



Document #	22-112A
Approved	<i>[Signature]</i>
Date	29 Aug 2022
COPIES TO:	
Council	✓
Senior Mgmt	✓
Discussion Session	
Agenda	Special 6 Sept
Committee	
Other	

REQUEST FOR DECISION

SUBMITTED BY:	Nick Brown, Manager of Planning and Development
DATE:	September 6, 2022
SUBJECT:	Application for Development Agreement – 233 Logan Road (Planning Analysis Report)

ORIGIN

An application was received on June 23, 2022, by Michelin North America (Canada) Inc (“the applicant”) to substantively amend their existing development agreement (Document #21-182B) for a 3200m² manufacturing facility addition at 233 Logan Road, PID# 60023454 (“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 233 Logan Road and schedule a Public Hearing during the regularly scheduled Council meeting on September 26, 2022, at 6:00pm in Council Chambers at Town Hall.

BACKGROUND

The subject property is owned by Michelin North America (Canada) Inc and is currently a functioning manufacturing plant. The property is shown in the images below.

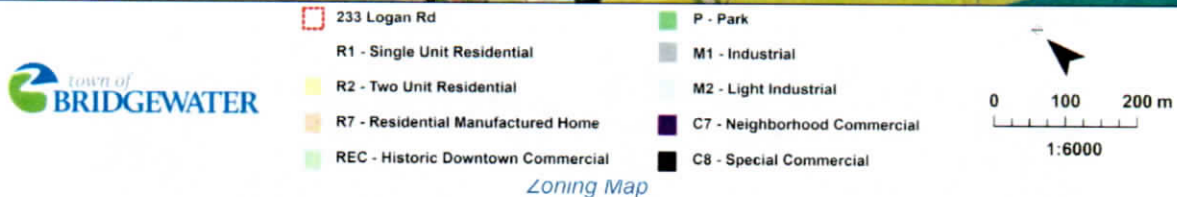


233 Logan Road (Top & Bottom)

The existing development agreement was approved on April 11, 2022 permitting a maximum 3200m² expansion. However due to changes in funding and subsequently the size of the project, a substantive amendment, in the form of a new development agreement, is required per Section 9: Changes and Alterations in the existing development agreement. This clause identifies the change in size as a substantive matter requiring additional public engagement and review. The applicant is now seeking to amend the development agreement, to include another 800 square metre building adjacent to the previous expansion – bringing the total gross floor area from the original 3200m² to 4000m².

The property is zoned as Industrial (M1) on the Zoning Map of the Land Use By-law (LUB) and is designated as Industrial on the Future Land Use Map of the Municipal Planning Strategy. The Industrial (M1) Zone is intended to support a wide range of industrial development and activities, including materials processing, materials assembly, product manufacturing and storage of finished products. Common uses can include manufacturing facilities, warehouse distribution centres and truck terminals. Nearby existing land uses include self-storage, production, as well as low density residential abutting St. Phillip Street.

