




Document # 23-125B	
Approved 	
Date 14 Apr 25	
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Discussion Session	
Agenda	14 Apr 25
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Other	

## REQUEST FOR DECISION

<b>SUBMITTED BY:</b>	Jessica McDonald, Director of Community Development
<b>PREPARED BY:</b>	Mackenzie Childs, Planner II
<b>DATE:</b>	April 14, 2025
<b>SUBJECT:</b>	440 King Street + C1 Zone MPS and LUB amendments – Public Hearing and Second Reading

### ORIGIN

An application was received on April 28, 2023 by Peter and Jane Berrigan (“the applicant”) to construct a two-storey building containing a bar, a restaurant and a single-unit dwelling on the lands located at 440 King Street, PID 60042207 (“the subject property”). The Planning Analysis Report went to Council on March 10, 2025 (Doc #23-125A).

### RECOMMENDATION

Staff recommend that Town Council for the Town of Bridgewater give second and final reading of the proposed amendments to the Municipal Planning Strategy and Land Use Bylaw, as shown in Appendix A.

Staff recommend that Town Council for the Town of Bridgewater give second and final consideration to the proposed development agreement regarding the property located at 440 King Street, conditional upon the approval of the proposed amendments to the MPS and LUB contained in Appendix A of this document and Appendix A of Doc # 24-159D, and enter into the development agreement in a manner similar to the draft development agreement dated April 14, 2025, as shown in Appendix B. And further, that the Mayor and Chief Administrative Officer are hereby authorized to execute the agreement and any other required instruments only within the timeframe described in the development agreement, following the effective date of the MPS and LUB amendments required. Should the document not be signed within the timeframe described in the development agreement, Council shall consider any request to sign the development agreement as a new application and follow the entire process required by the Municipal Government Act.

### BACKGROUND

The Planning Analysis Report was received at the March 10, 2025 regular meeting of Council at which time Council for the Town of Bridgewater gave First Reading to the Municipal Planning Strategy and Land Use By-law amendments and the draft development agreement and set a date for the Public Hearing on April 14, 2025. Notice of the Public Hearing was published on the Town’s website for two consecutive weeks, March 26 and April 2, and in the local newspaper,

the South Shore Breaker on April 2, as required under Section 206 of the Municipal Government Act which states:

- (1) Prior to holding a public hearing required under this Part, the clerk shall provide notice of the public hearing at least fourteen days before the date of the public hearing by either
  - a. placing the notice in a newspaper circulating in the municipality, inserted at least once a week, for two successive weeks; or
  - b. posting the notice on the municipality's website.
- (2) A notice of a public hearing posted under clause (1)(b) must include the date the notice is posted and remain posted until the public hearing has been completed.

As per Section 208 of the *Municipal Government Act*, concurrent amendments both the MPS and LUB are subject to review by the Provincial Director of Planning to determine if the planning documents: appear to affect a provincial interest; may not be reasonably consistent with an applicable statement of provincial interest; appear to conflict with the law; or, may conflict with the provincial subdivision regulations. These amendments have been reviewed by the Town's solicitor and are deemed not to conflict with the law or any applicable regulations.

In addition to the Town's policies within the planning documents, consideration of the proposed amendments must be given to their consistency with the provincial requirements of the Statements of Provincial Interest, Schedule B of the Municipal Government Act (MGA) related to drinking water, agricultural land, housing, infrastructure and flood risk. Staff have reviewed these policies in conjunction with the proposed text amendments and is confident that they meet the test of consistency with the Statements of Provincial Interest.

All statutory requirements pursuant to the Municipal Government Act have been met.

Apr 28, 2023	Application received by the Community Development Department
Sept 11, 2023	Initiation Report to Council.
Oct 19, 2023	Notification to property owners within 30m (100ft) of subject property re: PPM
Oct 25, 2023	Notification in the newspaper of proposed amendments/DA and public meeting date/time
Oct 31, 2023	Public participation meeting (PPM)
N/A	Notify adjacent municipality prior to first consideration (if applicable – see Policy IM-8)
Mar 10, 2025	Planning analysis and PPM report submitted to Council. Council gives first consideration to the amendments/development agreement and schedules a public hearing
Mar 26, 2025	First public notice re: public hearing appears in the South Shore Breaker
Apr 2, 2025	Second public notice re: public hearing appears in the South Shore Breaker
Apr 14, 2025	Public hearing and final consideration of proposed amendments/development agreement

## DISCUSSION

The Planning Analysis report (Document #23-125A) provides discussion regarding the development agreement/amendments.

The development agreement for 440 King Street is written to meet updated policies regarding flood risk, located in Section 7 of the MPS, as outlined in Document # Doc # 24-159C. The policy amendments went to Council for second consideration on April 14, 2025. The development agreement cannot be executed until the flood risk amendments have been reviewed by the Province and notice is published on the Town's website or in the newspaper. The policy analysis for the updated policies can be found in Appendix C.

## **IMPLICATIONS**

### **Financial/Budget**

There are no anticipated financial/budget implications.

### **Legal**

Concurrent amendments to the MPS and LUB are not subject to appeal. The proposed amendments have been reviewed by the Town Solicitor.

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.

There is a 14-day appeal period to the Utility and Review Board, commencing with the date of publication in the South Shore Breaker a notice of Council's intention to enter into this development agreement.

