

Town of Berwick Council Meeting

December 12, 2023

Town of Berwick Council Chambers

6:30pm

AGENDA

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Approval of the Minutes**
 - a. November 14, 2023 Council Minutes
 - b. November 28, 2023 Special Council Minutes
- 4. Second Reading**
 - a. Kent Field Estates Development Agreement, 228 Main Street
([Click here](#) for additional information on development)
- 5. Business Arising from Minutes**
 - a. Derelict Vehicle Order Appeal – 109 Marsters Avenue
- 6. New Business**
 - a. RFD022A-2023: Valley Waste 2023-24 Capital Budget Items TBR,
Municipal Partner Guarantee Resolution
 - b. RFD029-2023: BDVFD Water Storage Shed Tender Award
- 7. Correspondence**
 - a. Ian Armstrong Letter
- 8. Mayor's Report**
- 9. In-Camera**
 - a. Contract Negotiation
 - b. Personnel
- 10. Adjournment**

Town of Berwick
Report to Municipal Council
Agenda Item

Subject: Supplementary Report after Public Hearing regarding Kent Field Estates Development Agreement

From: Town Staff

Date: December 12, 2023

On November 6th, 2023, Council held a public hearing regarding a development agreement application by Kent Field Estates to permit a residential development off Main Street in Berwick.

Twenty-three members of the public attended the Public Hearing. The Clerk also received several written submissions regarding the proposed development, which were circulated to Council in advance of the Public Hearing. All the oral and written submissions expressed concern with the proposed development, with several recognizing the significant changes to the site plan to address stormwater management issues.

The following information is provided to Council to respond to the concerns expressed by the public. Also attached to this report is information from the Town engineer for Council's consideration.

Comments from the public	Clarifying information
Concerns regarding ability of infrastructure to handle a larger population. Infrastructure includes sewer, water, roads, sidewalks and other municipal services.	See memo from Town Engineer and information below on traffic.
Location of the proposed development near a floodplain.	The lands adjacent to the Cornwallis River are zoned as Conservation. The purpose of the Conservation zone is to delineate the flood prone areas of the Cornwallis River. The draft Development Agreement (DA) will not permit development in the Conservation zone.
Impacts of the proposed development on overland flooding in the general area and displacement of water.	See memo from T. Bouter.
Storm water management concerns. This included how the stormwater infrastructure will be maintained.	See memo from T. Bouter
Concerns about the design of the stormwater management elements. This includes specific questions regarding the depth of the ditches, if the storm water ponds are self-draining, and the functioning of the wetlands.	See memo from T. Bouter

Comments from the public	Clarifying information
Concerns about traffic resulting from the proposed development.	The Traffic Authority did not require a traffic study. Typically, the provincial department responsible for traffic (Department of Public Works) only requires a study when there are 100 two-way vehicle trips in the peak hour. A 72-unit development would not typically trigger a traffic study.
Concerns about the impact of the development on the adjacent sewage treatment plant and odors from the plant.	Residential usage of the plant is not the driver of odors from the plant, it is more related to industrial uses. The Town is working with its largest industrial user to address the issues. The plant has sufficient capacity to accommodate this residential development.
Concerns about the location of the development next to a fire station	The Town has no concerns. Fire Chief was contacted and did not anticipate any impacts on the fire station.
Concerns that there is no emergency egress.	The Town has no concerns. The Fire Chief was contacted and said that emergency egress was acceptable.
Concerns about the impact on property values	Property assessments are not considered as part of development applications. There is no evidence that property assessment will go down because of increases in density.

Draft Development Agreement

The Draft DA is similar to what was presented at the Public Hearing but includes some minor changes to clarify wording and intent. These include:

- Adding definition of “show unit “and clarification that a show unit is permitted to assist with rental advertising.
- Removing the 1500 exterior amenity space requirement. However, the DA continues to have requirements of amenity areas.
- Requirements for the submission of as-built drawings for drainage infrastructure before the first building permit is issued.
- Other minor administrative details.

Summary

Staff provide this information for Council's consideration. To assist Council in its decision, staff have reviewed the proposal with the Fire Chief and clarified what DPW uses to determine when traffic studies are required. Staff have reviewed the draft DA and made several administrative changes to the DA to improve its administration and enforceability.