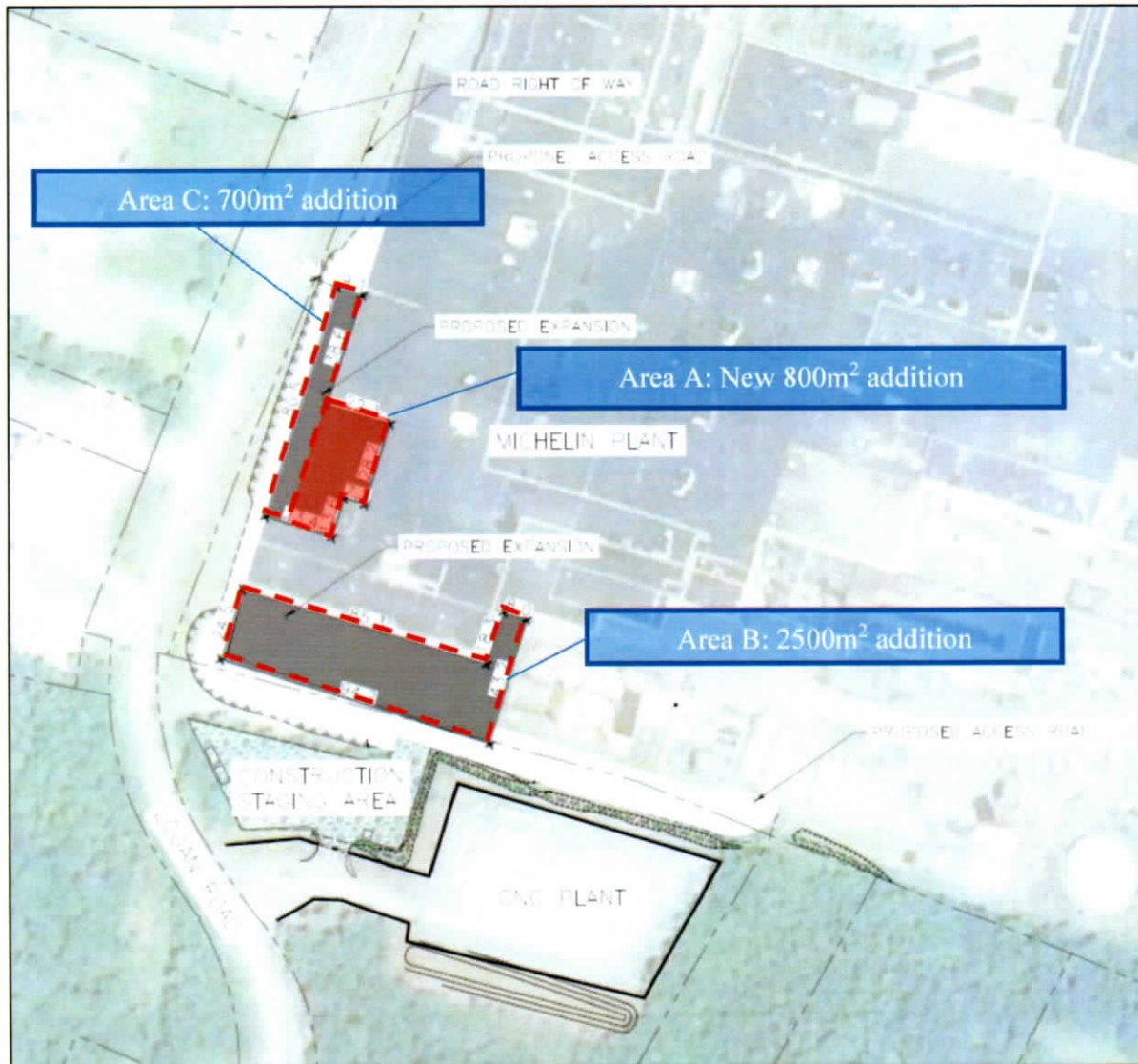
The immediate surrounding zoning is a combination of Industrial (M1) and Single Unit Residential (R1). The zoning in the wider area also includes Two Unit Residential (R2), Comprehensive Residential (R3), Manufactured Residential Home (R7), Neighbourhood Commercial (C7), Special Commercial (C8), Park (P), and Recreation (REC).



DISCUSSION

The amendment application is to create an additional 800m² building addition (Area A) alongside the previously approved 3200m² manufacturing facility expansion (Area B and C) in the southwest corner of the current manufacturing facilities (see site plan below). This addition will expand Area C from 700m² to 1500m² and the total project area from 3200m² to 4000m². This additional expansion is clearly part of the same project and is anticipated to be constructed in sequence with the previously approved 3200m². As such, this new addition is part of the same development activity and must be considered in the same development agreement, as opposed to a separate development process. Therefore, because the size of the development is identified as a substantive matter in the existing development agreement (Section 9 Changes and Alterations), a new development agreement is required.

Based on design complete to date, the proposed additions will be approximately 7.7m (25' 3") from the property line abutting Logan Road at their closest point and will measure approximately 8.8m (29') in height when complete – aligning with the existing building height. For comparison, the Land Use By-law requirement for front and side yards is 4m (13') and 5m (16'); and there is no maximum building height in the Industrial (M1) Zone. Proposed elevation drawings are shown in Appendix B.



Proposed Expansion – New 800m² addition

Compliance with Planning Documents

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

1. Encourage opportunities for development which foster the town as a regional employment and service centre.
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.

The subject property is located in the Industrial (M1) Zone, which is in the Industrial designation. This designation identifies all land that is intended to support industrial and manufacturing land uses, as well as a range of commercial uses and community services that are compatible with industrial development. Most of Bridgewater's industrial designation is found in the Bridgewater Business Park, which straddles Highway 103 in the northwest end of town, while a smaller portion of industrial designated land remains located in the southwest end of town on the LaHave River.

Currently, industrial uses stretch the length of Logan Road from King St. to St. Phillips St and along Wentzell Dr., North Park St., Cook Rd., and York St. towards Starr St. Town Council acknowledges that manufacturing and related industries are one of the town's largest employment sectors and a key component of the region's economic viability. As such, the primary intent of the industrial designation is to provide continued opportunities for a range of manufacturing and industrial land uses within Bridgewater.

The M1 Zone permits a range of industrial and commercial uses as-of-right, as outlined in Section 7.2.1 in the LUB. Additionally, new developments exceeding 4,645m² (49,998ft²), additions greater than 2,323m² (25,005ft²) to existing developments, and all other industrial uses that are considered to be hazardous or those that have the potential to create substantial land use conflicts, are permitted by development agreement.

The MPS contains policies for industrial development that are applicable to this application. When considering any proposed development agreement, it shall be the policy of Council to have regard for matters pursuant to MPS Policy IM-6; analysis of which can be found in Appendix C.

Industrial Development Objectives

Bridgewater's industrial development objectives in the MPS are to centralize industrial development in the Bridgewater Business Park, maintain the industrially zoned land north of Highway 103 as a reserve to accommodate industrial expansion, and continue to cluster industrial uses in the Business Park to help mitigate conflicts with incompatible land uses in other parts of town.