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

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

Municipal Planning Strategy

Land Use By-law

### **Accessibility/EDI**

The proposed development would be constructed as per the accessibility requirements in the Building Code.

## **OPTIONS**

- 1) Town Council gives Second Reading to the proposed MPS and LUB amendments and the Development Agreement.
- 2) Deny the request for amendments and development agreement.
- 3) Defer the request back to staff for further analysis.

## **COMMUNICATONS**

A Public Participation Meeting was held on October 31, 2023 as per the requirement of Section 205 (4) of the Municipal Government Act. Comments could be submitted to the Community Development Department separate from the meeting and one (1) was received in favour of the application. It can be found in Appendix D.

Staff was not required to notify MODL of the application, as per Policy IM-8 of the MPS.

A Public Hearing is required by the Municipal Government Act, Section 230 (2), after Council gives first consideration to the amendments and development agreement.

If Council decides to enter into the proposed amendments and development agreement, notice of such a decision must be published in the newspaper setting out the right to appeal.

## **APPENDIX**

Appendix A – Draft Amendments

Appendix B – Draft Development Agreement

Appendix C – Policy analysis for updated LaHave River Development policies

Appendix D – Email correspondence

## Appendix A

# Proposed Amendments to the Municipal Planning Strategy (2014)

**NOTE: The proposed amendments are shown below. Underlined text is to be added. Strikethrough text is to be removed.**

**It is recommended that the Town of Bridgewater's Municipal Planning Strategy be amended as follows.**

### **Policy C-14:**

It shall be a policy of Council to permit the following developments as-of-right in the Historic Downtown Commercial (C1) Zone, up to a maximum of 185m<sup>2</sup> (1,991ft<sup>2</sup>) in gross floor area:

- a) Commercial developments or additions to established commercial developments, as outlined in the Land Use By-law;
- b) Institutional developments or additions to established institutional developments, as outlined in the Land Use By-law; ~~and~~
- c) Multi-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes; ~~and~~
- d) Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes.

### **Policy C-16:**

It shall be a policy of Council to permit the following developments by site plan approval in the Historic Downtown Commercial (C1) Zone, between 186m<sup>2</sup> (2,002ft<sup>2</sup>) and 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area:

- a) Commercial developments or additions to established commercial developments, in accordance with the criteria outlined in the Land Use By-law;
- b) Institutional developments or additions to established institutional developments, in accordance with the criteria outlined in the Land Use By-law; ~~and~~
- c) Multi-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with the criteria outlined in the Land Use By-law; ~~and~~
- d) Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with the criteria outlined in the Land Use By-law.

**Policy C-17:**

It shall be a policy of Council to consider the following developments by development agreement in the Historic Downtown Commercial (C1) Zone:

a) Commercial developments or additions to established commercial developments, in excess of 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, in accordance with Policy CDA-1;

b) Institutional developments or additions to established institutional developments, in excess of 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, in accordance with Policy CDA-1;

c) Multi-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with the criteria outlined in the Land Use By-law, in accordance with Policy CDA-8;

d) Multi-unit residential development exceeding three units, on all streets excluding King Street, in accordance with Policy CDA-6;

da) Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in excess of 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, in accordance with the criteria outlined in the Land Use By-law, in accordance with Policy CDA-10;

e) Lounges and beverage rooms, additions to or extensions of established lounges, and beverage rooms and outdoor facilities associated with these developments in accordance with Policy CDA-2.

**Policy CDA-10:**

It shall be the policy of Council to ensure that the following criteria are met when Council is considering proposals for single unit and two unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes in the Historic Downtown Commercial (C1) Zone:

- a) New developments shall be no less than two storeys in height;
- b) All development shall give strong consideration to the urban design requirements and architectural control requirements outlined in the Land Use By-law; and
- c) The development is in accordance with Policy IM-6.

**PUBLIC PARTICIPATION MEETING conducted on:**

November 1, 2023

**FIRST READING conducted on:**

February 24, 2025

**PUBLIC HEARING conducted on:**

April 14, 2025

**SECOND & FINAL READING conducted on:**

April 14, 2025

# Proposed Amendments to the Land Use Bylaw (2014)

**NOTE: The proposed amendments are shown below. Underlined text is to be added. Strikethrough text is to be removed.**

**It is recommended that the Town of Bridgewater's Land Use Bylaw be amended as follows.**

## **5.2.1 Permitted Developments**

The following developments, up to a maximum of 185m<sup>2</sup> (1,991ft<sup>2</sup>) in gross floor area, shall be permitted as-of-right in the Historic Downtown Commercial (C1) Zone subject to the requirements of this By-law:

- Bakeries
- Convenience Stores
- Courthouses
- Cultural Facilities
- Daycares & Nursery Schools
- Dressmaking & Tailoring
- Educational Uses
- Financial Institutions
- Gyms & Fitness Centres
- Hostels
- Hotels
- Household Repair Services
- Institutional Uses
- Libraries
- Marinas
- Motels
- Multi-Unit Residential Development, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes
- Offices
- Outdoor Markets
- Outdoor Theatres
- Parks
- Parking Lots, excluding King Street

- Parking Structures, excluding the east side of King Street, to a maximum building height of 10m (33ft), where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes
- Places of Assembly
- Places of Entertainment
- Personal Service Shops
- Postal Services
- Restaurants, excluding drive-in, drive-through, and take-out establishments
- Retail Sales
- Single or Two Unit Dwellings, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes
- Two or Three Unit Dwellings, on all streets excluding King Street
- Wineries and Micro-Breweries