At this time, staff believe that Council has enough information on which to make a decision. After a review of the comments from the public, a review of MPS policies, the comments from the public and the site plan, staff have determined that the draft development agreement is generally consistent with the Municipal Planning Strategy and are providing a positive recommendation to Council.

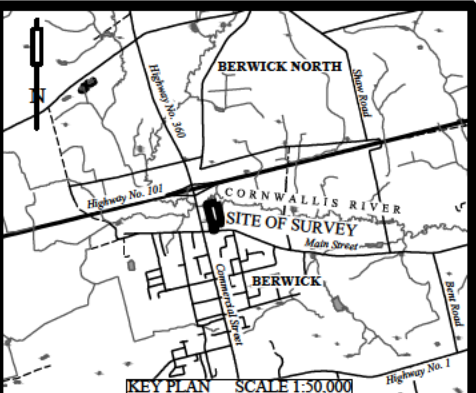
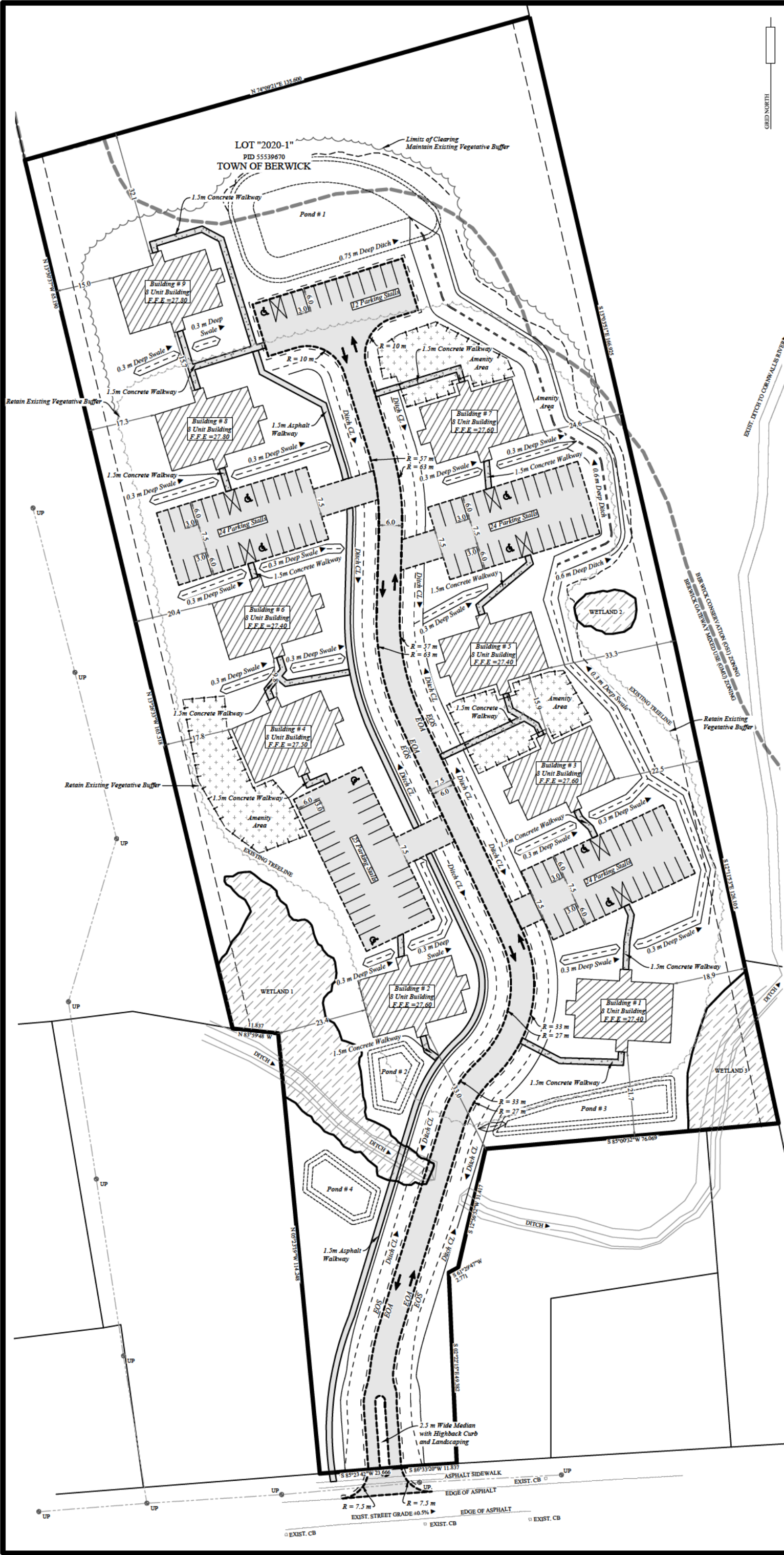
Once Council has made a decision, there will be a 14-day appeal period that will be advertised in the local paper where any aggrieved person may appeal Council's decision.

