner (if more than one) _____
Signature _____
Date _____

Authorization of Registered Owner (Please print)

I / We _____ authorize _____
To act as agent and sign this application on my / our behalf for property located at
(Civic Address) _____ and identified as PID# _____

Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.
2. Please make cheques payable to the Region of Queens Municipality. Following completion of the amendment process, the unused balance will be returned to the applicant. However, should the deposit be insufficient to cover the cost of advertising, the applicant will be responsible for the difference.
3. It is recommended that an applicant have a pre-consultation meeting with staff of the Planning Department prior to submitting this application.

November 15, 2022

Mike MacLeod
Director of Planning and Development
Region of Queens Municipality
P.O. Box 1264
249 White Point Road
Liverpool, NS BOT 1K0

Via email: mgmacleod@regionofqueens.com

Dear Mr. MacLeod:

Re: Development Agreement for Hunts Point Ocean Villas
6755 Highway 3, Hunts Point

I appreciate the opportunity to submit a cover letter to accompany my application for a development agreement to allow for multi-unit residential for 6755 Highway 3, Hunts Point Ocean Villas.

Construction began in April 2021, with the goal of developing a signature property designed for the growing short-term rental market. Given the property's location, in the heart of the White Point-Summerville vacation corridor, I felt such a project could contribute to building the region's year-round tourism industry, benefitting restaurants, shops, and other small businesses in the area.

Given the ongoing concerns around the pandemic and the resulting unstable tourism market, like other operators in the area, I have been grappling with how to remain open and profitable throughout the year; and ultimately sustainable over the long term. The development agreement for the property to allow condominiums does not abandon that original objective of adding a distinctive short-term rental option worthy of its location. Under this ownership model, a mixture of full- or part-time residents could engage in Airbnb-type rentals at their discretion—with minimal impact on local traffic, when compared to a tourism-specific commercial operation.

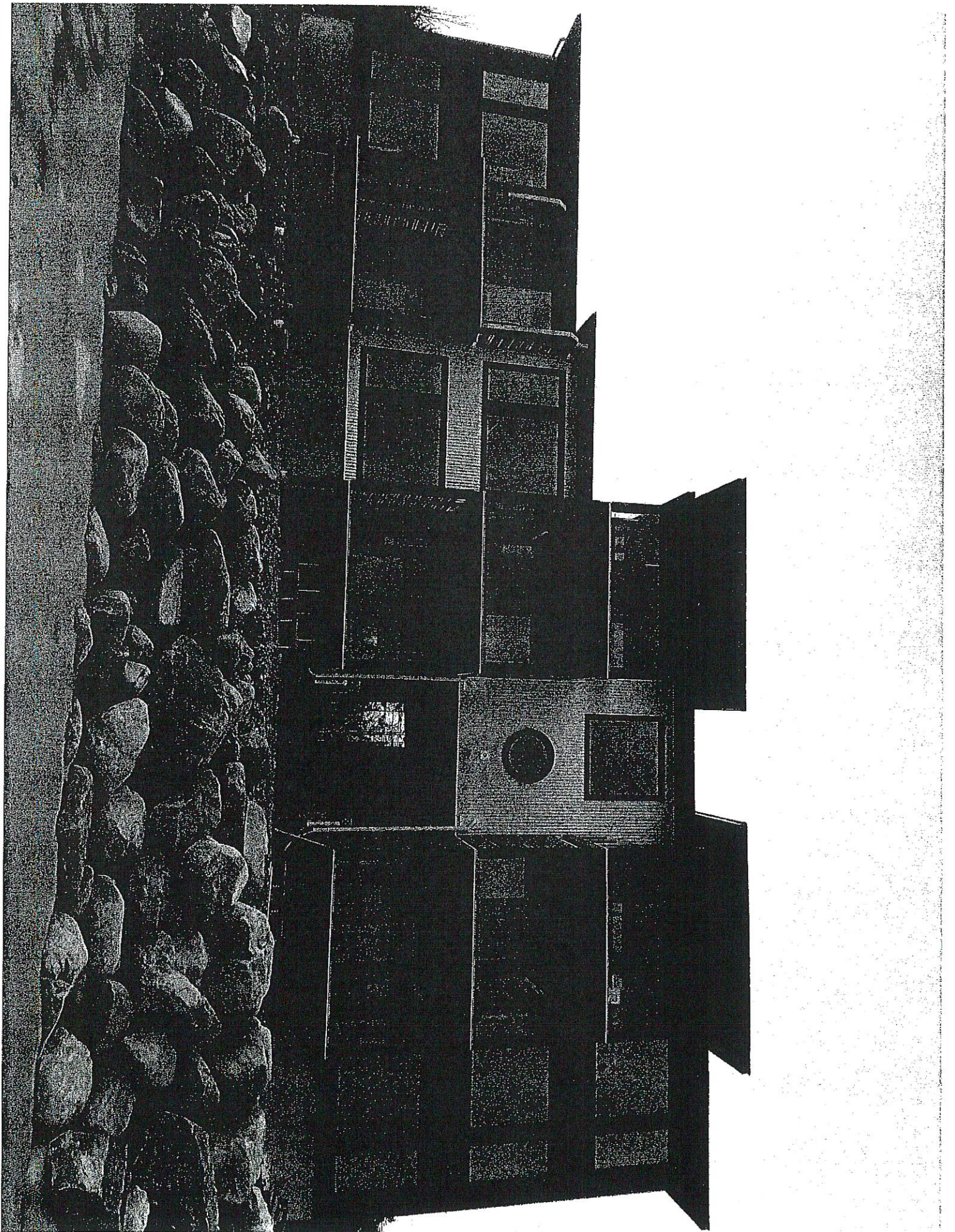
The new owners and their guests become new customers for restaurants, shops, contractors, and other service providers, contributing to the local economy at a scale not achievable through a strictly rental-based operation. Creating condominiums for ownership is also a highly efficient method of attracting retirees, single working individuals and couples to live in the area. The municipality also benefits from new property tax revenues and consumers for area businesses. Condo buyers become new homeowners in the community, taking pride in their property, meeting neighbours, and making new friends.

