



Document #	19-156A
Approved	<i>[Signature]</i>
Date	01 Oct 2020
<b>COPIES TO:</b>	
Council	✓
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Discussion Session	
Agenda	13 Oct
Committee	
Other	

REQUEST FOR DECISION	
<b>SUBMITTED BY:</b>	Mackenzie Childs, Planner
<b>DATE:</b>	October 13, 2020
<b>SUBJECT:</b>	Application for Development Agreement – 54 Pearl Street (Planning Analysis Report)

### ORIGIN

An application was received on November 8, 2019 by 3321742 Nova Scotia Limited (“the applicant”) for a development agreement to construct a 30-unit collective residential development at 54 Pearl Street (PID 60025376) (“the subject property”).

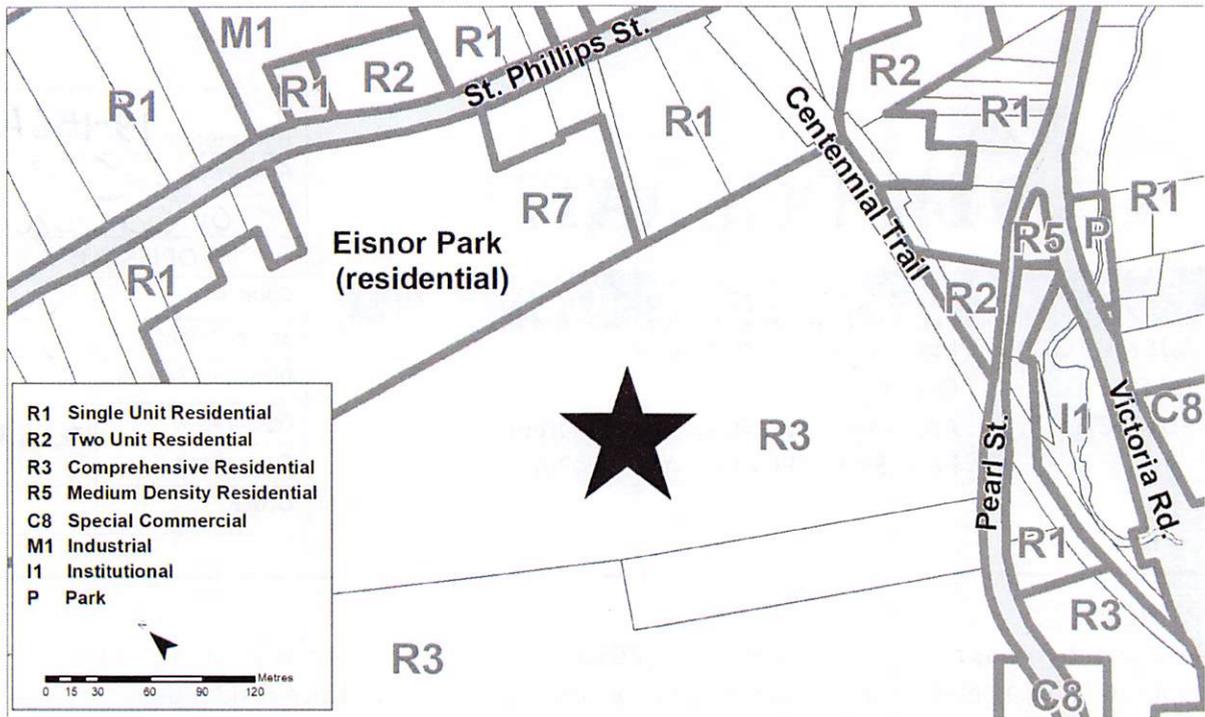
### RECOMMENDATION

Staff recommend that Town Council for the Town of Bridgewater give first consideration to the development agreement as contained in Appendix A for 54 Pearl Street and schedule a Public Hearing during the regularly scheduled Council meeting on November 9, 2020 6:00pm in Council Chambers at Town Hall.

### BACKGROUND

The subject property is owned by 3321742 Nova Scotia Limited and is currently a vacant, forested piece of land. The property is zoned Comprehensive Residential (R3) on the Zoning Map of the Land Use By-law (LUB) and is designated as Comprehensive Residential on the Future Land Use Map of the Municipal Planning Strategy (MPS). The surrounding zoning, as shown in the Zoning Map below, is Single Unit Residential (R1), Two Unit Residential (R2), Comprehensive Residential (R3), Medium Density Residential (R5), Residential Manufactured Home (R7), and Institutional (I1), with Industrial (M1), Special Commercial (C8), and Park (P) nearby.

There is a mix of low-, medium-, and high-density residential in the surrounding area composed of single unit, two unit and multi unit developments, and a land-leased community. There is commercial, institutional, park, and industrial uses nearby.

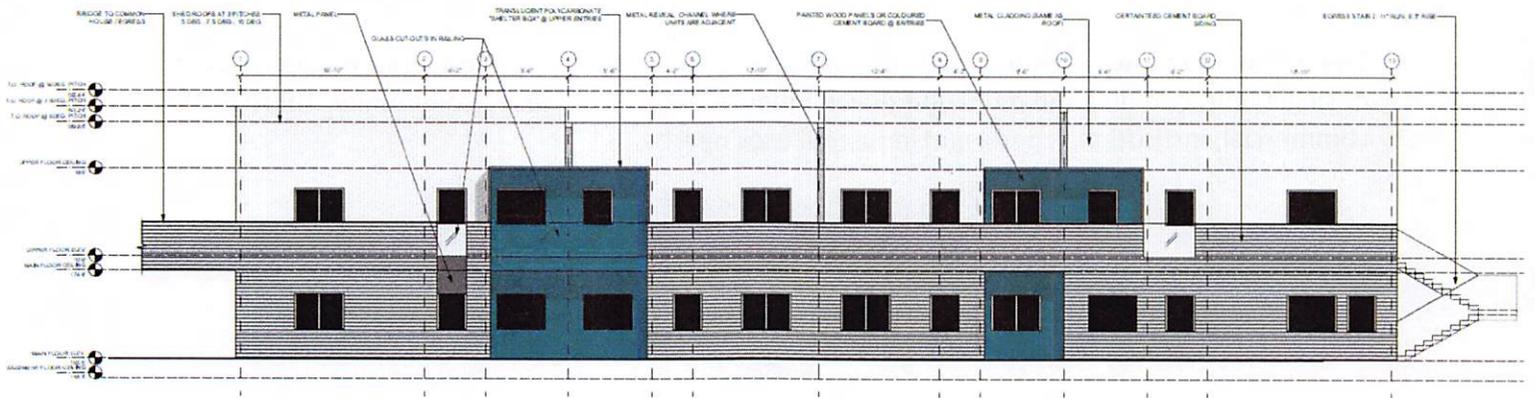


Zoning Map

**DISCUSSION**

The application is for a sustainable, collective residential development. The housing model is a cohousing development; cohousing is planned, financed and owned by a group of people who become the residents and is normally characterized by fully-equipped, privately-owned homes with shared indoor and outdoor amenities.

The proposed development would be 30-units composed of four 2-story townhouses and a common house. There would be two styles of residential buildings, with a variety of 1-, 2-, and 3-bedroom units. The intent is for the property to have deliberate community-oriented design and for the buildings to have a high degree of energy efficiency. The property is 14.8 acres and the applicant intends to develop towards the east side of the property, near Pearl Street, while maintaining much of the forest. The elevation drawing below shows the architectural style being proposed (though not held to through the Development Agreement).



1 BAAD FRONT ELEVATION  
Scale: 1/8" = 1'-0"

The concept plan below provides an idea of the location and design of the development. This is not an up-to-date plan, as the number of buildings has changed, but it shows the proposed integration of the various buildings within the existing lot. The site plan can be found in Appendix B.



Collective residential developments, up to a maximum of 25 units per acre, in accordance with MPS Policy IM-6, are permitted by development agreement in the R3 Zone. A collective development is defined as a development that consists of more than one dwelling on one or more lots, and this development falls into that definition. 30 units on 14.8 acres is equivalent to slightly over 2 units per acre. Considering both these aspects, a development agreement is required.

#### ***Compliance with the Municipal Planning Strategy***

The Municipal Planning Strategy (MPS) contains 15 Objective Statements to guide its policy statements. Of particular importance to this application are the following:

2. Control land use and development in a manner that will minimize conflicts between land uses and in a manner that is compatible with the town's service infrastructure.
3. Mix compatible land uses to promote diverse and convenient neighbourhoods.
4. Encourage compact development to maximize the town's shared infrastructure and to promote healthy, close-knit neighbourhoods.
5. Support a functional and sustainable transportation network by improving street connectivity and supporting a range of transportation options.
6. Enable the development of a full range of housing options so that all people can live out their lives in Bridgewater.
13. Control land use and development in a manner that will preserve, enhance and protect the natural environment.
14. Promote the use of sustainable infrastructure and green building design in new development.

The Comprehensive Residential Designation on the Future Land Use Map of the Municipal Planning Strategy identifies much of Bridgewater’s currently undeveloped land outside of the downtown core. These lands are intended for a range of residential housing types and densities and aim to accommodate the Town’s evolving housing market. The Comprehensive Residential (R3) Zone within this designation permits single and two unit dwellings as-of-right, three and four unit residential by site plan approval, and collective residential and multi-unit residential, up to a maximum of 25 units per acre, offices, institutional developments, neighbourhood grocery and convenience stores, and restaurants within these stores (each of these with specific policy restrictions) by development agreement.