### 5.2.3 Developments by Site Plan

The following developments, between 186m<sup>2</sup> (2,002ft<sup>2</sup>) and 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, shall be permitted by site plan approval in the Historic Downtown Commercial (C1) Zone subject to the requirements of this By-law, including the site plan criteria outlined in Section 5.1.4:

- a. New developments listed in Section 5.2.1, except for two and three unit dwellings on all streets excluding King Street

### 5.2.4 Developments by Development Agreement

The following developments shall be permitted by Development Agreement in the Historic Downtown Commercial (C1) Zone subject to the requirements of this By-law, in addition to the development agreement policies outlined in the Municipal Planning Strategy:

- a. New developments listed in Section 5.2.1, excluding multi-unit residential development and two or three unit dwellings on all streets excluding King Street, exceeding 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, in accordance with MPS Policy CDA-1;
- b. New multi-unit residential development exceeding 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with MPS Policy CDA-8;
- c. New multi-unit residential development exceeding three units fronting on all streets, excluding King Street, in accordance with MPS Policy CDA-6; ~~and~~
- d. New beverage rooms and lounges, or additions to existing ones and outdoor facilities associated with these developments, in accordance with MPS Policy CDA-2; ~~and~~
- e. New single or two unit dwellings, exceeding 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with MPS Policy CDA-10.



**PUBLIC PARTICIPATION MEETING conducted on:**

November 1, 2023

**FIRST READING conducted on:**

February 24, 2025

**PUBLIC HEARING conducted on:**

April 14, 2025

**SECOND & FINAL READING conducted on:**

April 14, 2025

**Title:** Amendments to the Municipal Planning Strategy and Land Use By-law By-law (2014)

**Legislative authority:** Municipal Government Act, Section 205

**Be it enacted** by the Council of the Town of Bridgewater, under the authority of Section 205 of the Municipal Government Act, as follows:

This By-law is titled Municipal Planning Strategy and Land Use By-law By-law (2024)

**Purpose**

The purpose of these amendments is to permit single- and two-unit residential dwellings in the C1 Zone, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes.

**Part 1: Amendments to the Municipal Planning Strategy (2014)**

**Policy C-14** is amended by:

Striking out “and” from subsection b immediately after “Land Use By-law;”.

Striking out “.” from subsection c immediately after “for commercial purposes” and replacing it with “;and”

Adding subsection d “Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes.”

**Policy C-16** is amended by:

Striking out “and” from subsection b immediately after “Land Use By-law;”.

Striking out “.” from subsection c immediately after “Land Use By-law;” and replacing it with “and”

Adding subsection d “Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with the criteria outlined in the Land Use By-law.”

**Policy C-17** is amended by:

Adding subsection da “Single-unit and two-unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in excess of 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, in accordance with the criteria outlined in the Land Use By-law, in accordance with Policy CDA-10;”

**Section 6: Commercial Development** is amended by:

Adding “Policy CDA-10: It shall be the policy of Council to ensure that the following criteria are met when Council is considering proposals for single unit and two unit residential development where the ground floor building frontage is occupied by a commercial use and more than 50%

of the ground floor area is used for commercial purposes in the Historic Downtown Commercial (C1) Zone:

- a) New developments shall be no less than two storeys in height;
- b) All development shall give strong consideration to the urban design requirements and architectural control requirements outlined in the Land Use By-law; and
- c) The development is in accordance with Policy IM-6.” immediately after Policy CDA-9.”

## **Part 2: Amendments to the Land Use Bylaw (2014)**

**Section 5.2.1** is amended by adding “Single or Two Unit Dwellings, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes” immediately after “retail sales”.

**Section 5.2.3** is amended by adding “on all streets excluding King Street” immediately after “two and three unit dwellings”.

**Section 5.2.4** is amended by:

Adding “and two or three unit dwellings on all streets excluding King Street,” immediately after “residential development” in subsection a.

Striking out “and” immediately after “MPS Policy CDA-6;” in subsection c.

Striking out “.” and replacing with “;and” in subsection d.

Adding subsection e “New single or two unit dwellings, exceeding 465m<sup>2</sup> (5,005ft<sup>2</sup>) in gross floor area, where the ground floor building frontage is occupied by a commercial use and more than 50% of the ground floor area is used for commercial purposes, in accordance with MPS Policy CDA-10.”.

**DEVELOPMENT AGREEMENT  
440 KING STREET,  
BRIDGEWATER, NS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

BETWEEN:                   **3319112 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 the property at 440 King Street - PID 60042207 (“the Property”), further described in Schedule A, for a mixed-use building containing residential and commercial development and

WHEREAS the Property is situated within an area designated ‘Downtown Commercial’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Historic Downtown Commercial (C1)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policies C-17 (e) and LR-2 of the Municipal Planning Strategy (December 2014) and Parts 5.2.4 (d) and 5.2.6 (e) 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 the Property is situated within the LaHave River Development Agreement Area (LRDAA) on the Zoning Map of the Land Use By-law (December 2014); 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) One (1) residential unit;
- (b) A beverage room and lounge, including an outdoor commercial deck;

- (c) Commercial uses, including the requirement for commercial to be located within the ground floor building frontage and composing more than 50% of the ground floor area.
- (d) 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 massing and exterior design of the building shall be in substantive accordance with the elevation drawings as shown in Schedule B.
- (b) The material of the cladding shall be in reasonable accordance with the list of exterior materials listed on the elevation drawings in Schedule B, unless otherwise required by the National Building Code, in which case replacement materials shall be approved by the Development Officer.
- (c) The placement and orientation of windows and doors shall be in reasonable accordance with the elevation drawings as shown in Schedule B.