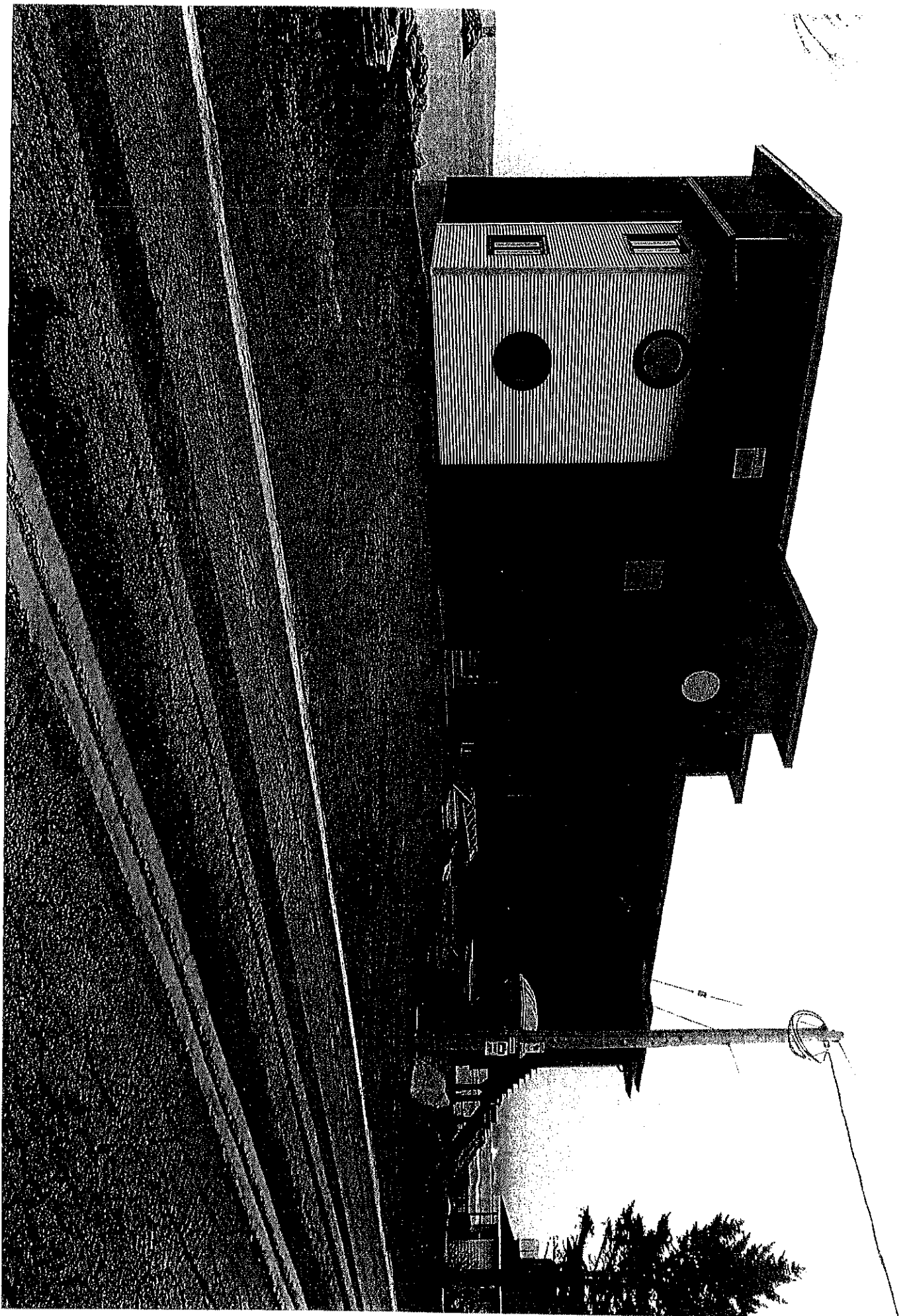
Following the successful sales of the Hunts Point Ocean Villas units, the applicant will be well-positioned to pursue the next venture: reinvesting those funds in the creation of affordable/low-income rental housing for the Liverpool area. Increasing the inventory of available housing is a key component to support business and population attraction initiatives already underway by the Region of Queens' staff and council.