Today, the Business Park is the primary location for new industrial uses in Bridgewater. Because industrial and manufacturing businesses are key employers and economic contributors, the town wishes to encourage new industrial growth in a responsible manner. Therefore, Council will strive to concentrate all new industrial development in the Business Park opposed to other areas of town where land use conflicts are more likely to occur.

Policies for Industrial Development		Staff Comment
M-1	<i>It shall be the policy of Council to concentrate industrial development within the Bridgewater Business Park to minimize the potential for land use conflicts in other areas of the community.</i>	The development would further concentrate industrial uses within the Bridgewater Business Park.
M-8	<i>It shall be a policy of Council to consider the following developments by development agreement in the Industrial (M1) Zone:</i> ... <i>c) Additions in excess of 2323m² (25,005ft²) to existing industrial and commercial developments, in accordance with Policy MDA-1.</i>	The proposed manufacturing facility addition exceeds 2323m ² (25,005ft ²) and is therefore subject to a development agreement and Policy MDA-1.
MDA-1	<i>It shall be a policy of Council to ensure that the following criteria are met when Council is considering proposals for open storage of scrap materials, wood debarking and chipping operations, any commercial or industrial use not specifically allowed as-of-right in an industrial zone, and any industrial use identified as being considered to be hazardous or having the potential for creating land use conflict, by development agreement:</i> <i>a) Where any development site abuts a non-industrial zone boundary, the development shall be located on the site in a manner that achieves the maximum separation of the development from the abutting boundary. Subject to the physical characteristics of the site and the characteristics of the use or uses on the site, screening in the form of fencing, vegetation, or a berm, as appropriate, shall be constructed on the site in order to minimize impact on properties in the abutting zone;</i> <i>b) There shall be no emissions generated from the development such as noise, dust, radiation, light or undue negative effect on properties either within, or in the vicinity of, the designation and zone. Emissions shall not exceed applicable standards or guidelines set by any department or agency of the Federal or Provincial government;</i> <i>c) No development shall be permitted that could create a health hazard or that would have a negative effect on the quality of life or living environment of the town;</i> <i>d) Where Council determines, on the advice of a qualified person, that there is a significant risk of environmental damage from any proposed commercial or industrial 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> <i>e) The location and siting of any development within the Bridgewater Business Park shall be in accordance with any infrastructure and land use master plan that has been prepared or approved by the Town of Bridgewater; and</i> <i>f) The development is in accordance with policy IM-6.</i>	a) The proposed development site minimally abuts a property zoned single unit residential (R1) in the southeast corner. Because the two additions are proposed for the southwest corner the impact to the abutting zone will be minimal. Nevertheless, the development will be subject to the abutting zone requirements laid out in the Land Use By-law. b) The proposed development is for a building addition to the existing facilities – no additional emissions generation is anticipated. c) No health hazard or negative impact on quality of life or the living environment is anticipated. d) See Appendix C. e) The proposed development is an addition to existing manufacturing facilities. The existing manufacturing facilities are located within the Bridgewater Business Park. The additions are in accordance with the intent of the Town Master Infrastructure Plan for the Business Park. f) See Appendix C.

Development Agreement

The development agreement outlines the following provisions:

Permitted Use

The development on the Property shall be limited to the use of the existing manufacturing facility and an addition to a maximum of 4000m²; and the uses permitted in the underlying zoning by the Land Use By-law as amended from time to time.

Building Characteristics

The height, massing, and exterior design of the building additions shall be in reasonable accordance with the elevation drawings.

Buffering

The property owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.

Lighting

The lighting on the property shall be sufficient to promote the safety and security of all users. Any exterior lighting shall be positioned to maximize 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.

Parking and Access

There would be an access road that provides vehicular access through the site. This access road shall be in substantively the same location as shown on the site plan in Schedule C. Any other changes, deletions or additions of access points will need prior approval by the Traffic Authority. No changes to the existing parking areas have been proposed, nor would be required, in the facilitation of the proposed addition project.

Sanitary Sewer and Water Services

The property owner shall prepare detailed submissions for the approval of services to the satisfaction of the Town Engineer. The property owner shall also ensure that sanitary sewer downstream of the development can accommodate any increased sewer flows and that the site has adequate water supply for fire protection purposes. No significant changes envisaged from initial development agreement.

Stormwater Management

The property owner shall submit a detailed stormwater management plan to the satisfaction of the Town Engineer. The property owner shall also 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. No significant changes envisaged from initial development agreement.

Public Participation Meeting

A public participation meeting was scheduled for July 27th, 2022, at 6pm in Council Chambers at the Town of Bridgewater. Notification was provided to all properties within 30m (100ft) of the property and a notice was published on July 20, 2022, in the South Shore Breaker for one week prior to the meeting. There were no attendees.

IMPLICATIONS

Financial/Budget

There are no financial or budget implications. Any capital costs associated with infrastructure changes needed to accommodate the proposed development are the applicant's responsibility unless Council approves differently. This includes ensuring adequate downstream wastewater capacity, fire flow and fire protection, and stormwater management. The Wastewater Betterment Charge By-law is one means of addressing the financial impact of meeting regulatory requirements associated with increased wastewater generation.