### **4. AMENITY SPACE PUBLIC SPACE AND PARKING**

- (a) The property shall contain amenity space equal to or greater than an area representing 640 square feet. It shall include but not be limited to a private deck for the residential unit, a commercial deck on the lower level, and a commercial deck on the upper level, constructed in reasonable accordance with the site plan, as shown in Schedule C.
- (b) The property shall contain a dock abutting the LaHave River that is a minimum of 540 square feet and publicly accessible from King Street.
- (c) If the Town constructs a floating dock or walkway at Pijinuiskaq Park, with the intention of connecting to the dock referenced in subsection 4(b), the Property Owner shall connect the docks, in reasonable accordance with the site plan as shown in Schedule C. The Property Owner shall work with the Town to connect the docks to provide unobstructed access.
- (d) The minimum parking requirements of the Land Use By-law shall be waived.

### **5. LIGHTING**

- (a) The lighting on the property shall be sufficient to promote the safety and security of all users.
- (b) Any exterior lighting shall be located and positioned so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.
- (c) A detailed lighting plan shall be submitted to the satisfaction of the Development Officer, prior to the issuance of a development permit.

### **6. MAINTENANCE AND SOLID WASTE**

- (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, other landscaping elements, and amenity space 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.
- (c) Any outdoor facilities for the storage of solid waste shall provide visual separation from adjacent residential development and public areas and not be located on the front or flankage yard of a property.

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

- (a) The Property Owner shall prepare a detailed submission, including a Downstream Wastewater Capacity Assessment, for the approval of services to the satisfaction of the Town Engineer prior to the issuance of a development permit.
- (b) The Development Permit shall be approved within 6 months of a satisfactory Downstream Wastewater Capacity Assessment, as determined by the Town Engineer.
- (c) If the Downstream Wastewater Capacity Assessment is not deemed satisfactory, the Property Owner shall complete wastewater offsetting by removing stormwater infiltration at a 2:1 ratio. This shall be done by completing infrastructure improvements, as approved by the Town Engineer, within the wastewater conveyance system upstream of the constraint identified through the Assessment.
- (d) The Property Owner shall ensure that the Property will have adequate fire protection to the satisfaction of the Town Engineer, prior to the issuance of a development permit.

## **8. STORMWATER MANAGEMENT**

- (a) The Property Owner shall submit a detailed stormwater management report 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 the pre-development stormwater peak runoff flows for small and large storms, to the satisfaction of the Town Engineer.

## **9. FLOOD MITIGATION**

- (a) The Property Owner shall submit a flood report to the satisfaction of the Town Engineer, prior to the issuance of a development permit. The flood report shall demonstrate that the finished lower floor elevation, which includes the residential unit, is above the Safe Building Elevation of 3.65m.

## **10. CHANGES AND ALTERATIONS**

- (a) All matters in this agreement not specified in Subsection 10(b) below are non-substantive matters which may be changed or altered without a public hearing, and may be approved by the Development Officer, provided that Development Officer 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
  - (ii) Building Characteristics as outlined in Section 3(a).
- (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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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.

### **19. 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*.

## **20. TERMINATION OF AGREEMENT**

- (a) This Agreement shall be in effect until discharged by resolution 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
- (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 60042207, as described in Schedule A, having received the deed from Janet Matie Malone dated November 2, 2020. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

_____ Witness	_____ <b>3319112 NOVA SCOTIA LIMITED</b>
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**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

\_\_\_\_\_  
**3319112 NOVA SCOTIA LIMITED**

**TOWN OF BRIDGEWATER**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
AMANDA SHUPE, Municipal Clerk

**AFFIDAVIT (CORPORATE)**

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

- 1. I am the \_\_\_\_\_ of 3319112 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 3319112 NOVA SCOTIA LIMITED and thereby bind 3319112 NOVA SCOTIA LIMITED.

SWORN TO at	,	)	
in the County of	,	)	
Province of Nova Scotia,		)	<b>3319112 NOVA SCOTIA LIMITED</b>
this     day of	,	)	
A.D., 2025, BEFORE ME:		)	
		)	
		)	
		)	
_____		)	_____
A BARRISTER OF THE SUPREME		)	Per:
COURT OF NOVA SCOTIA		)	
		)	

GRANTOR'S AFFIDAVIT (MUNICIPAL BODY CORPORATE)

I, **AMANDA SHUPE**, of Charleston, Queens County, Nova Scotia, make oath and say that:

- 1. I am the Town 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	)	
_____ 2025, before me:	)	
	)	
	)	
_____	)	_____
J.C. Reddy	)	<b>AMANDA SHUPE</b>
A Barrister of the Supreme Court of	)	
Nova Scotia	)	
	)	

**AFFIDAVITS OF EXECUTION**

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

ON THIS \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2025, 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., 2025, 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 **3319112 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 and land covered with water situate, lying and being at Bridgewater, in the County of Lunenburg and Province of Nova Scotia which was conveyed to Dawson B. Dauphinee by Deed from Gladys A. Powers dated December 31, 1942 and registered at the Registry of Deeds at Bridgewater, Nova Scotia, in Book 106 at Page 568 under Number 953 and in said Deed bounded and described as follows:

On the northwest by the lot formerly of the heirs of the late David Cook (now owned or occupied by the Town of Bridgewater);

On the southeast by property formerly in the possession of W.J. Gates (now owned or occupied by Rafuse Motors Limited);

On the northeast by the LaHave River;

And on the southwest by King Street (formerly called the Main Street);

Together with the buildings and wharf thereof.