Thank you for your consideration. I look forward to any questions on this letter or the accompanying application.

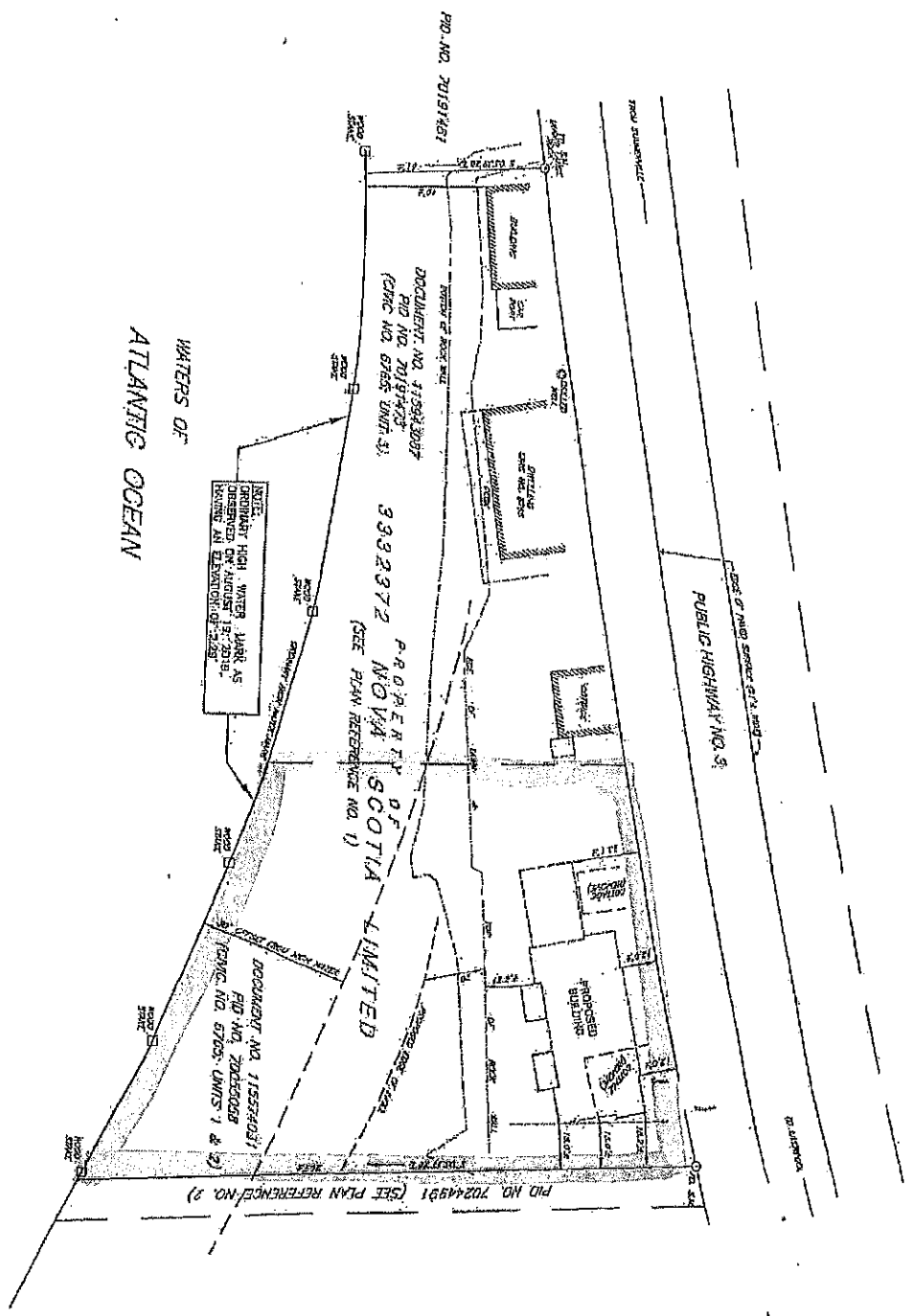
Yours truly,

3332372 Nova Scotia Ltd.
Applicant





70055058 $\approx 10,450 \text{ FT}^2$



LEGEND

- ANS/FP
- S/L
- L/U
-
- C/P
- R.P.
- E.C.
- E.C.
- P.O.L.
- M.L.
- D.I.W.A.L.
- (B.A.S.T.O.)

NOVA SCOTIA GRID NORTH

PLAN REFERENCES:
 1) PLAN OF SURVEY NO. 2-1418 OF PARISH-SHERRILL UNDER COMMISSIONERS' ACT NO. 10, NOV. 1970, COUNTY OF BRUNSWICK, NOVA SCOTIA.
 2) PLAN OF SURVEY NO. 8-1172 BY PLANES-DUNN, BRUNSWICK COUNTY, NOV. 1974, THE RECORDS OF DEEDS UNDER

51
 SHOWING PROPOSED BUILDING, VARIOUS FEATURES UPON PRELIMINARY PLAN NO. 8755 HIGHWAY, NOVA SCOTIA



FIELD SURVEY APPROVED ON THE
 15th DAY OF
 MAY 14, 2003
 BERRIG,
 NOVA SC
 BRIDGEWAY

5. **THAT** the Developer shall maintain a minimum of nine (9) off-street parking space for the dwelling units;
6. **THAT** the parking area shall be maintained with a stable surface, that is treated to prevent the raising of dust or loose particles;
7. **THAT** any lighting for proposed parking area shall be directed away from abutting properties;
8. **THAT** notwithstanding any other provisions of this Development Agreement, the Developer shall not undertake or carry out any development on the Lands which does not comply with:
 - (a) this Development Agreement;
 - (b) any statutes and regulations of the Province of Nova Scotia to the extent that the same are properly the subject of a development agreement; and
 - (c) appropriate Municipal Bylaws, including without restricting the generality of the foregoing, the Bylaw Respecting the Building Code Act.
9. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
10. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
11. **THAT** amendments which shall be considered substantial are any affecting the following:
 - (a) A change in the uses permitted;
12. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing;
13. **THAT** the Developer agrees to pay for all legal costs, advertising and expenses incurred by the Region that have originated from its application for this Development Agreement;
14. **THAT** this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement;

15. **THAT** this Agreement is not assignable without the written consent of the Region;
16. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:
 - (a) The Developer agree that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agree that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agree to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.
 - (b) If the Developer fail to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
 - (1) the Region shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default, and the Developer hereby submit to the jurisdiction of such Court and waive any such defense based upon the allegation that damages would be an adequate remedy;
 - (2) The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;
 - (3) The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of the Region of Queens Municipality Land Use Bylaw;
 - (4) In addition to the above-mentioned remedies, the Region reserves the right to pursue any other remediation under the Municipal Government Act or common law to ensure compliance with this Agreement.

17. **THAT** the entering into of this Agreement was approved by the Council of the Region of Queens Municipality at a duly held meeting of Council convened on the _____ day of _____, 2023.

(a) This Agreement shall not be entered into, or signed by the parties, until the time for Appeal under Section 228 of the Municipal Government Act of Nova Scotia has elapsed, any appeals which have been lodged have been disposed of and the required resolution of Council has been affirmed by the Nova Scotia Utility and Review Board;

(b) This Agreement does not come into effect until it is filed, by the Region of Queens Municipality, in the Registry of Deeds as set out in Section 228 of the Municipal Government Act of Nova Scotia.

DRAFT

IN WITNESS WHEREOF the parties have hereto set their hands and affixed their Corporate seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

_____)	3332373 NOVA SCOTIA LIMITED
)	
Witness)	Per: _____
)	Sonnie Banfield
)	
)	
)	REGION OF QUEENS MUNICIPALITY
)	
)	Per: _____
)	Mayor
)	
_____)	Per: _____
Witness)	Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS

ON this ____ day of _____, 2023, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Sonnie Banfield signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS**

ON this ____ day of _____, 2023, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, Darlene Norman and Eric Levy, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

SCHEDULE "A"

BEECH HILL ROAD

HIGHWAY 3

8756

70055058

Hunts Point Beach