Legal

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

Strategic Priorities / Work Program

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 September 26, 2022.
2. Deny the request for development agreement.
3. Defer the request back to staff for further analysis.

COMMUNICATIONS

A public participation meeting was scheduled for July 27, 2022, as per the requirement of the Municipal Government Act (MGA) 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 MGA.

Appendix A

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
233 LOGAN ROAD,
BRIDGEWATER, NS**

THIS AGREEMENT made this _____ day of _____, A.D. 2022.

BETWEEN: **Michelin North America (Canada) Inc**
 hereinafter called the "**Property Owner**"

OF THE FIRST PART

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 the property at 233 Logan Road (PID 60023454) ("the Property"), further described in Schedule A, for a manufacturing facility addition and

WHEREAS the Property is situated within an area designated 'Industrial' on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned 'Industrial (M1)' on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy M-8 (c) of the Municipal Planning Strategy (December 2014) and Parts 7.2.2 (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: Elevation Drawings
- Schedule C: Site Plan

2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) The use of the existing manufacturing facility and an addition to a maximum of 4200m² in the same location as shown on Schedule C; and
- (b) Those uses permitted in the underlying zoning by 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 CHARACTERISTICS

- (a) The height and massing of the building additions shall be in reasonable accordance with the elevation drawings as shown in Schedule B.
- (b) The exterior design of the building additions shall be in reasonable accordance with the elevation drawings as shown in Schedule B.

4. BUFFERING AND LIGHTING

- (a) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.
- (b) The lighting on the property shall be sufficient enough to promote the safety and security of all users.
- (c) 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.

5. PARKING AND ACCESS

- (a) The Property Owner shall construct an access road that provides vehicular access through the site that is in substantively the same location as shown on the site plan in Schedule C.
- (b) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.

6. 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.

7. SANITARY SEWER AND WATER SERVICES

- (a) The Property Owner shall prepare detailed submissions for the approval of services to the satisfaction of the Town Engineer prior to the issuance of the Development Permit.
- (b) The Property Owner shall ensure that sanitary sewer downstream of the development can accommodate any increased sewer flows and that the site has adequate water supply for fire protection purposes, to satisfaction of the Town Engineer prior to the issuance of the Development Permit.

8. STORMWATER MANAGEMENT

- (a) The Property Owner shall submit a detailed stormwater management plan to the satisfaction of the Town Engineer, prior to the issuance of a Development Permit.
- (b) 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.

9. CHANGES AND ALTERATIONS

- (a) All matters in this agreement not specified in Subsection 9(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) Permitted Use as outlined in Section 2; and
- (c) 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.

10. APPLICABILITY OF THE AGREEMENT

- (a) 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.

11. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

- (a) 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.

12. 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.

13. CONFLICT

- (a) Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land –Use Bylaw 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.

14. COSTS

- (a) 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.

15. FULL AGREEMENT

- (a) This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner in relation to the Permitted Use as described in Section 2.

16. SEVERABILITY OF PROVISIONS

- (a) 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.

17. 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.

18. BREACH OF TERMS OR CONDITIONS

- (a) 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*.

19. 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 twelve (12) 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 60023454, as described in Schedule A, having received the deed for 60023454 from The Bridgewater Industrial Commission dated January 14, 1970. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

JIM LEY
MICHELIN NORTH AMERICA (CANADA)
INC

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

JIM LEY
MICHELIN NORTH AMERICA (CANADA)
INC

TOWN OF BRIDGEWATER

Witness

DAVID MITCHELL, Mayor

Witness

TAMMY CROWDER, CAO

AFFIDAVIT (CORPORATE)

I, Jim Ley, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of **Michelin North America (Canada) Inc**, 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 Michelin North America (Canada) Inc and thereby bind Michelin North America (Canada) Inc.

SWORN TO at)	
in the County of)	
Province of Nova Scotia,)	Michelin North America (Canada) Inc
this day of)	
A.D., 2022, BEFORE ME:)	
)	
)	
)	
_____)	_____
A BARRISTER OF THE SUPREME)	Per:
COURT OF NOVA SCOTIA)	
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

GRANTOR'S AFFIDAVIT (CORPORATE)

I, Tammy Crowder, of Bridgewater, Lunenburg County, Nova Scotia, make oath and say that:

1. I am the Chief Administrative Officer and Acting Clerk, of the Town of Bridgewater, the "Municipality" and/or 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 Town of Bridgewater executed the foregoing instrument by its proper officials 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, as am. or s. 79(1)(a) of the Land Registration Act, S.N.S. 2001, c.6, as am., 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 to occupy a dwelling owned by the Corporation.

5. That the lands and/or dwelling contained in the within Indenture have not been occupied by the Mayor and/or any Councillor and/or employee of the Municipality.