Being the same lands and premises as conveyed by Edna May O'Neil to Bridgewater Laundry and Dry Cleaners Company Limited by Indenture of Deed dated the 10th day of June, 1976 and recorded in the Office of the Registry of Deeds at Bridgewater, Nova Scotia, in Book 223 at Page 573.

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

#### Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: LUNENBURG COUNTY

Registration Year: 1946

Book: 109 Page: 537 Document Number: 872

Schedule B



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2. These Contract Documents are the property of the Architect. The Architect bears no responsibility for the interpretation of these documents by the Contractor. Upon written application, the Architect will provide written clarification or supplementary information regarding the intent of the Contract Documents. The Architect will review Shop Drawings submitted by the Contractor for design conformance only.

3. Drawings are not to be scaled for construction. The Contractor is to verify all existing conditions and dimensions required to perform the work and report any discrepancies with the Contract Documents to the Architect before commencing any work.

4. Positions of exposed finished mechanical or electrical devices, fittings, and fixtures are indicated on architectural drawings. The locations shown on the architectural drawings govern over the Mechanical and Electrical drawings. Those items not clearly located will be located as directed by the Architect.

5. These drawings are not to be used for construction unless noted below as "Issuance: For Construction".

6. All work is to be carried out in conformance with the Code and Bylaws of the authorities having jurisdiction.

7. The Architect of these plans and specifications gives no warranty or representation to any party about the constructability of the building(s) represented by them. All contractors or subcontractors must satisfy themselves when bidding and at all times ensure that they can properly construct the work represented by these plans. © Logan Amos Architecture & Design 2018

#	ISSUANCE	YYYY/MM/DD
1	D.A. DRAFT	2023/03/24
2	D.A. APPLICATION	2023/04/11

Print Date: 2023-04-11

**NOT FOR  
CONSTRUCTION**

**EXTERIOR MATERIALS:**

- ROOF = PAINTED METAL
- FASCIA = PAINTED METAL
- SOFFIT = PAINTED WOOD
- WALLS = PAINTED WOOD
- TRIM = PAINTED WOOD
- DOORS/WINDOWS = VINYL

  
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ARCHITECTURE & DESIGN

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201 York Street  
Bridgewater, NS  
B4V 1R4  
  
(902)-529-1778  
info@LoganAmos.com  
www.LoganAmos.com



**440 KING STREET**

Bridgewater, N.S.

**A200**

**BUILDING ELEVATIONS  
11x17**

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**440 KING STREET**

Bridgewater, N.S.