**Objectives**

The MPS contains policies for general development, residential development, open space, and environmental management. The proposed development must comply with MPS Policy IM-6 and the analysis of Policy IM-6 can be found in Appendix C. The following policies also relate to this application:

<b>Policies for General Development</b>		<b>Staff Comment</b>
<b>G-9</b>	<b><i>It shall be a policy of Council to ensure that all developments permitted by site plan approval and development agreement include provisions for adequate automobile and bicycle parking to serve the development.</i></b>	The development proposes fifteen (15) bicycle parking spaces located near the Common House. This amount meets the minimum amount of bicycle parking required in the LUB for as-of-right developments for multi-unit dwellings, which is used as a baseline for development agreements. The development proposes 33 outdoor vehicular parking spaces plus individual garages for some of the units which would provide 8 indoor vehicular parking spaces, if the garages were to be used for parking vehicles.
<b>G-16</b>	<b><i>It shall be a policy of Council to require all new parking lots consisting of four or more parking spaces to be constructed in accordance with minimum design and landscaping standards set out in the Land Use By-law, excluding those located in the Industrial (M1), Light Industrial (M2) and General Commercial (C5) Zones.</i></b>	The proposal includes parking lots composed of 5, 9 and 12 spaces. Each of these will be composed of a stable surface; most are planned to be crusher dust, with accessible spaces paved. The limits of the spaces and points of access will be defined by landscaping; some of the landscaping will be at a future time, within 5 years of occupancy. The dimensions and locations of the parking areas and points of access align with the requirements of the LUB. The LUB states that as-of-right developments in residential zones can only have up to 10 contiguous spaces per row; one of the parking rows for this development might be 12 spaces without a separation, however staff has determined this will not detract from

		the aesthetics or the functionality of the space, as it is not near the public right of way and there is surrounding vegetation.
<b>G-18</b>	<b><i>It shall be a policy of Council to require landscaping in all development subject to site plan approval and development agreement, in order to enhance or preserve the character of the areas, to provide screening and buffers, or to reduce conflict with surrounding land uses.</i></b>	<p>The development would have wooded areas to remain undisturbed except for selective thinning to create trails. This would result in much of the property being forested on the west side of the property. Part of the property would be cleared for the development and landscaping will be added to provide buffering near the Centennial Trail and Pearl Street.</p> <p>A planting plan has been submitted and landscaping shall be in reasonable accordance with the plan. Landscaping shall be completed within 24 months of occupancy, unless it is labeled "future", which shall be completed in 5 years.</p>
<b>G-19</b>	<b><i>It shall be the policy of Council to encourage the use of native plant species and plants selected for their water efficiency in all landscaping proposals</i></b>	The planting plan includes a list of plant species to be included, including native trees and shrubs.
<b>G-20</b>	<b><i>It shall be a policy of Council to limit the area of impermeable surfaces in all residential development permitted as-of-right in order to reduce heat-island effect and to promote the natural infiltration of stormwater, in accordance with the Land Use By-law.</i></b>	This development is not as-of-right but a large portion of the property would be undisturbed forested area and the driveways and parking spaces would be adjacent to landscaping including gardens and rain gardens.

### Residential Development Objectives

Bridgewater's residential development objectives in the MPS are to encourage residential growth, accommodate a full range of housing options, promote community health, increase residential density, encourage infill development, and mix compatible land uses.

<b>Policies for Residential Development</b>		<b>Staff Comment</b>
<b>R-2</b>	<b><i>It shall be a policy of Council to control land use and development in a manner that will minimize conflicts between land uses, in accordance with the Land Use By-law.</i></b>	The property is adjacent to multiple residential zones and uses, including single unit, two unit and multi-unit developments, as well as a land leased community; the proposed residential use is in keeping with the surrounding area. The proposed site plan shows the buildings as being located close to the road further away from adjacent single unit residential dwellings.

<p><b>R-3</b></p>	<p><b><i>It shall be the policy of Council to support a full range of housing options and styles in order to meet the diverse residential needs and preferences of all residents, in accordance with the Land Use By-law.</i></b></p>	<p>The development would consist of one, two- and three-bedroom units. While the units would have their own living space, there would also be a common house with living and leisure space to share with all residents. There would also be ample outdoor space. These qualities offer a different housing option than single family homes and even than typical multi-unit residential buildings.</p>
<p><b>R-5</b></p>	<p><b><i>It shall be a policy of Council to require the integration of sidewalks, pedestrian connections and bicycle parking in all multi-unit residential development projects permitted by site plan approval and development agreement, to support increased walking and bicycling behavior.</i></b></p>	<p>There are no sidewalks on Pearl Street. The development would include a sidewalk from the driveway of the development on Pearl Street to the Centennial Trail to improve pedestrian connection for the residents but would not extend to Pearl Street. There would be no fewer than 15 bicycle parking spaces located on the property. There would be a sidewalk adjacent to the driveway and a driveable courtyard located between the four main buildings; although it would be driveable, it would not be where the parking is located so would not primarily be used for vehicles.</p>
<p><b>R-8</b></p>	<p><b><i>It shall be a policy of Council to establish minimum on-site amenity space requirements in the Land Use By-law for all multi-unit residential development consisting of five or more units.</i></b></p>	<p>Although amenity space is not required in the R3 Zone, the minimum on-site amenity space required for a development with the proposed combination of six 3-bedroom units, 14 2-bedroom units, and 10 1-bedroom units in other zones is 6,258 feet. The subject property is over 14 acres and much if it is being left undisturbed so amenity space would exceed this in combination with the common house, if amenity space were to be required.</p>
<p><b>R-9</b></p>	<p><b><i>It shall be a policy of Council to promote residential densification in strategic areas of Bridgewater, in accordance with the Zoning Map and the Land Use By-law.</i></b></p>	<p>The zoning of the subject property is Comprehensive Residential (R3) which permits multi-unit residential development and collective residential development of up to 25 units per acre. Due to the size of this property, although it is 30 units, it is only 0.49 units per acre. This property could handle more units and a higher density, based solely on LUB permissions, but wastewater capacity would be an issue. As it is still adding</p>

		30 units to the area, it is densifying the area.
<b>R-23</b>	<p><b><i>It shall be a policy of Council to consider the following developments by development agreement in the Comprehensive Residential (R3) Zone:</i></b></p> <p><b><i>a) Proposals for single unit development as a collective development, two unit development as a collective development, and multi-unit residential development as a collective development, up to a maximum of 62 units per hectare (25 units per acre) in accordance with policy IM-6...</i></b></p>	The proposed development is a collective residential development, which is permitted in the Comprehensive Residential (R3) Zone.

### Open Space and Environmental Management Objectives

Bridgewater's Open Space and Environmental Objectives of the MPS focus on effective management of open space, required open space for new development, proper planning of open space, limiting environmental disruption during development, protecting ecological environments through conservation zoning, protecting major watercourses, stormwater management, flood hazards, partnerships, and climate change.

<b>Policies for Open Space and Environmental Management</b>		<b>Staff Comment</b>
<b>OS-4</b>	<b><i>It shall be the policy of Council to require developers to provide greenspace, recreational or leisure-based amenities on-site for all new multi-unit residential development containing five or more dwelling units, and all new multi-unit residential development permitted by development agreement in accordance with Policy IM-6.</i></b>	Although amenity space is not required in the R3 Zone the developer would be providing ample amenity space in the form of the common house, the workshop, and outdoor space. As much of the property's forest is being maintained, there is ample greenspace.
<b>EM-2</b>	<b><i>It shall be a policy of Council to establish performance standards in the Land Use By-law for development on or adjacent to environmentally sensitive areas, as identified in Map 6 – Environmental Constraints, to minimize negative impacts.</i></b>	The subject property contains slopes of 20-30% as well as slopes greater than 30%, as shows on the Environmental Constraints map (Map 6) of the MPS. Slopes 40% and steeper shall be stabilized and slopes 2:1 or greater shall be prepared with erosion control blanket as noted.
<b>EM-3</b>	<b><i>It shall be a policy of Council to encourage the retention of existing trees and vegetation in the new multi-unit residential development, and all new development projects that are permitted through site plan approval or by development agreement, in accordance with the Land Use By-law.</i></b>	The development would have wooded areas to remain undisturbed except for selective thinning to create trails, therefore retaining many of the existing trees. As the property is currently vacant and entirely forested, trees would be removed to construct the development; this would be outside the undisturbed areas. Permission of the Development Officer must be sought before thinning trees in the undisturbed wooded areas, as

		well as on any of the property prior to site preparation.
<b>EM-8</b>	<b><i>It shall be the policy of Council to ensure that all post-development peak flows for all development permitted by site plan approval and development agreement are equal or less than pre-development peak flows, to the satisfaction of the Town Engineer.</i></b>	A stormwater plan shall be submitted prior to the issuance of the development permit, staff will ensure that all post-development peak flows shall be equal or less than pre-development peak flows.

Transportation Objectives

<b>Policies for Transportation</b>		<b>Staff Comment</b>
<b>T-20</b>	<b><i>It shall be a policy of Council to require developers to establish active transportation connections that links the Centennial Trail to new development on adjacent private land, in an effort to increase active transportation behaviour and to maximize the use of existing Town infrastructure.</i></b>	There would be a sidewalk from the development to the Centennial Trail to create safe pedestrian access.

**Public Participation Meeting**

A public participation meeting was held on January 15, 2020 at 6:00pm in Council Chambers at Town Hall. Notification was provided to all properties within 30m (100ft) of the property. In attendance at the meeting were 20 members of the public, 3 people on behalf of the applicant and 2 staff. Notice was published on January 8, 2020 in the South Shore Breaker for one week prior to the meeting.

The main concerns were traffic volume and existing speeds on Peel Street, emergency vehicle access, site contamination, access from St. Phillips Street instead of Pearl Street, and the location of internal trails on the site plan. The meeting notes can be found in Appendix D. Staff received one email response after the PPM as well, which can be found in Appendix E.