SWORN TO at Bridgewater,)
in the County of Lunenburg,)
Province of Nova Scotia,)
this day of)
A.D., 2022, BEFORE ME:)
)
)
)
A BARRISTER OF THE SUPREME)
COURT OF NOVA SCOTIA)
)

Tammy Crowder

AFFIDAVITS OF EXECUTION

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

ON THIS _____ day of _____ A.D., 2022, 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., 2022, 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 **MICHELIN NORTH AMERICA (CANADA) INC**, 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

PID 60023454

Place Name: 233 Logan Road, Bridgewater

County: Lunenburg

Registration County: Lunenburg

Location: Bridgewater

Designation of Parcel on Plan: Lot IP-1

Title of Plan: Plan of Survey Showing Property of James W. Aulenback and Estate of Howard

Aulenback, in the Town of Bridgewater, N.S., Under Conveyance to the Town of Bridgewater

Registration Date of Plan: January 1, 1981

Registration Reference of Plan: Plan Number P3831

Subject to an Easement Agreement between The Town of Bridgewater and The Nova Scotia

Power Commission for the purpose of conveying electricity between the existing Milton-

Blockhouse transmission line and the substation at the Michelin plant, said Easement

Agreement being recorded at the Lunenburg county Registry of Deeds on March 19, 1971 in Book 143 at Page 215 as document number 57;

Saving and Excepting from Lot IP-1, Lot IP-1b as conveyed to The Town of Bridgewater by Deed recorded October 20, 1971 in Book 150 at Page 275;

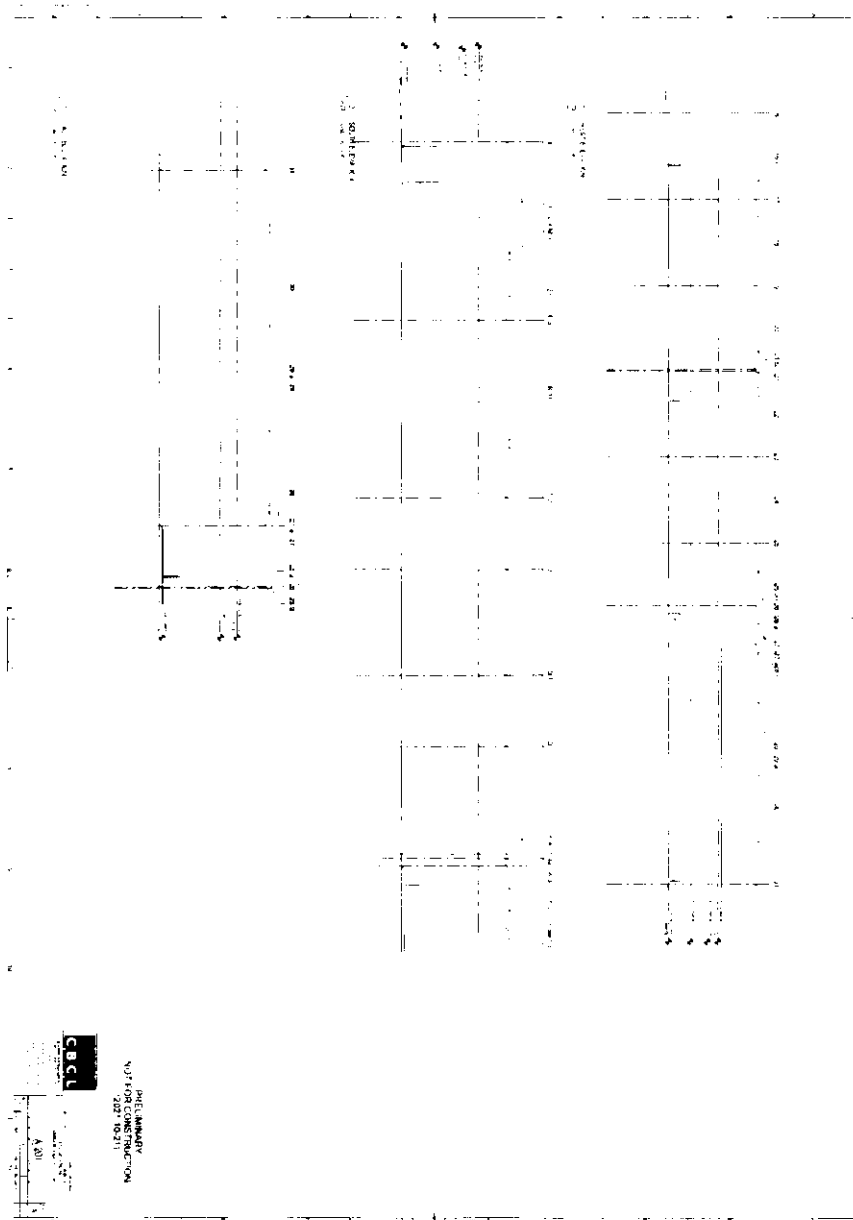
Also Saving and Excepting from Lot IP-1, Lot IP-2 as conveyed to The Bridgewater

Development Commission by Deed recorded July 31, 1986 in Book 385 at Page 914;