**A201**

**BUILDING ELEVATIONS  
11x17**



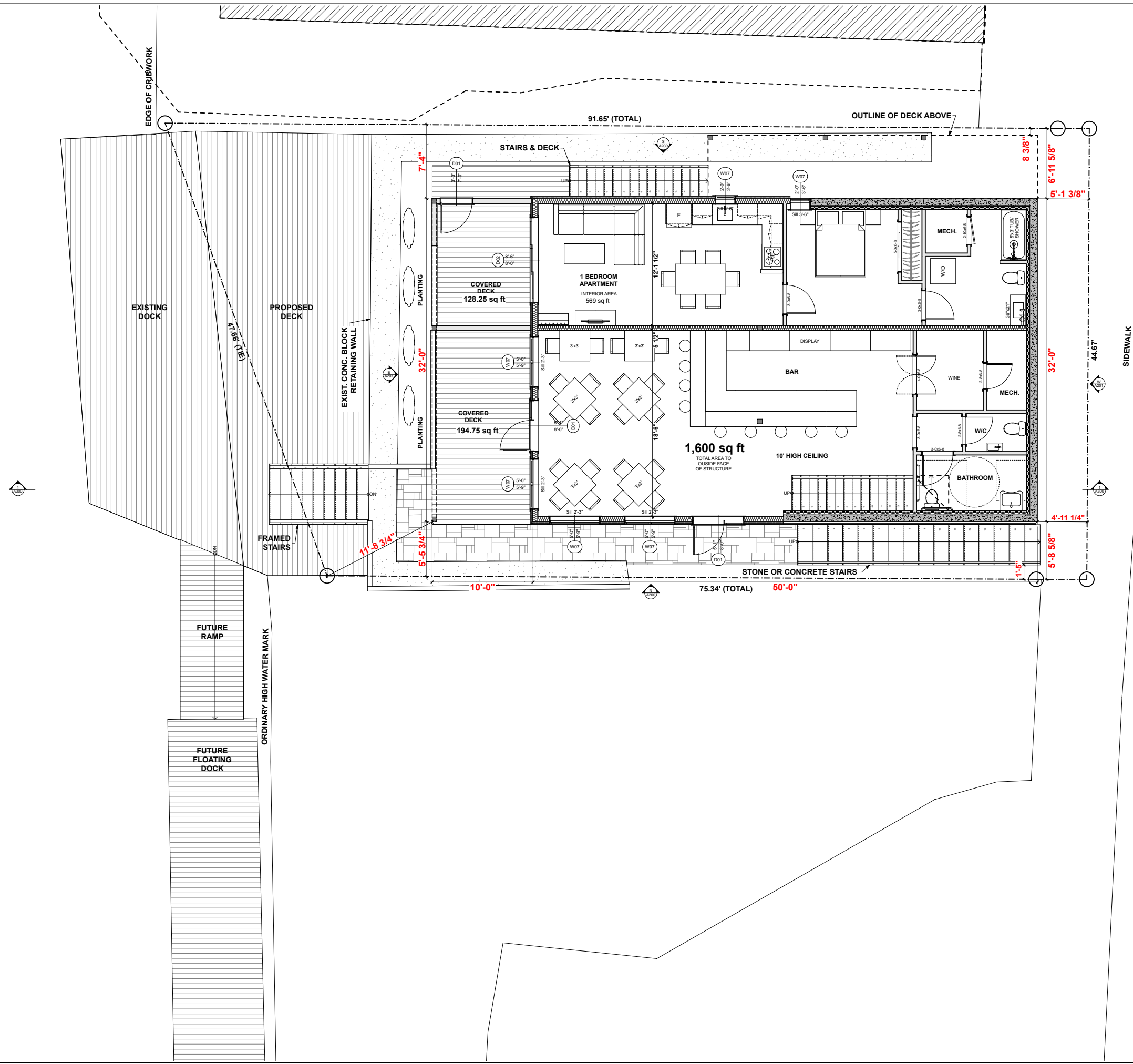
SCALE: 1/8" = 1'-0" EAST ELEVATION



SCALE: 1/8" = 1'-0" WEST ELEVATION



Schedule C



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NOT FOR  
CONSTRUCTION

EXTERIOR MATERIALS:

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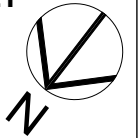
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440 KING STREET

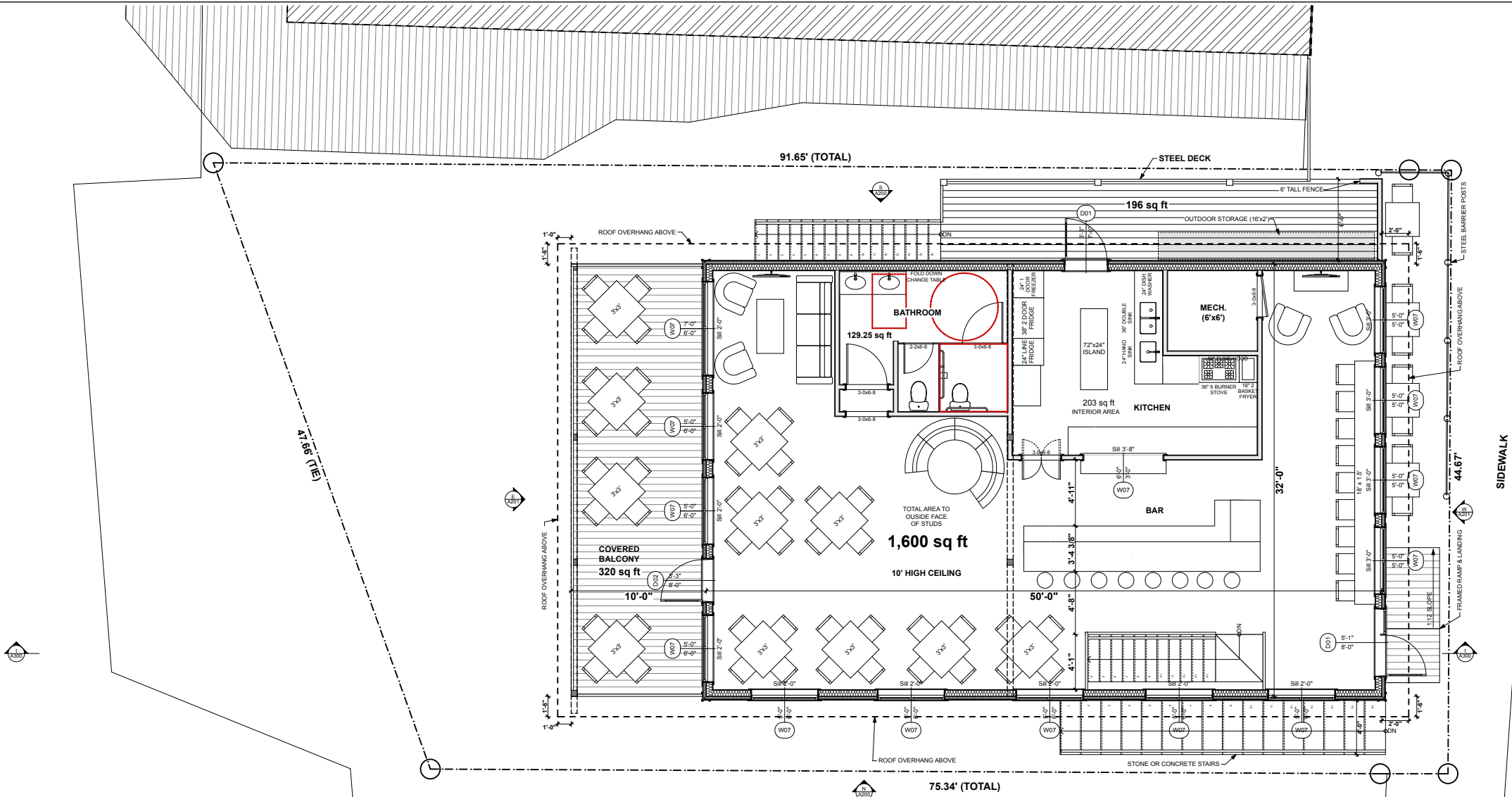
Bridgewater, N.S.