**Compatibility of Development**

Servicing Considerations

A wastewater study was not required because staff used the as-of-right density/population calculation of the Comprehensive Residential (R3) Zone, as it is a large property that could be subdivided, to determine an offsetting solution. As-of-right, considering a new local street and lots for single or two-unit development, the subject property can yield a significant enough population as-of-right to satisfy offsetting sanitary sewer flow from new multi-unit developments on this property. This development will have much fewer units than could be permitted as-of-right.

A detailed submission for the approval of services shall be submitted to the satisfaction of the Town Engineer prior to the issuance of the development permit. A water supply analysis, a fire flow analysis, and a stormwater management plan have been submitted. A preliminary review was completed by Town staff and additional information was requested. Further information is needed but it has been determined that servicing will be manageable with the development. The details need to be finalized prior to permitting. A stormwater plan shall be submitted prior

to the issuance of the development permit and staff will ensure that all post-development peak flows shall be equal or less than pre-development peak flows.

#### Transportation Considerations

A traffic study was completed and reviewed existing and proposed traffic volumes, traffic conditions, intersection performance and access. Town staff required further information to understand why Pearl Street was chosen and to understand that access from Pearl Street would be safe and sufficient. Further clarification and drawings were provided and based on those the Town Engineer determined access could be provided from Pearl Street. Questions from staff arose regarding pedestrian access to Victoria Road. A gravel shoulder from the development to Pearl Street and a crusher dust path from the development to the Centennial Trail are being proposed but a connection to Victoria Road is not feasible based on the right-of-way on Pearl Street. Pearl Street is a low volume roadway and the development is not expected to increase traffic significantly. As a very low volume local roadway, walking on Pearl Street is considered a reasonable approach by the applicant's Engineer and would be very similar to other local low volume roadways in the surrounding area.

#### Environmental Considerations

A constraint affecting the property is the natural slope of the land; the property has slopes above 50%. These can create negative environmental impacts and the development agreement would require that they be stabilized. The land is currently forested and the development agreement would require much of it to be undisturbed except for the development of a low-impact trail network.

#### ***Development Agreement***

The development agreement states that "except otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property". Below is a summary of what is included in the development agreement.

#### Permitted Use

The permitted use is a collective residential development of thirty (30) dwelling units in four (4) residential buildings, a common house and a workshop as additional main buildings.

#### Building and Property Characteristics

The massing and location of the main buildings shall be in substantive accordance with the Site Plan, and at least one renewable energy system shall be included.

#### Landscaping

Landscaping shall be in reasonable accordance with the Planting Plan and shall be completed in either 24 months of occupancy, or five (5) years for those labelled as "future" on the plan. There shall be an undisturbed wooded area located in substantively the same location and with the same area as shown on the Site Plan, with selective thinning permitted for trail development. Slopes 40% and steeper shall be stabilized and slopes 50% or greater shall be prepared with erosion control blanket as noted. Prior to clearing trees on the property for site preparation, permission shall be granted by the Development Officer.

### Parking

There shall be no fewer than 15 bicycle parking spaces and no more than 45 vehicular parking spaces on the property. The location of the bicycle parking will be in accordance with the Land Use By-law and the location of the vehicular parking will be in reasonable accordance with the Site Plan at the discretion of the Development Officer.

### Site Access

There shall be a private driveway and walkway from Pearl Street to the development. There shall be a drivable courtyard that has an emergency vehicle turnaround, and the courtyard, driveway and parking area shall have a stable surface that is maintained in all season. These are shown on the Site Plan.

### Termination of Agreement

The Town of Bridgewater may discharge this Development Agreement if the use hasn't begun within 24 months of the agreement. Normally the amount of time specified is 12 months, however it has been requested that due to the pandemic the amount of time be extended to 24 months.

## **IMPLICATIONS**

### **Financial/Budget**

Any costs related to the development are to be borne by the applicant. Taxes raised by the development will contribute to ongoing costs and services, similarly to all development in town.

### **Legal**

A signed development agreement is a legal contract binding the property owner and the Town. The proposed development agreement has been reviewed by the Town Solicitor before its presentation to Council.

### **Strategic Priorities / Work Program**

Land use and development control is one of the core responsibilities of the Community Development Department.

Municipal Planning Strategy

Land Use By-law

## **OPTIONS**

1. Council give first consideration to the draft Development Agreement contained in Appendix A and schedule a Public Hearing during the regularly scheduled Council meeting on November 9, 2020.
2. Deny the request for Development Agreement.
3. Defer the request back to staff for further analysis.

## **COMMUNICATONS**

A public participation meeting was held on January 8, 2020 as per the requirement of the Municipal Government Act Section 205(4). A Public Hearing will be held prior to the final consideration of the proposed Development Agreement in accordance with Section 206 of the Municipal Government Act.

## Appendix A

### DEVELOPMENT AGREEMENT 54 PEARL STREET, BRIDGEWATER, NS

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

**BETWEEN:**            **3321742 NOVA SCOTIA LIMITED**  
                             hereinafter called the "Property Owner"

OF THE FIRST PART

AND

**TOWN OF BRIDGEWATER,**  
a municipal body corporate pursuant to the *Municipal Government Act*, hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Property Owner wishes to use property at 54 Pearl Street (PID 60025376) ("the Property"), further described in Schedule A, for a collective residential development and

WHEREAS the Property is situated within an area designated 'Comprehensive Residential' on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned 'Comprehensive Residential (R3)' on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy R-23(a) of the Municipal Planning Strategy (December 2014) and Part 4.4.4(b) of the Land Use By-law (December 2014) allow Town Council to consider the proposed development on the Property only by Development Agreement; and

WHEREAS on \_\_\_\_\_, Council of the Town of Bridgewater approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

#### 1. SCHEDULES

The following attached Schedules shall form part of this Agreement:

Schedule A: Description of Lands  
Schedule B: Site Plan  
Schedule C: Planting Plan  
Schedule D: Grading Plan

#### 2. PERMITTED USE

That the development on the Property shall include:

- (a) A collective residential development of thirty (30) dwelling units in four (4) residential buildings;
- (b) A common house with shared amenities and a personal workshop as additional main buildings; and
- (c) Permitted developments in the underlying zoning of the Land Use By-law, as amended from time to time.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property.

**3. BUILDING AND PROPERTY CHARACTERISTICS**

- (a) The massing and location of the main buildings identified in the Permitted Use as noted in Section 2 shall be in substantive accordance with the Site Plan as shown in Schedule B.
- (b) The property owner shall include at least one renewable energy system as a means of energy production through natural processes, including but not limited to wind, water, solar, and geothermal, and shall be completed within twenty-four (24) months of the issuance of any Occupancy Permits.

**4. LANDSCAPING**

- (a) Landscaping shall be in reasonable accordance with the Planting Plan as shown in Schedule C, at the discretion of the Development Officer.
- (b) The Property Owner will be considered in default if any of the landscaping as shown in the Planting Plan is not completed within five (5) years of the issuance of any Occupancy Permit for the Permitted Use as noted in Section 2.
- (c) Notwithstanding Section 4(b), planting not labelled as future on the Planting Plan, shall be completed within twenty-four (24) months of the issuance of any Occupancy Permit.
- (d) There shall be an undisturbed wooded area located in reasonably the same location and with the same area as the undisturbed wooded areas shown in the Site Plan. Trees that are dead or diseased may be removed and some selective thinning may be permitted. The location and area of the wooded area and tree removal shall be at the discretion of the Development Officer.
- (e) As identified on the Grading Plan as shown in Schedule D, slopes 40% or greater shall be stabilized and slopes 50% or greater shall be prepared with erosion control blanket as noted.
- (f) Prior to clearing trees on the property for site preparation and construction, permission shall be granted by the Development Officer.

**5. LIGHTING**

- (a) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and is located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

**6. PARKING**

- (a) The Property Owners shall provide secure bicycle parking for no fewer than fifteen (15) bicycles. The bicycle parking design will be in accordance with Section 3.2.6 of the Land Use By-law (2014).
- (b) The location of the vehicular parking shall be in reasonable accordance with the Site Plan, at the discretion of the Development Officer, to a maximum of forty-five (45) parking spaces.

**7. SITE ACCESS**

- (a) The Property Owner shall construct a private driveway and a private walkway that provide vehicular and pedestrian access respectively from Pearl Street to the development that are in substantively the same location as is shown on the Site Plan.
- (b) A drivable courtyard shall be constructed with an emergency vehicle turnaround as shown on the Site Plan.
- (c) The driveway, parking area, and drivable courtyard shall be maintained with a stable surface treated to prevent the raising of dust or loose particles. The stable surface shall be adequately maintained during all

seasons. If the parking area is to be paved with a permanent hard surface, a stormwater management plan shall be resubmitted prior to paving.

- (d) Any changes, deletions or additions of vehicular access points need prior approval by the Traffic Authority.

#### **8. MAINTENANCE**

- (a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy and attractive state.
- (b) The Property Owner shall ensure that all retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.

#### **9. SOLID WASTE**

Facilities for the storage of solid waste shall provide visual separation from adjacent residential development and public areas.

#### **10. STORMWATER MANAGEMENT**

- (a) The Property Owner shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, to the satisfaction of the Town Engineer.
- (b) The Property Owner shall submit a detailed stormwater management plan to the satisfaction of the Town Engineer, prior to the issuance of the Development Permit.

#### **11. SANITARY SEWER AND WATER SERVICES**

- (a) The Property Owner shall prepare a detailed submission for the approval of services to the satisfaction of the Town Engineer prior to the issuance of the Development Permit.