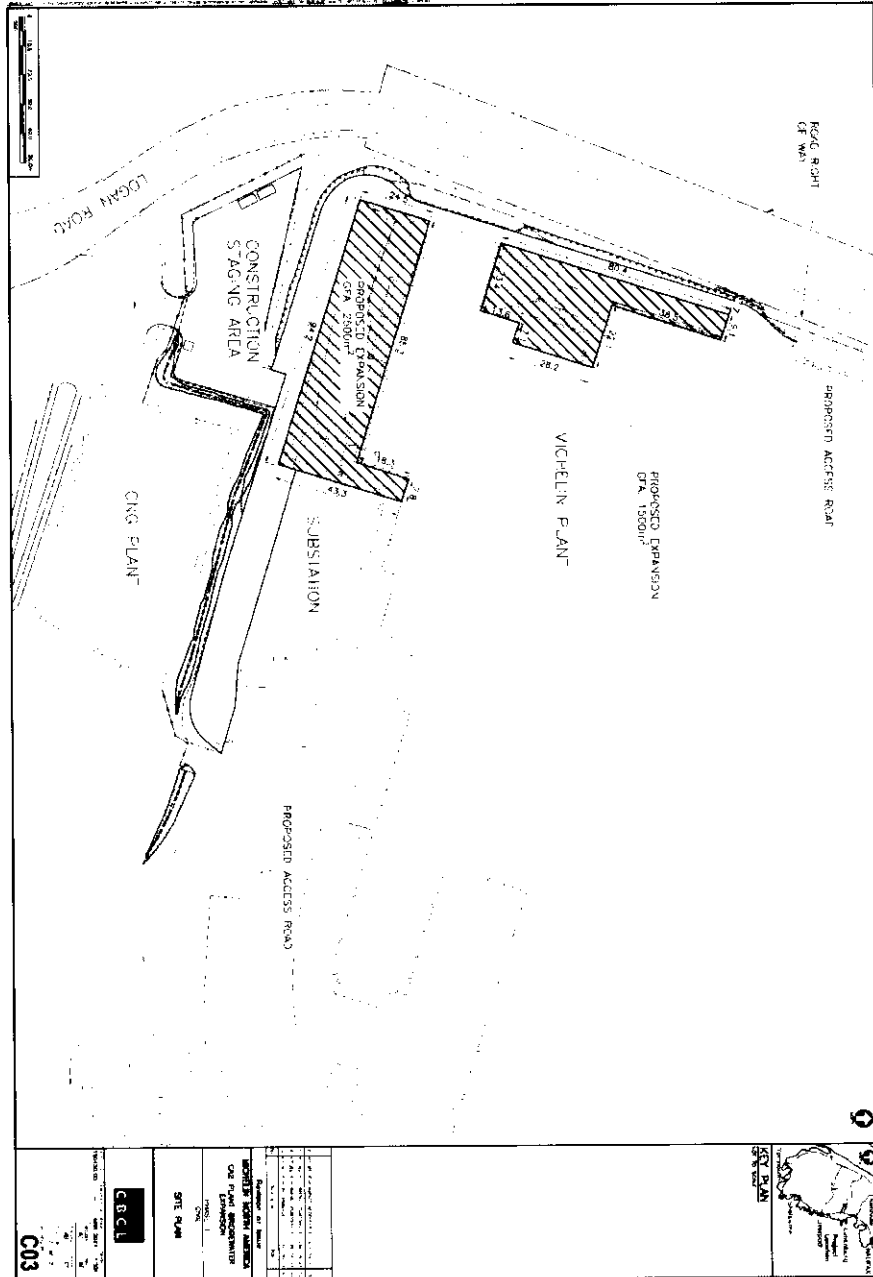
Also Saving and Excepting from Lot IP-1, Lot M-1 as conveyed to Kevin and Janet Wagner by Deed recorded July 31, 1986 in Book 385 at Page 921.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act at the Land Registration Office for the Registration District of Lunenburg County as Plan Number P3831.