A002

LOWER PLAN 11x17  
(LOWER FLOOR LEVEL SHOWN)

SCALE: 1" = 10'



KING STREET

SIDEWALK

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CONSTRUCTION**

**EXTERIOR MATERIALS:**

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**440 KING STREET**

Bridgewater, N.S.



**A003**

**MAIN PLAN 11x17**  
(LOWER FLOOR LEVEL SHOWN)

SCALE: 1" = 10'

## Appendix C

Policies for LaHave River Development		Staff Comment
LR-2	<i>It shall be the policy of Council to consider only by development agreement, in areas designated as the LaHave River Development Agreement Area on the Zoning Map of the Land Use By-law, proposals for any development other than parks, change of use and associated signage, building additions of less than 50m<sup>2</sup> (538ft<sup>2</sup>) in gross floor area, or accessory buildings and structures of less than 50m<sup>2</sup> (538ft<sup>2</sup>) in gross floor area, in accordance with Policy LRDA-1.</i>	The proposed development is located within the LaHave River Development Area and a development agreement is required.
LR-5	<i>It shall be the policy of Council to protect environmental quality of the LaHave River by prohibiting any land use activity that poses a heightened potential of contaminating the river during a flood event, such as but not limited to, the warehousing or production of hazardous materials, on properties abutting the LaHave River.</i>	The proposed use does not pose a heightened potential of contaminating the river during a flood event.
LR-6	<i>It shall be the policy of Council to ensure that all yards abutting the LaHave River are free of parking areas, loading areas, open storage, and facilities for the storage of solid waste, except those within the Industrial Designation, in accordance with Map 2 – Future Land Use.</i>	There are no parking areas, loading areas, open storage, and facilities for solid waste in the yard abutting the LaHave River.
LR-7	<i>It shall be the policy of Council to require that the landscaping, site planning, building design, and building orientation promote physical and visual access to the river for properties abutting the LaHave River, except those within the Industrial Designation, in accordance with Map 2 – Future Land Use.</i>	The landscaping, site planning, building design and building orientation promote physical and visual access to the river. The inclusion of decks on levels 1, 2 and abutting the river promote strong physical and visual access. There is little landscaping proposed and any that would be added would not interfere with the access provided by the building and decks. Additionally, the proposal to connect the deck with Pijinuiskaq Park further promotes access to the river.
LRDA-1	<i>It shall be a policy of Council to ensure that the following criteria are met</i>	

<b>Policies for LaHave River Development</b>		<b>Staff Comment</b>
	<i>when Council is considering proposals for new development within the LaHave River Development Agreement Area by development agreement:</i>	
	<i>a) The proposal shall be generally consistent with recommendations of the Downtown &amp; Waterfront Master Plan Final Report (2013) and the Open Space Master Plan (2021);</i>	The proposal is generally consistent with the recommendations of the Downtown and Waterfront Master Plan as those recommendations were incorporated into the MPS. The Open Space Master Plan does not apply to this development.
	<i>b) has been removed</i>	N/A
	<i>c) has been removed</i>	N/A
	<i>d) Institutional land uses of a residential nature, such as hospitals, nursing homes, residential care facilities, homes for special care, or group homes or small option homes for 6 or more individuals, and other activities that have prevailing safety considerations along areas of the LaHave River that are susceptible to flooding, are prohibited;</i>	There are no institutional land uses of a residential nature proposed.
	<i>e) Measures shall be taken to maintain or enhance healthy soils, vegetation, and natural drainage patterns to protect and preserve the riverbanks while maintaining floodplain functions which serve a riparian function along the riverbank;</i>	Due to the size of the lot, the proposed building takes up the majority of the lot. A drainage report was completed and the consultant states that the future drainage patterns will follow the existing patterns. The DA includes a clause that requires post-development peak flows to be equal to or lesser than the pre-development peak flows.
	<i>f) The siting of the development shall, to the extent that site conditions warrant, be functionally integrated with abutting properties and developments with regard to: vehicular access to the site, pedestrian movement, parking, servicing, maintenance of buildings and structures, and accessibility for equipment and personnel in the event of an emergency in the area;</i>	There is no vehicular access to the site and no parking. Pedestrian movement would not be affected as the proposed building does not interfere with the existing sidewalk; additionally it increases pedestrian access to the river. The DA includes a clause about future maintenance to the property. Servicing and accessibility for equipment and people in the event of an emergency is completed through the detailed design process with Engineering and Building staff.