#### **12. CHANGES AND ALTERATIONS**

- (a) All matters in this agreement not specified in Subsection 12(b) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of this agreement.
- (b) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
  - (i) The permitted uses stated in Section 2; and
  - (ii) The addition of land or deletion of land from the property described in Schedule A.
- (c) Notwithstanding Section 12(b)(ii), the boundaries of the lot to which this Agreement applies may be altered by the creation or expansion of the public right of way without a requirement for amendment and this Agreement shall be discharged by Council as against the portion of the public right of way.
- (d) 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.

#### **13. APPLICABILITY OF THE AGREEMENT**

The Property Owner agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

**14. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW**

Except as otherwise provided in this Agreement, the provisions of the Land Use By-Law and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

**15. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS**

- (a) Nothing in this agreement shall exempt or be taken to exempt the Property Owner from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes complying with other By-laws or Regulations in force with the Town, including the Building Code By-law and Subdivision By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.
- (b) The Property Owner shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development including, but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage systems and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Property Owner, unless otherwise agreed upon. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

**16. CONFLICT**

- (a) Where the provision of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

**17. COSTS**

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Town of Bridgewater under Policy 89 – Fees Policy.

**18. FULL AGREEMENT**

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

**19. 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.

**20. INTERPRETATION**

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

- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

**21. BREACH OF TERMS OR CONDITIONS**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Town may undertake any remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

**22. TERMINATION OF AGREEMENT**

- (a) This Agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the Property; and
- (b) 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 Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void; and
- (c) The Town of Bridgewater may discharge this Development Agreement if the use described herein has not been commenced within twenty-four (24) months of the date of this Agreement; and
- (d) The Town of Bridgewater may discharge this Development Agreement if construction of the development or the use described herein is discontinued for twelve (12) months or longer; and
- (e) In this Agreement, the development is deemed to have been commenced or started when a development permit for any part of the development has been issued; and
- (f) The Town of Bridgewater retains the option of discharging this Development Agreement should any fact provided by the Property Owner to the Town constitute a material misrepresentation of the facts; and
- (g) This Agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owner, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

**OWNERSHIP**

We, the Property Owner, hereby certify that I am the sole owner of PID 60025376, as described in Schedule A, having received the deed from Lucinne C. Toomey, dated October 22, 2019. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
COMPANY DIRECTOR  
NAME:  
3321742 NOVA SCOTIA LIMITED

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
COMPANY DIRECTOR  
NAME:  
3321742 NOVA SCOTIA LIMITED

**TOWN OF BRIDGEWATER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DAVID MITCHELL, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
TAMMY CROWDER, CAO

**AFFIDAVIT (CORPORATE)**

I, \_\_\_\_\_, of \_\_\_\_\_, Nova Scotia, make oath and say that:

1. I am the \_\_\_\_\_ of 3321742 Nova Scotia Limited, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. I acknowledge that the Corporation executed the foregoing instrument by its proper officer[s] duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the Land Registration Act as the case may be, for the purpose of registering this instrument.

3. The Corporation is a resident of Canada under the Income Tax Act (Canada).

4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

5. THAT I have authority to execute this instrument on behalf of 3321742 Nova Scotia Limited. and thereby bind 3321742 Nova Scotia Limited.

SWORN TO at	)	
in the County of	)	
Province of Nova Scotia,	)	<b>3321742 NOVA SCOTIA LIMITED</b>
this day of	)	
A.D., 2020, BEFORE ME:	)	
	)	
	)	
_____	)	_____
A BARRISTER OF THE SUPREME	)	Per:
COURT OF NOVA SCOTIA	)	
	)	



**AFFIDAVITS OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG, NS**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2020, 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 **TOWN OF BRIDGEWATER**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG, NS**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2020, 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 **3321742 NOVA SCOTIA LIMITED.**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

## Schedule A

### Description of Lands

ALL THAT certain lot, piece or parcel of land situate on St. Phillip's Road and on the Northwestern side of the Canadian National Railway right-of-way in the Town of Bridgewater, in the County of Lunenburg, Province of Nova Scotia and bounded and described as follows:

BEGINNING at the Southeastern corner of land formerly of Allen McDonnell, now owned or occupied by Carl Horne, adjoining the said Railway;

THENCE Northwestwardly along the Southwestern line of said Horne land Three Hundred and Forty-seven feet (347');

THENCE Northeastwardly along the Northwestern line of said Horne's land Three Hundred and Sixty feet (360') to the Southwestern margin of St. Phillip's Road;

THENCE along said margin of said road Northwestwardly Twenty feet (20') to the Northeastern corner of land formerly of Elias Weagle;

THENCE along the Southeastern sideline of said Weagle's land Three Hundred and Sixty feet (360') to the Southeastern corner of said Weagle's land;

THENCE Northwestwardly along the Southwestern sideline of said Weagle's land One Thousand and Fifty-three feet (1,053') to the Northeastern corner of a lot of land formerly owned by Asaph Weinacht, now owned or occupied by Clarence Rhodenizer;

THENCE along the Southeastern sideline of said Rhodenizer's lot and a lot formerly of Eben Joudrey two hundred and Forty-four feet(244') to the Deal Wile farm, so called, now owned by Walter Hirtle;

THENCE along the Northeastern sideline of said farm Southwestwardly One Thousand Four Hundred and Forty feet (1,440') or to the Northwesterly sideline of the public street known as Pearl Street;

THENCE Northeasterly along the Northwesterly sideline of the aforesaid street known as Pearl Street to the Northwesterly sideline of lands now of the Town of Bridgewater and formerly of Canadian National Railway Company;

THENCE Northeasterly along the Northwesterly sideline of the aforesaid lands of the Town of Bridgewater to the place of beginning.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

## Schedule B

Item	Description
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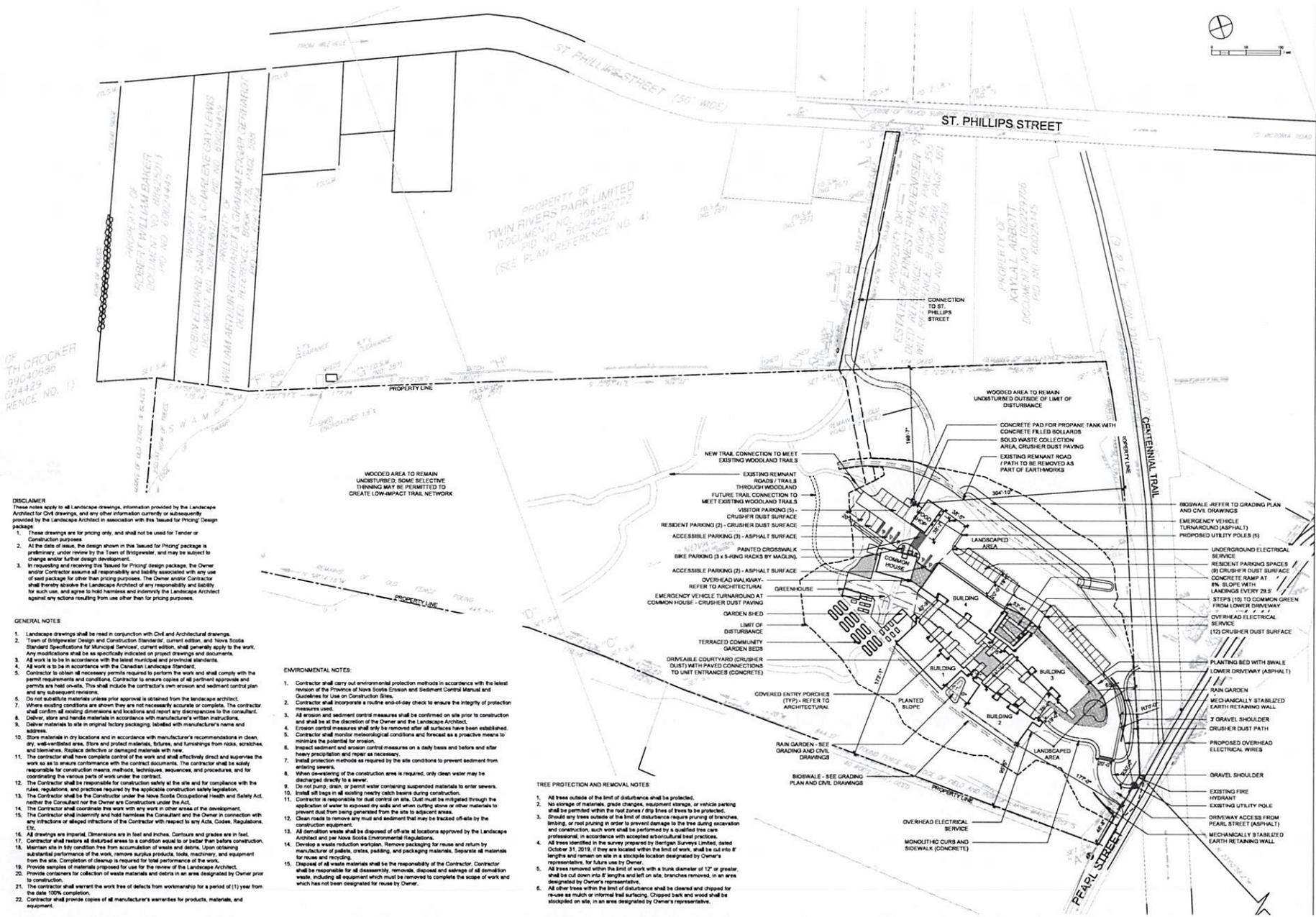


ISSUED FOR DA REVIEW  
PRELIMINARY - NOT FOR CONSTRUCTION

TREEHOUSE COHOUSING  
54 PEARL STREET  
BRIDGEWATER, NS

Drawing Title  
SITE PLAN

Scale	AS SHOWN	Sheet Number	L101
Date	7/21/2020		
Author	DA REVIEW		
Scale	1" = 62'-0"		



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RENCE NO. 1)

**DISCLAIMER**  
These notes apply to all Landscape drawings, information provided by the Landscape Architect for Civil drawings, and any other information currently or subsequently provided by the Landscape Architect in association with this 'Issued for Pricing' Design package.