Schedule B



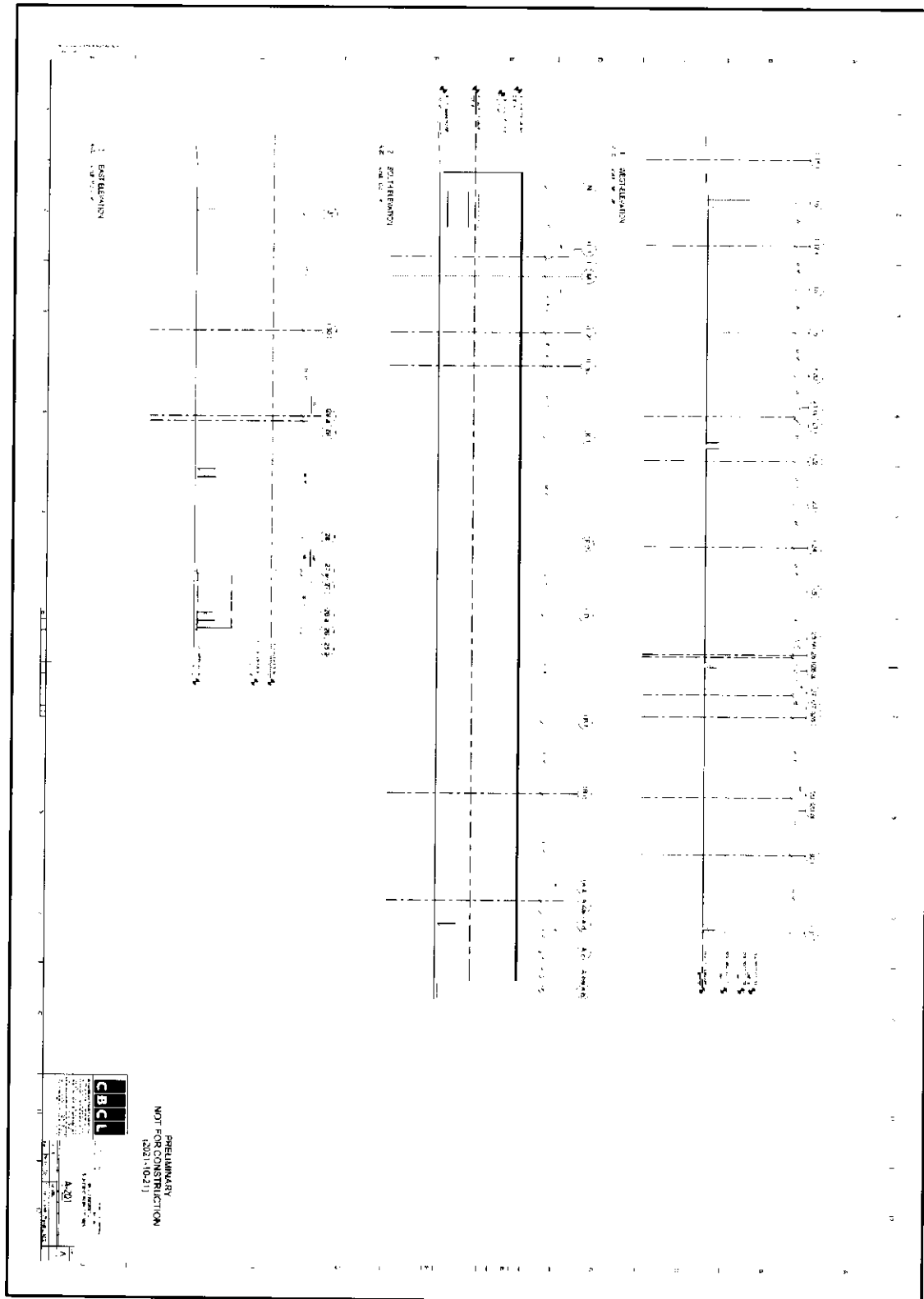
Schedule C



	SCALE PLAN 1" = 100'
	PROJECT NO. 155011 SHEET NO. 155011-1
DATE: 10/15/11 DRAWN BY: [Name] CHECKED BY: [Name]	CRCL
PROJECT: VICHELEIN PLANT SHEET: VICHELEIN PLANT TITLE: PROPOSED EXPANSION OF K. 155011	C03

Appendix B

BUILDING ELEVATION



Appendix C

MPS SECTION 17 POLICY REVIEW OF APPLICATION

In accordance with Section 17 of the Municipal Planning Strategy, Town Council shall consider MPS Policies IM-1, IM-2, IM-3, IM-4 and IM-6 prior to making a decision on requested MPS and LUB amendments. 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 development is compatible with the adjacent land uses. Nearby existing land uses include self-storage, production, as well as low density residential abutting St. Phillip Street.</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 proposed development is compatible with adjacent properties. The proposed development is two separate additions to the existing structure that will match the existing building height (8.8 metres) and will be approximately 7.7 metres from the property line at their closest point. The architectural style will compliment the existing structure.</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 lighting, signage, outdoor display and storage, and noise would all be regulated in accordance with the LUB outside of the development agreement process. There is no impact expected with regards to traffic.</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>Abutting zone requirements in the Land Use By-law will require that adequate screening and buffering are maintained between the property and adjacent properties. No land use conflicts are expected.</p>

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

The property is currently serviced from North Park Street.

Sanitary

There is a 250mm diameter sewer main on North Park Street in the vicinity of the 250mm diameter sewer lateral connection.

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 areas 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." 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). The Wastewater Betterment charges will be applicable and used to offset the increase in wastewater generated by the proposed development.

It will be necessary to separate all stormwater from sanitary.

The recent 2020 Business Park Infrastructure Study and the 2021 Master Plan Study identified limitations with sewer capacity downstream of this development that will require infrastructure upgrades as development occurs. It is proposed that the expansion will increase sewer flows by 7% (9,755 l/day). It is recommended that a downstream analysis be completed by the developer to determine if these upgrades will be needed now as a result of the proposed expansion.

* Update: The developer will provide a downstream wastewater analysis prior to permit issuance. The developer is also aware that a wastewater betterment charge is applicable to the development.