<b>Policies for LaHave River Development</b>		<b>Staff Comment</b>
	<i>g) Where the site abuts a Conservation (CON) Zone, buffers and/or screening shall be provided to protect and preserve the conservation area, where possible;</i>	N/A
	<i>h) The landscaping, site planning, building design, and building orientation shall be integrated with and contribute positively to the existing streetscape and riverscape. The orientation of buildings and particular features of buildings such as doors, windows, balconies, and patios shall be toward the river as well as toward public streets;</i>	The landscaping, site planning, building design and building orientation contribute positively to the existing streetscape and riverscape. The inclusion of decks on levels 1, 2 and abutting the river increase access to the river. The design appropriately fits a smaller lot that has a steep slope, and thus creates access from King Street and the river.
	<i>i) Where the development is located in the Historic Downtown Commercial (C1) Zone, the development shall be in accordance with applicable urban design requirements and the King Street Architectural Control Area requirements listed in the Land Use By-law, except where significant geographical constraints make the requirements impracticable;</i>	The development is largely in accordance with the urban design requirements even though there are significant geological constraints. The only variance is the front setback. 0m setbacks are encouraged and a maximum of 1m is permitted, however if the developer used between a 0m – 1m setback it would interfere with the existing sidewalk, as the sidewalk crosses the property boundary, so they have increased the setback to approximately 1.5m. The building is two stories in height and more than 21ft. The building is aligned parallel to the street, the entrances are connected to the sidewalk, windows and doors occupy more than 40% of the buildings ground floor façade and are well aligned and sized. The King Street Architectural Control Area is only approvable to buildings built prior to 1920.
	<i>j) Measures shall be taken in the landscaping, site planning, building design, and building orientation to promote physical and visual access to the river;</i>	The landscaping, site planning, building design and building orientation promote physical and visual access to the river. The inclusion of decks on levels 1, 2 and abutting the river promote strong physical and visual access. There is little landscaping proposed and any that would be added would not interfere with the access provided by the building and decks. Additionally, the proposal to connect the deck with Pijinuiskaq Park further promotes access to the river.
	<i>k) Any excavation or infilling of the river or of land along the banks of the river that is associated with any development, shall not increase the risk</i>	There is no excavation or infilling proposed.

Policies for LaHave River Development		Staff Comment
	<i>of ice jamming or otherwise affect the flow of water in the river to the extent that any flooding problem would be made worse or any new flooding problems created as determined by a qualified person;</i>	
	<i>l) Developments on any filled land and those involving structures affixed to the river bed or the shore, beyond the ordinary high water line, shall have a functional dependence on water, otherwise such developments shall be permitted only where Council is satisfied that the development would significantly increase opportunities for access and enjoyment of the river by residents of the town;</i>	The development is not on filled land or has structures affixed to the river bed or shore.
	<i>m) The proposal shall include a comprehensive landscaping plan that includes lawns, trees, shrubs and other landscaping elements appropriate for functional and aesthetic purposes, and for prevention of erosion;</i>	There is no landscaping proposed for this development.
	<i>n) Where the zone in which the development is located permits specific developments by development agreement, no development shall be permitted that is inconsistent with any policy which provides for such developments;</i>	The policy for the C1 Zone has been met.
	<i>o) The development is in accordance with Policy IM-6.</i>	The development is in accordance with Policy IM-6.
	<i>p) For all new buildings, habitable space, including that of hostels, hotels, and motels, shall be above the Safe Building Elevation;</i>	The residential unit would be above the Safe Building Elevation.
	<i>q) For all new buildings, flood-resistant materials such as concrete, ceramic tile, pressure-treated and marine-treated plywood, pressure-treated lumber, latex or bituminous, bricks, and metals shall be used below</i>	The building would be above the Safe Building Elevation.

Policies for LaHave River Development		Staff Comment
	<i>the Safe Building Elevation; an on-site emergency power supply capable of operating critical building systems shall be provided; and ground levels shall incorporate measures to prevent water intrusion;</i>	
	<i>r) A registered professional engineer or architect shall certify that structural systems have been evaluated for strength and suitability for dry flood-proofing and their ability to handle anticipated flood loads, in the full range of loading conditions, including dead or live loads, wind loads, or rain or ice loads, separately and, as appropriate, in combination; and</i>	A flood report has been completed and further discussion on structural systems would be completed through detailed design.
	<i>s) Unless otherwise protected from flooding to the satisfaction of the Town Engineer, all mechanical and electrical equipment shall be located above the Safe Building Elevation.</i>	The building would be above the Safe Building Elevation.

## Appendix D

**From:** [Royce Winsten](#)  
**To:** [Mackenzie Childs](#); [Nick Brown](#)  
**Subject:** Bylaw change  
**Date:** November 2, 2023 1:18:49 PM

---

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

Hello Mackenzie. It was great to meet you at the meeting last evening. I can't thank you enough for taking the time to review what you had covered before I got there. And, Nick, it was great to see you again and have the chance to chat about policy.

I want to express my ardent support for the proposed change in the bylaw discussed last evening. Allowing a single residential unit to share a building with a commercial use rather than restricting that to buildings with a greater number of residential units would allow more flexibility and afford greater utilization of land and buildings in the zone. And higher land/building utilization benefits everyone concerned – the town, its residents and visitors, as well as the owner.

It is my opinion that for the benefit of the town, its residents and visitors, and property owners, it should enact the change sought by last night's applicants.

Contact me with any questions.

Cheers!

***Royce Winsten***

[Redacted signature block]

[Redacted signature block]