1. These drawings are for pricing only, and shall not be used for Tender or Construction purposes.
2. All the date of issue, the design shown in the 'Issued for Pricing' package is preliminary, under review by the Town of Bridgewater, and may be subject to change and/or further design development.
3. In requesting and receiving this 'Issued for Pricing' design package, the Owner and/or Contractor assume all responsibility and liability associated with any use of said package for other than pricing purposes. The Owner and/or Contractor shall thereby absolve the Landscape Architect of any responsibility and liability for such use, and agree to hold harmless and indemnify the Landscape Architect against any actions resulting from use other than for pricing purposes.

**GENERAL NOTES**

1. Landscape drawings shall be read in conjunction with Civil and Architectural drawings.
2. Town of Bridgewater Design and Construction Standards, current edition, and Nova Scotia Standard Specifications for Municipal Services, current edition, shall generally apply to the work. Any modifications shall be as specifically indicated on project drawings and documents.
3. All work to be in accordance with the latest municipal and provincial standards.
4. All work to be in accordance with the Canadian Landscape Standard.
5. Contractor to obtain all necessary permits required to perform the work and shall comply with the permit requirements and conditions. Contractor to ensure copies of all permit approvals and permits are held onsite. This shall include the contractor's own erosion and sediment control plan and any subsequent revisions.
6. Do not substitute materials unless prior approval is obtained from the landscape architect.
7. Where existing conditions are shown they are not necessarily accurate or complete. The contractor shall confirm all existing dimensions and locations and report any discrepancies to the consultant.
8. Deliver, store and handle materials in accordance with manufacturer's written instructions.
9. Deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
10. Store materials in dry locations and in accordance with manufacturer's recommendations in clean, dry, well-ventilated areas. Store and protect materials, fixtures, and furnishings from noise, scratches, and deterioration. Replace defective or damaged materials with like.
11. The contractor shall have complete control of the work and shall effectively direct and supervise the work as to ensure conformance with the contract documents. The contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures, and for coordinating the various parts of work under the contract.
12. The contractor shall be responsible for construction safety at the site and for compliance with the rules, regulations, and practices required by the applicable construction safety legislation.
13. The Contractor shall be responsible for the Nova Scotia Occupational Health and Safety Act, neither the Consultant nor the Owner are Contractors under the Act.
14. The Contractor shall coordinate the work with any work on other areas of the development.
15. The Contractor shall indemnify and hold harmless the Consultant and the Owner in connection with any contractors or subcontractors of the Contractor with respect to any Acts, Codes, Regulations, etc.
16. All drawings are imperial. Dimensions are in feet and inches. Curbs and grades are in feet.
17. Contractor shall restore all disturbed areas to a condition equal to or better than before construction.
18. Maintain site in tidy condition free from accumulation of waste and debris. Upon obtaining substantial performance of the work, remove surplus products, tools, machinery, and equipment from the site. Completion of cleanup is required for final performance of the work.
19. Remove residues of materials prepared for the reuse of the Landscape Architect.
20. Provide containers for collection of waste materials and debris in an area designated by Owner prior to construction.
21. The contractor shall warrant the work free of defects from workmanship for a period of (1) year from the date 100% completion.
22. Contractor shall provide copies of all manufacturer's warranties for products, materials, and equipment.

**ENVIRONMENTAL NOTES:**

1. Contractor shall carry out environmental protection methods in accordance with the latest revision of the Province of Nova Scotia Erosion and Sediment Control Manual and Guidelines for Use on Construction Sites.
2. Contractor shall incorporate a routine end-of-day check to ensure the integrity of protection measures used.
3. All erosion and sediment control measures shall be confirmed on site prior to construction and shall be at the discretion of the Owner and the Landscape Architect.
4. Erosion control measures shall only be removed after all surfaces have been established.
5. Contractor shall monitor meteorological conditions and forecast as a proactive means to minimize the potential for erosion.
6. Impact sediment and erosion control measures on a daily basis before and after heavy precipitation and repair as necessary.
7. Install protection methods as required by the site conditions to prevent sediment from entering streams.
8. When desanding of the construction area is required, only clean water may be discharged directly to a sewer.
9. Do not dump, stack, or permit water containing suspended materials to enter sewers.
10. Install silt bags in all existing nearby catch basins during construction.
11. Contractor is responsible for dust control on site. Dust must be mitigated through the application of water to exposed dry soils and when cutting stone or other materials to prevent dust from being generated from the site to adjacent areas.
12. Clean needs to remove any mud and sediment that may be tracked off-site by the construction equipment.
13. All demolition waste shall be disposed of off-site at locations approved by the Landscape Architect and per Nova Scotia Environmental Regulations.
14. Develop a waste reduction program. Remove packaging for reuse and return by manufacturer of pallets, crates, padding, and packaging materials. Separate all materials for reuse and recycling.
15. Disposal of all waste materials shall be the responsibility of the Contractor. Contractor shall be responsible for all assembly, removal, disposal and clean-up of all demolition waste, including all equipment which must be removed to complete the scope of work and which has not been designated for reuse by Owner.

**TREE PROTECTION AND REMOVAL NOTES:**

1. All trees outside of the limit of disturbance shall be protected.
2. No storage of materials, grade changes, equipment storage, or vehicle parking shall be permitted within the root zones / drip lines of trees to be protected.
3. Should any trees outside of the limit of disturbance require pruning of branches, limbing, or root pruning in order to prevent damage to the tree during excavation and construction, such work shall be performed by a qualified tree care professional, in accordance with accepted arboricultural best practices.
4. All trees identified in the survey prepared by Design Services Limited, dated October 31, 2018, if they are located within the limit of work, shall be cut into 8' lengths and remain on site in a stockpile location designated by Owner's representative, for future use by Owner.
5. All trees removed within the limit of work with a trunk diameter of 12" or greater shall be cut down into 8' lengths and left on site, branches removed, in an area designated by Owner's representative.
6. All other trees within the limit of disturbance shall be cleaned and chipped for reuse as much or informal trail surfacing. Chipped bark and wood shall be stockpiled on site, in an area designated by Owner's representative.

**Schedule C**



**Schedule D**

**GRADING NOTES**

- Existing grades are based on Topographic Survey prepared by Barton Surveys Limited, dated April 17, 2020. Contractor shall advise the Landscape Architect and Civil Engineer of any discrepancies between the Topographic Survey and actual site conditions prior to commencement of earthworks.
- Install steeled highway station fence at edge of proposed grading. Maintain highway fence in good condition throughout project.
- The locations of utilities shown on the plan are approximate. The contractor shall obtain utility locates to verify the precise location of all utilities on site before installing excavation activities and protect existing utilities throughout construction. Any utilities damaged by construction activities will be repaired by the contractor at no cost to the owner.
- The contractor is responsible for reviewing the geotechnical report, prepared by B&E Engineering, dated January 30, 2020, prior to commencing earthworks.
- Provide samples of materials proposed for use for the review of the Landscape Architect, including fill, topsoil, planting soil, and pavements. Suitable excavated materials removed to accommodate new construction may be used as fill material subject to the approval of the Landscape Architect. Soil test reports for topsoil shall be provided by the contractor through an approved soil testing laboratory.
- Promptly notify the Landscape Architect of unexpected subsurface conditions.
- Contractor to set grade stakes showing lines and elevations for review and approval by the Landscape Architect prior to rough grading.
- Do not allow grade changes within the drip three of trees to be protected, outside of the limit of disturbance, refer to Tree protection notes on Sheet L101.
- Perform grading within contract Limits of Construction, including adjacent transition areas, to new elevations, levels, profiles, and contours indicated. Provide substrate surfaces parallel to finished surface grades. Provide uniform finish and slope between new elevations and existing grades. Grade surfaces to ensure areas drain away from structures and to prevent ponding and possible surface drainage. Deviations from the grading plan will not be accepted without prior approval by Landscape Architect and Civil Engineer by way of change order.
- Strip topsoil within limit of disturbance and stockpile on site in a location acceptable to Owner and Landscape Architect, for future use within the project.
- Topsoil to be stockpiled shall be natural, friable, fertile soil characteristic of productive soil in the vicinity, reasonably free of stones, clay lumps, roots, and other foreign matter. Do not use crushed topsoil. Place during dry weather. Allow for 200mm average depth of topsoil screened for lawn areas, and 300mm depth at planting areas, except as otherwise indicated on the drawings.
- Final grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of sub-grades.
- For all slopes graded at 2:1 or steeper, install erosion control measure (Sloam-C Erosion Control Mat by Maccaferri or approved equal), in accordance with details and manufacturer's instructions.
- Protect finish graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades as eroded, eroded, and damaged areas. Where completed areas are disturbed by construction operations or adverse weather, notify, replace, and compact to required density.
- Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clean, clear, free of debris, and suitable for further site work operations.
- Design of all stormwater facilities indicated in Grading Plan and Site section drawings is by Snow Civil Consulting (Civil Engineer) and coordinated with landscape grading.

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- At the date of issue, the design shown in this "Issued for Pricing" package is preliminary, under review by the Town of Bridgewater and may be subject to change until further design development.
- In requesting and receiving this "Issued for Pricing" design package, the Owner and/or Contractor assume all responsibility and liability associated with any use of said package for other than pricing purposes. The Owner and/or Contractor shall indemnify and hold the Landscape Architect of any responsibility and liability for such use, and agree to hold harmless and indemnify the Landscape Architect against any actions resulting from use other than for pricing purposes.