Water

The existing watermain varies in size between 250mm – 350mm in the vicinity of the existing double 250mm lateral connections. Static water pressure in the area is approximately 47 psi with a theoretical flow of 1700 usgpm at 20 psi. The existing development has a private fire protection system with planned upgrades. The developer will need to ensure adequate fire protection will be provided. It is proposed that the expansion will require a 10% increase (170,784 l/day). Upgrades to the water system in the business park has started and will improve both domestic and fire flows. It is recommended that the developer confirm there is adequate flow as upgrades will likely not be completed for at least two years.

*Update: The applicant has confirmed that there is an existing onsite water reserve for fire protection that can accommodate

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 10% increase. The adequacy of the fire protection system has been discussed with the Town Engineer.</p> <p><u>Storm</u></p> <p>The existing storm main ranges in size from 300mm – 450mm in diameter along North Park Street. The existing site uses both the North Park Street system as well as an onsite system that discharges to an unnamed watercourse/ditch on Wentzell Drive and North Park Street which discharges to the LaHave River. It is proposed to utilize and expand the existing systems and control offsite discharge ensuring that post development flows will not exceed pre development flows. A Stormwater Management plan is required.</p>
<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>	The proposed development intends to utilize existing in street municipal infrastructure. Any improvements, as a result of the proposed development will be the responsibility of the developer unless Council decides otherwise.
<i>g) The adequacy of the road network in, and adjacent to, or leading to the development, regarding connectivity, congestion and traffic hazards; and</i>	Map 4 of the MPS classifies Logan Road, Wentzell Drive, York Street and St. Phillips Street as collector roads intended for higher volumes and larger vehicles. North Park Street is classified as a local street. The 2020 Business Park Infrastructure Study recommended traffic improvements to better serve the business park, these improvements were recently completed. NSPW began construction of a new overpass that will also benefit traffic movements throughout the existing and future Business Park.
<i>h) The adequacy of site access as determined by the Traffic Authority; and</i>	The proposed development intends to utilize existing access points, no changes are being proposed.
<i>i) The ability of emergency services to respond to an emergency at the location of the proposed development; and</i>	It is not anticipated that the proposed development will affect the ability of emergency services to respond to an emergency at this location. The emergency access road around the perimeter of the building will still exist.
<i>j) The adequacy of active transportation infrastructure to support walking and cycling to and from the proposed development; and</i>	Logan Road has gravel shoulders on both sides of the road, Wentzell Drive has a combination of gravel shoulders and partial sidewalks, both North Park Street and St. Phillips Street have sidewalks on one side. North Park Street has marked shared lanes between York Street and Wentzell Drive. There is a trail located along the east of the subject property connecting Logan Road and North Park Street.
<i>k) The provision of off-street vehicle and bicycle parking to prevent significant congestion, nuisance and inconvenience in the area; and</i>	Off-street vehicular and bicycle parking are not required by the development agreement. The subject property already contains sufficient parking to accommodate the additional employees.

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><i>l) Consideration of any previous uses of the site which may have caused soil or groundwater contamination; and</i></p>	<p>The subject property is an industrial use with onsite treatment for process water. The unnamed watercourse/ditch to the east of the subject property running to Wentzell Drive is utilized by the storm retention facility (parking lot runoff). According to a report dated August 2018, sediment from the ditch contained Total Petroleum Hydrocarbons (lube/heavy oil) exceeding recommended guidelines. The report further concluded that chloride and pH also exceeded applicable guidelines. It further stated that the source was unknown but recognized that surface water run-off comes from the Michelin parking lot. The report concluded that it is unlikely to impact human health or the LaHave River.</p>
<p><i>m) Suitability of the site in terms of slope and flood and erosion risk in accordance with Map 6 – Environmental Constraints; and</i></p>	<p>MPS Map 6 – Environmental Constraints identifies small portions of the subject property that have both slopes 20-30% as well as >30%. However, the steep slopes identified are not in the area of the subject development.</p>
<p><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></p>	<p>The Town received an Impact Assessment for the proposed development that included information for Stormwater Management, Wastewater, Water, Pyrite Slate; a Pyrite Slate – Removal and Disposal Plan will be developed. The report did not specifically consider any impacts on air and water pollution, soil contamination or sedimentation plan. Staff will provide comments to the developer related to the submitted Impact Assessment report.</p> <p>*Update: Staff have provided comments to the developer.</p>
<p><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></p>	<p>Sustainable design principles are not specifically being used.</p>
<p><i>p) The financial ability of the Town to absorb any costs relating to the proposal; and</i></p>	<p>Capital Costs associated with any infrastructure changes needed to accommodate the proposed development has been the developer’s responsibility unless Council approves differently. Council will need to set adequate tax rates and other associated rates such as wastewater fees needed to cover operating costs.</p>

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:

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.

The proposed development conforms with the intent of the MPS and the requirements of the LUB were used as guidelines when writing the development agreement; anything not addressed in the development agreement would have to follow the LUB.