**GRADING LEGEND**

SYM	DESCRIPTION
---(ELEV)---	PROPOSED PROF. ELEVATION
---	PROPOSED CONTOUR (PAVING)
---	PROPOSED CONTOUR (LAWN)
---	EXISTING CONTOUR (PAVING)
---	EXISTING CONTOUR (LAWN)
TOP(ELEV)	TOP OF CURB
BOT(ELEV)	BOTTOM OF CURB
HP(ELEV)	HEAD POINT
TP(ELEV)	TOP OF WALL
BP(ELEV)	BOTTOM OF WALL
---	DRAINAGE SWALE - FLOW LINE
-----	LIMIT OF GRADING



**chad ARCHITECTS**

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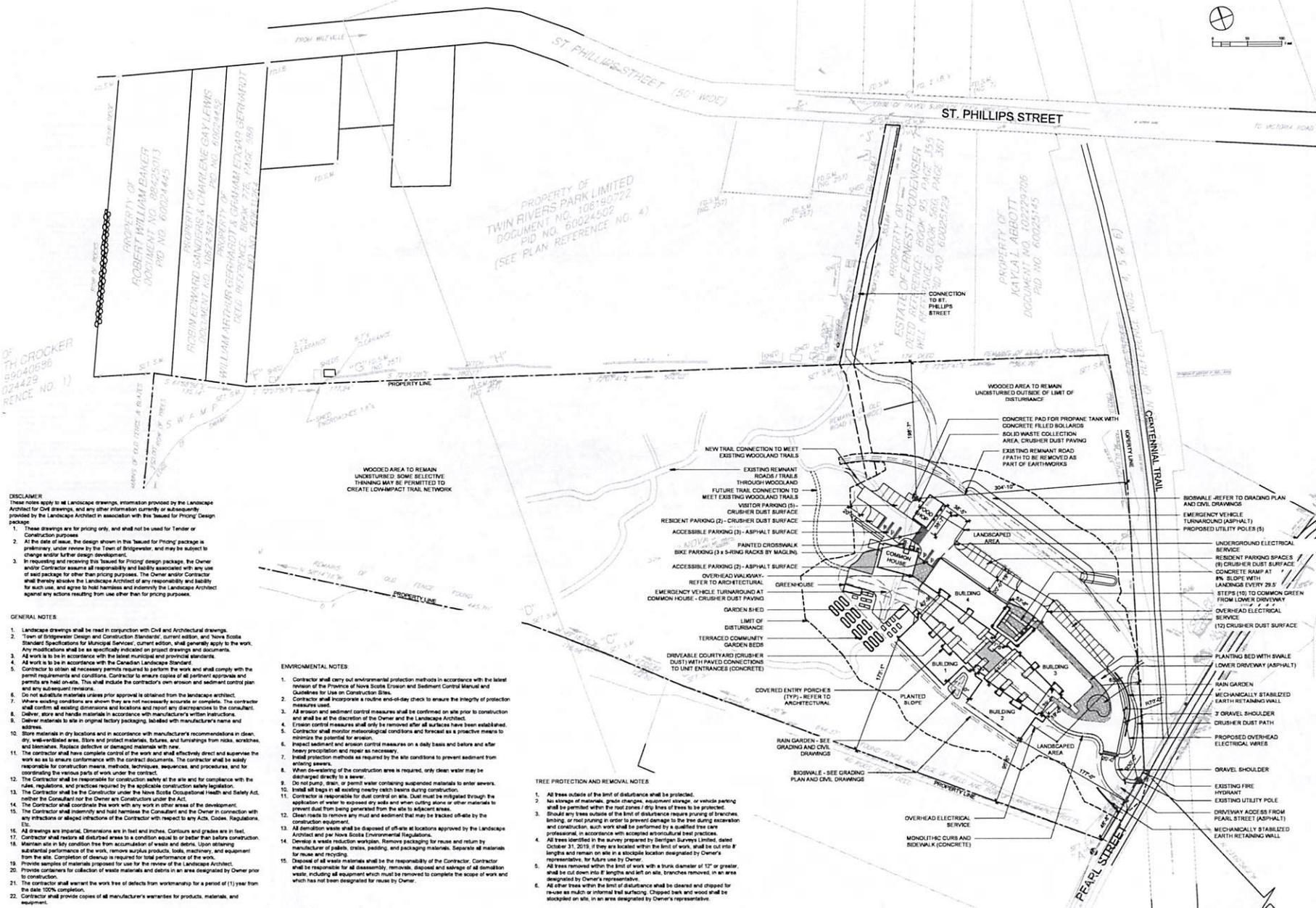


**ISSUED FOR DA REVIEW**  
PRELIMINARY - NOT FOR CONSTRUCTION

**TREEHOUSE COHOUSING**  
54 PEARL STREET  
BRIDGEWATER, NS

**GRADING PLAN**

Sheet No: **BESTG**  
Date: **12/1/2020**  
Project: **DA REVIEW**  
Drawing Number: **L104**  
Scale: **1" = 32'-0"**



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 3. In requesting and receiving the issued for Pricing design package, the Owner and/or Contractor assumes all responsibility and liability associated with any use of said package for other than pricing purposes. The Owner and/or Contractor shall thereby release the Landscape Architect of any responsibility and liability for such use, and agree to hold harmless and indemnify the Landscape Architect against any actions resulting from use other than for pricing purposes.

**GENERAL NOTES**  
 1. Landscape drawings shall be read in conjunction with Civil and Architectural drawings.  
 2. Town of Bridgewater Design and Construction Standards, current edition, and Nova Scotia Standard Specifications for Municipal Services, current edition, shall generally apply to the work. Any modifications shall be as specifically indicated on project drawings and documents.  
 3. All work to be in accordance with the latest municipal and provincial standards.  
 4. All work to be in accordance with the Canadian Landscape Standard.  
 5. Contractor to obtain all necessary permits required to perform the work and shall comply with the permit requirements and conditions. Contractor to ensure copies of all permit approvals and permits are had onsite. This shall include the contractor's own erosion and sediment control plan and any subsequent revisions.  
 6. Do not substitute materials unless prior approval is obtained from the landscape architect. Where existing conditions are shown they are not necessarily accurate or complete. The contractor shall confirm all existing dimensions and locations and report any discrepancies to the consultant.  
 7. Deliver, store and handle materials in accordance with manufacturer's written instructions.  
 8. Deliver materials to site in original factory packaging, labelled with manufacturer's name and address.  
 9. Store materials in dry locations and in accordance with manufacturer's recommendations in clean, dry, well-ventilated areas. Store and protect materials, fixtures, and furnishings from ricks, scratches, and blemishes. Replace defective or damaged materials with like.  
 10. The contractor shall have complete control of the work and shall effectively direct and supervise the work as to ensure conformance with the contract documents. The contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures, and for coordinating the various parts of work under the contract.  
 11. The Contractor shall be responsible for construction safety at the site and for compliance with the rules, regulations, and practices required by the applicable construction safety legislation.  
 12. The Contractor shall be responsible for the Nova Scotia Environmental Health and Safety Act, neither the Consultant nor the Owner are Constructors under the Act.  
 13. The Contractor shall coordinate the work of the development.  
 14. The Contractor shall indemnify and hold harmless the Consultant and the Owner in connection with any contractors or subcontractors of the Contractor with respect to any Acts, Codes, Regulations, etc.  
 15. All drawings are imperial. Dimensions are in feet and inches. Contours and grades are in feet.  
 16. Contractor shall restore all disturbed areas to a condition equal to or better than before construction.  
 17. Maintain site in tidy condition free from accumulation of waste and debris. Upon attaining substantial performance of the work, remove surplus products, tools, machinery, and equipment from the site. Complete cleanup is required for total performance of the work.  
 18. Provide samples of materials proposed for use for review of the Landscape Architect.  
 19. Provide containers for collection of waste materials and debris in an area designated by Owner prior to construction.  
 20. The contractor shall warrant the work free of defects from construction for a period of (1) year from the date 100% completion.  
 21. Contractor shall provide copies of all manufacturer's warranties for products, materials, and equipment.

**ENVIRONMENTAL NOTES**  
 1. Contractor shall carry out environmental protection methods in accordance with the latest revision of the Province of Nova Scotia Erosion and Sediment Control Manual and Guidelines for Use on Construction Sites.  
 2. Contractor shall incorporate a routine end-of-day check to ensure the integrity of protection measures used.  
 3. All erosion and sediment control measures shall be confirmed on site prior to construction and shall be at the discretion of the Owner and the Landscape Architect.  
 4. Erosion control measures shall only be removed after all surfaces have been established.  
 5. Contractor shall monitor meteorological conditions and forecast as a proactive means to minimize the potential for erosion.  
 6. Inspect sediment and erosion control measures on a daily basis and before and after heavy precipitation and repair as necessary.  
 7. Install protection methods as required by the site conditions to prevent sediment from entering streams.  
 8. When despoiling of the construction area is required, only clean water may be discharged directly to a sewer.  
 9. Do not pump, drain, or permit water containing suspended materials to enter sewers.  
 10. Install all bags in all existing nearby catch basins during construction.  
 11. Contractor is responsible for silt control on site. Silt must be mitigated through the application of water to exposed dry soils and when cutting alone or other materials to prevent dust from being generated from the site to adjacent areas.  
 12. Clean means to remove any mud and sediment that may be tracked off-site by the construction equipment.  
 13. All demolition waste shall be disposed of off-site at locations approved by the Landscape Architect and per Nova Scotia Environmental Regulations.  
 14. Demolish a waste reduction workshop. Remove packaging for reuse and return by manufacturer of pallets, crates, padding, and packaging materials. Separate all materials for reuse and recycling.  
 15. Disposal of all waste materials shall be the responsibility of the Contractor. Contractor shall be responsible for all assembly, removal, disposal and salvage of all demolition waste, including all equipment which must be removed to complete the scope of work and which has not been designated for reuse by Owner.

**TREE PROTECTION AND REMOVAL NOTES**  
 1. All trees outside of the limit of disturbance shall be protected.  
 2. No storage of materials, grade changes, equipment storage, or vehicle parking shall be permitted within the root zone/ drip lines of trees to be protected.  
 3. Should any trees outside of the limit of disturbance require pruning of branches, limbing, or root pruning in order to prevent damage to the tree during excavation and construction, such work shall be performed by a qualified tree care professional, in accordance with accepted arboricultural best practices.  
 4. All trees identified in the survey prepared by Bergien Surveys Limited, dated October 31, 2018, if they are located within the limit of work, shall be cut into 8' lengths and remain on site in a stockpile location designated by Owner's representative, for future use by Owner.  
 5. All trees removed within the limit of work with a trunk diameter of 12" or greater shall be cut down into 8' lengths and left on site, branches removed, in an area designated by Owner's representative.  
 6. All other trees within the limit of disturbance shall be cleaned and stripped for reuse as mulch or informal trail surfacing. Chipped bark and wood shall be stockpiled on site, in an area designated by Owner's representative.



This Issue:  
**ISSUED FOR DA REVIEW**  
 PRELIMINARY - NOT FOR CONSTRUCTION

**TREEHOUSE COHOUSING**  
 54 PEARL STREET  
 BRIDGEWATER, NS

Drawing Title  
**SITE PLAN**

Client No.	77210200	Drawing Number	L101
Date	7/21/2020		
Scale	DA REVIEW		
Sheet	11" x 82"		

# Appendix C

## MPS SECTION 17 POLICY REVIEW OF APPLICATION

In accordance with Section 17 of the Municipal Planning Strategy, Town Council shall consider MPS Policy IM-6 prior to making a decision to enter into a Development Agreement. Accordingly, planning and engineering staff have reviewed the request in accordance with the policies and provide the following comments:

MPS Policy IM-6	Staff Comment
<p><i>When considering any proposed development agreements or amendments to the Land Use By-law, it shall be a policy of Council to have regard for the following matters:</i></p>	
<p><i>a) Compatibility of the proposed land use with adjacent land uses; and</i></p>	<p>The proposed use is compatible with adjacent uses. The property is adjacent to multiple residential zones and uses, including single unit, two unit and multi-unit developments, as well as a land leased community. The proposed site plan shows the buildings would be located close to the road further away from adjacent single unit residential dwellings, to minimize any impact.</p>
<p><i>b) Compatibility of the development with adjacent properties in terms of height, scale, lot coverage, density, bulk, and architectural style; and</i></p>	<p>The development is compatible with adjacent developments. The height is within the requirements of the Land Use By-law for as-of-right developments and the two-story buildings are similar heights to those nearby. The lot coverage is comparable to one of the adjacent properties and has less lot coverage than others due to the size of the property, but it is compatible with the adjacent properties. The density and bulk are different than the surrounding properties but are still compatible due to the mix of residential uses nearby and the physical separation from adjacent properties. The architectural style is different than the buildings nearby, however the style is compatible and as the building is located slightly away and not directly adjacent to nearby buildings the different style doesn't contrast.</p>
<p><i>c) Compatibility of the development with adjacent properties in terms of lighting, signage, outdoor display, outdoor storage, traffic impacts, and noise; and</i></p>	<p>The Development Agreement stipulates that any exterior lighting shall be positioned to minimize the illumination of surrounding areas and is located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.</p> <p>Signage, outdoor display and outdoor storage is not stipulated in the DA so will need to follow requirements set out in the LUB.</p> <p>A traffic study was completed and it has been determined that access from Pearl Street will be sufficient and the development will not have negative traffic impacts.</p> <p>As the use is residential, the noise level is expected to be compatible with adjacent properties.</p>
<p><i>d) Integration of the development into the surrounding area by means of appropriate landscaping, with screening provided by existing and new vegetation and fencing as required; and</i></p>	<p>The development will be integrated into the surrounding area through the maintenance of a wooded area and landscaping that shall be in reasonable accordance with the landscaping plan to be submitted.</p>

**e) The adequacy of sanitary services, water services, and storm water management services; and**

Sanitary Services – The 2018 Sanitary Stormwater Master Plan concluded that “Future development or densification within Town will increase overflows from the sanitary and combined sewer system with the exception of development or redevelopment in area which can drain by gravity to the WWTP”. It further states that “Current NSE/CCME regulations and guidelines require that new developments or densification of existing developments do not increase the frequency or volume of overflows” and “to accommodate development, system improvements to the wastewater collection system will be necessary to offset the increased flows from any new development or redevelopment at a recommended ratio of 2:1 (removed 2 parts stormwater to allow 1 part of new sanitary sewer)”.

*Planner’s additional comment: Staff used the as-of-right density/population calculation of the R3 zone, as it is a large property that could be subdivided, to determine an offsetting solution. As-of-right, considering a new local street and lots for single or two-unit development, the subject property can yield a significant enough population to satisfy offsetting sanitary sewer flow from new multi-unit developments on this property.*

The subject property has frontage on both Pearl Street and St Phillips Street – Pearl Street has a 200mm diameter sewer main that ends above the trail near the lower corner of the subject property. St Phillips Street primarily consists of an undersized 150mm diameter sewer downstream of the subject property. Preliminary discussions with the consultant completing the study for the Business Park has identified concerns with small diameter sewers in the area. Any proposed sewer connections should be to Pearl Street. Section 4(a) of the Public Sewer Bylaw has a provision that if dwellings are located more than 100 meters from a public street with sewer, an onsite sewage system could be considered. Based on the preliminary information received, this is not an option as it appears dwellings are located within the 100 meters.

The applicants Site Analysis and Feasibility Study recommended further information and tests are needed to confirm the adequacy of both water and available sewer capacity, this is particularly important should the applicant wish to connect to St. Phillips Street.

*Planner’s additional comment: A water analysis was conducted, and servicing will be approved by the Town Engineer prior to issuance of development permit.*

Water Services – The proposed development is located at the upper extents of the gravity zone having minimal water pressure and lower flows and lower available fire protection. Part of the subject property is above the 55m contour gravity zone of which no pressurized system is available.

*When considering any proposed development agreements or amendments to the Land Use By-law, it shall be a policy of Council to have regard for the following matters:*

	<p>The Site Analysis and Feasibility Study identified limitations (inadequate fire flow from a single source) for fire protection and recommended that further information and tests are needed to confirm the adequacy of water supply. Additional information is required.</p> <p><i>Planner's additional comment: Fire flow testing was completed. Servicing will be approved by the Town Engineer prior to issuance of development permit.</i></p> <p>Depending on the development, master meter(s) may be required.</p> <p>Storm Sewer Services – St. Phillips Street storm sewer system is comprised of sporadic systems serving in street catch basins only. There is no continuous storm sewer in the area of the development. Pearl Street above the trail system is ditched, as well as along the trail system. The subject property drains to a watercourse located south east of the property and then to Wiles Brook. Wiles Brook experiences flooding during heavy rain events. On site water management is necessary such that pre-development flows do not exceed post development flow. A stormwater Management Plan is necessary and requires Town approval.</p> <p>Stormwater drainage shall be self-contained within the limits of the subject property and not directed to adjacent properties.</p> <p>Stormwater needs to be separate from the sanitary sewer, combined sewers are not permitted.</p>
<p><b><i>f) Contribution of the proposal towards an orderly and compact development pattern that makes efficient use of existing and new municipal infrastructure and services; and</i></b></p>	<p>Both Pearl Street and St. Phillips Street are older streets and as such has infrastructure limitations. A number of these limitations were captured in the applicants Site Analysis and Feasibility Study as well as the Traffic Impact Study. The 1995 upgrade to Victoria Road did not include the portion of Pearl Street up to the proposed development. Nor has St. Phillips Street received any upgrades for many years to bring them to current standards. The applicant is proposing to utilize the Towns trail system.</p>

**MPS Policy IM-6****Staff Comment**

*When considering any proposed development agreements or amendments to the Land Use By-law, it shall be a policy of Council to have regard for the following matters:*

<p><b>g) The adequacy of the road network in, and adjacent to, or leading to the development, regarding connectivity, congestion and traffic hazards; and</b></p>	<p>St. Phillips Street is classified as a collector street (with a sidewalk) intended for higher volumes of traffic and is a transit route. Pearl Street is classified as a local street (no sidewalks). The Town has received a Traffic Impact Study for the proposed development which identified a number of concerns with access to Pearl Street and site vision at Victoria Road / Pearl Street, along with utility limitations and driveway grades. The report did not analyze access to St. Phillips Street other than site distance analysis. Additional information regarding access to St. Phillips Street is required.</p> <p><i>Planner's additional comments: Information was provided to support access from Pearl Street and the Engineering Department has deemed that access as suitable.</i></p>
<p><b>h) The adequacy of site access as determined by the Traffic Authority; and</b></p>	<p>The Traffic Impact Study identified a number of concerns and recommendations for a Pearl Street access point including site vision, driveway grades and potentially changes needed to utilities. Furthermore, Pearl Street does not have a sidewalk, is narrow and has a challenging geometry (both horizontally and vertically). Staff require a more in-depth analysis of a St. Phillips Street access point.</p> <p><i>Planner's additional comments: The results from the Traffic Study show that under existing conditions and anticipated future conditions, the two study intersections operate at acceptable levels of service during both weekday peak hours. Additional information was provided to support access from Pearl Street, including turning templates that show access for emergency services can be provided from Pearl Street.</i></p>
<p><b>i) The ability of emergency services to respond to an emergency at the location of the proposed development; and</b></p>	<p>Pearl Street is a narrow local street with geometry that is challenging for large vehicles. St. Phillips Street would be a better access point for larger emergency service vehicles. Driveway slopes cannot exceed maximum grades that larger emergency vehicles can accommodate. Building code on site emergency requirements will be reviewed by the Town's Building Official during the permitting process. The applicants Site Analysis and Feasibility Study identified the need of a secondary access for emergency services. The property is to be properly civic addressed per the current Civic Numbering Bylaw.</p>
<p><b>j) The adequacy of active transportation infrastructure to support walking and cycling to and from the proposed development; and</b></p>	<p>The property borders the Town's trail system that has access to St. Phillips Street and Victoria Road at High Street. Pearl Street is a local volume street however, it does not have sidewalks and is narrow which some AT users may prefer not to use. St. Phillips Street is a collector street and does have a narrow sidewalk on one side.</p>

**MPS Policy IM-6**

**Staff Comment**

*When considering any proposed development agreements or amendments to the Land Use By-law, it shall be a policy of Council to have regard for the following matters:*

<p><b><i>k) The provision of off-street vehicle and bicycle parking to prevent significant congestion, nuisance and inconvenience in the area; and</i></b></p>	<p>Vehicular parking shall be provided in reasonable accordance with that shown on the site plan to a maximum of 45 spaces, and bicycle parking shall be provided for no fewer than 15 bicycles.</p>
<p><b><i>l) Consideration of any previous uses of the site which may have caused soil or groundwater contamination; and</i></b></p>	<p>Staff are not aware of any previous uses that may have caused soil or groundwater contamination.</p>
<p><b><i>m) Suitability of the site in terms of slope and flood and erosion risk in accordance with Map 6 – Environmental Constraints; and</i></b></p>	<p>MPS Map 6 – Environmental constraints identifies areas of the subject property having slopes of between 20-30% and slopes greater than 30%.</p> <p><u><i>Planner’s additional comment: Erosion control is required for slopes over 50% and slopes over 40% shall be stabilized.</i></u></p>
<p><b><i>n) Consideration of any anticipated environmental impacts resulting from the development, such as air and water pollution, soil contamination, and potential for the contamination or sedimentation of watercourses. Where Council determines, on the advice of a qualified person, that there is a significant risk of environmental damage from any proposed development, an environmental impact assessment shall be carried out by the developer for the purpose of determining the nature and extent of any impact and no agreement shall be approved until Council is satisfied that the proposed development will not create or result in undue environmental damage;</i></b></p>	<p>The property does have steep slopes with increased chance of erosion and sedimentation and will likely require additional resources to ensure there will be no environmental impacts. There are nearby watercourses that could be impacted by this development if adequate measures are not put in place. The proposed use does not pose significant risk of environmental damage provided sound engineering and construction practices are followed.</p>
<p><b><i>o) The application of sustainable design principles and energy efficient technology, including but not limited to renewable energy infrastructure, environmentally friendly paving alternatives, provision of alternative transportation parking, integration of landscaping into the design of parking lots, green roofs, etc.; and</i></b></p>	<p>The property shall include at least one renewable energy system, including but not limited to wind, water, solar and geothermal. The property owner has proposed solar panels on the roof of the common house, however the development agreement would permit any renewable energy system. Bicycle parking would be required. Native species have been proposed in the landscaping plan and that will be held to reasonable accordance at the discretion of the Development Officer.</p>
<p><b><i>p) The financial ability of the Town to absorb any costs relating to the proposal; and</i></b></p>	<p>Costs associated with changes to Town’s infrastructure will be the developer’s responsibility.</p>
<p><b><i>q) The proposal’s conformance with the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law are regarded as guidelines.</i></b></p>	<p>The Land Use By-law has been used as a guideline for the development agreement and the intent of the Municipal Planning Strategy has been met.</p>

# Appendix D

## Public Participation Meeting Development Agreement – 54 Pearl Street

**Date of Meeting:** January 15, 2020

**Meeting Commenced:** 6:03pm

**Meeting Concluded:** 7:10pm

**Attendance:** 20 members of the public, 3 on behalf of the applicant, 2 staff

\*questions and comments to follow have been summarized for clarity.

- Pearl Street is very narrow. How can it handle the increase in traffic volume? There isn't space to accommodate construction equipment and staging.
- Existing speeds on Pearl Street are concerning. Traffic merges rapidly onto Pearl Street from Victoria Road due to the current intersection's geometry.
- Is the development going to be comprised of rental units?
- The site is wooded, and the buildings are going to be wood-framed construction. How are emergency vehicles (fire apparatus) going to access possible fire instances? What will be done to mitigate concerns related to fire?
- The traffic counts seem low. When were the counts conducted and how?
- The site was previously used for gravel pit operations, so suggested an attendee with first-hand historical knowledge of the site. The access road to St. Phillips Street was required at that time and was subsequently used for access to the site to keep that traffic away from Pearl Street.
- How is power being run into the site?
- Pearl Street is substandard in width and surfacing, especially where it transitions to gravel south-west of 90 Pearl Street.
- An attendee requested an independent (3<sup>rd</sup> party) Traffic report.
- Should the main access be to St Phillips Street? Will that option be analyzed?
- Will there be sidewalks built to the site (on Pearl St)?
- The internal trail system of the development should not lead to privately-owned adjacent properties.

## Appendix E

**From:** [Mackenzie Childs](#)  
**To:** [Nick Brown](#); [Andrew Collicutt](#)  
**Subject:** RE: Further comments  
**Date:** January 24, 2020 11:29:00 AM  
**Attachments:** [image001.png](#)

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Hi Andrew,

Thank you for your comments. The Eastpoint Feasibility Study is not something the Town requested when receiving the application; the applicants had that completed for their own information to help determine the feasibility of the development before beginning. As they submitted the study with their application, there was information we used to help guide our analysis, and further information has been requested from our Engineer regarding concerns of the town (ex. vehicular access, sewer, and other infrastructure). When the study says "no allowance has been made for rock cutting and/or blasting", that is referencing the cost and that if any cutting or blasting is required it will cost more for the property owner. It is not saying that blasting or rock cutting will not be permitted; blasting has happened in town before. There are provincial regulations for blasting as well as development on acid slate, so if concerns arise there they will be dealt with by the Province, as would regulations and monitoring, not by the Town.

We do not have a copy of the Strum Consulting Environmental Site Analysis and it is not being requested; our Engineering Department is requesting the specific information pertinent to their analysis. The applicant has been conducting the environmental site analysis in anticipation it will be expected from financial parties involved, and similarly to what I mentioned above, it may be required by other parties prior to development.

An environmental assessment should identify any past uses so the property owner would be aware of any challenges that may arise. If cost estimates and development timelines change based on results from that study, or anything else during the process, that will be for the applicant to work through. The Town does not require construction be completed by a certain date; we require certain information to be provided and certain plans to be developed prior to the creation of a Development Agreement and prior to permit issuance.

Regards,

Mackenzie Childs  
Planner  
Community Development Department



E: [mackenzie.childs@bridgewater.ca](mailto:mackenzie.childs@bridgewater.ca)  
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60 Pleasant Street

Bridgewater, NS B4V 3X9

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**From:** Nick Brown <Nick.Brown@bridgewater.ca>  
**Sent:** January 21, 2020 4:43 PM  
**To:** Andrew Collicutt <coastal@eastlink.ca>  
**Cc:** Mackenzie Childs <Mackenzie.Childs@bridgewater.ca>  
**Subject:** Re: Further comments

We thank you, Andrew, for your comments and concerns. By copy of this email, I am submitting your email to file by way of the Planner assigned to this development proposal, Mackenzie Childs. We will further analyze the report, subsequent recommendation for a geotechnical study, and the site with our Engineering Department in consideration of your comments. Either Mackenzie or I will provide a response.

Regards,  
Nick

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**From:** Andrew Collicutt <[coastal@eastlink.ca](mailto:coastal@eastlink.ca)>  
**Sent:** Tuesday, January 21, 2020 3:57 PM  
**To:** Nick Brown <[Nick.Brown@bridgewater.ca](mailto:Nick.Brown@bridgewater.ca)>  
**Subject:** Further comments

**CAUTION: This email originated from an external sender.**

Good afternoon Nick, after reading some of the other reports/exhibits that were attached to the application for development agreement (document #19-156) I must say that the Eastpoint Engineering report provides much fodder for sending this venture back to the drawing board. A geotechnical study is recommended but so far only a Phase 1 ESA by Strum Consulting has been done. I do request a copy of that report forwarded to my e-mail. The Eastpoint Memo is dated 09/19/2019. It was after this date that one of the Directors and Vice-President of the TVE was informed by me of the past history (human manipulation) of the site known as 54 Pearl Street. The Eastpoint study is based on the assumption that all "excavation will be in soil". They continue to state "No allowance has been made for rock cutting and/or blasting." The spokesperson/architect last Wednesday night did not properly address my question regarding potential blasting. I'm sure nearby residents of the site on Pearl Street with old rock foundations (myself included) and also myself with a new thermal storage unit heated cement floor may suffer greatly from blasting. With the history of this site, including removal of topsoil, there will be issues with exposed shale and the environmental challenges that accompany it. If and when the geotechnical assumptions within the Eastpoint study fail then the ROM cost estimates and construction timelines go out the window since the time and cost of actually preparing the site for any build will rapidly escalate. Studying the scope and size of this development in relation to the proposed location of it on the lot and the unavailability of a comprehensive geotechnical study of the site including rehabilitative measures for the former site activity I can only say that the application for the venture should be put on hold until

further environmental studies have been completed. A response would be appreciated, yours truly,  
Andrew Collicutt.