Council has the following three options regarding the application:

1. Give second reading to the draft development agreement.
2. Reject the development agreement application.
3. Provide direction to staff. The direction should include specific changes that Council would like to make to the draft development agreement. Staff would take this direction and redraft the development agreement, discuss the requested changes with the Developer, Kent Field Estates, determine whether the changes require another public hearing, and bring the revised draft back to Council for a decision.

Draft Motion for Council's consideration

1. Council gives final approval to the application by Kent Field Estates to enter into the attached development agreement permit 72 grouped dwelling units at 228 Main Street, Berwick.
2. Council rejects the application by Kent Field Estates to enter into the attached development agreement to permit 72 grouped dwelling units at 228 Main Street, Berwick.
3. Council directs staff as follows:
 - a. *Insert specific direction from Council.*



REVISIONS

REVISIONS	
TOTAL PARKING	Required 108
PARKING STALLS (6 m x 3 m)	100
ACCESSIBLE PARKING STALLS (6 m x 4.5 m)	9
TOTAL	109
LOT COVERAGE	
LOT "2020-1"	40494 sq. m (100%)
APARTMENT BUILDINGS (72 Units)	
APARTMENT BUILDINGS (72 Units)	3690 sq. m (9%)
DRIVEWAYS / PARKING	6107 sq. m (15%)
WALKWAYS	900 sq. m (2%)
TOTAL HARD SURFACE AREA	10697 sq. m (26%)
OPEN / GREEN SPACES	24756 sq. m (61%)

1. ISSUED FOR DEVELOPMENT AGREEMENT - OCTOBER 5, 2023

- NOTES**
1. ALL SANITARY SEWER WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES 2023
 2. ALL STORM WATER DRAINAGE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES 2023
 3. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UNDERGROUND SERVICES PRIOR TO CONSTRUCTION (CHECK WITH TOWN OF BERWICK)
 4. POTABLE WATER TO BE SUPPLIED BY DRILLED WELLS. EACH BUILDING WILL HAVE ITS OWN DRILLED WELL.

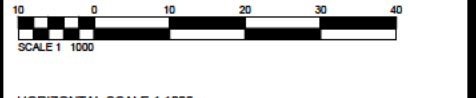
CONTROL TABLE
MTM ZONE 5, NAD 83(CRS) (2010.0 V7)

POINT	NORTHING	EASTING	DESCRIPTION
ACS 250041	4971825.192	25447205.338	SMARTNET (PUBLISHED)

LEGEND

BEGINNING OF VERTICAL CURVE	BVC
END OF VERTICAL CURVE	EVC
POINT OF VERTICAL INTERSECTION	PVI
FINISHED GRADE	FG
CALCULATED	C
POINT OF CURVATURE	PC
POINT OF COMPOUND CURVATURE	PCC
CHORD	CH
MANHOLE (SANITARY)	MHS
MANHOLE (STORM)	MHS
CATCH BASIN	CB
FIRE HYDRANT	FH
WATER VALVE	WV
CALCULATED POINT	CP
UTILITY POLE	UP
RIGHT OF WAY	ROW
NOT TO SCALE	-|
ANCHOR	OHW
OVERHEAD WIRES	OHW
ELEVATION (EXISTING)	+ 7.63
ELEVATION (PROPOSED)	+ 7.73
PROPERTY LINE	EOL / EOS
EDGE OF ASPHALT / SHOULDER	EOL / EOS
NEW OVERHEAD LIGHT	NEW OVERHEAD LIGHT

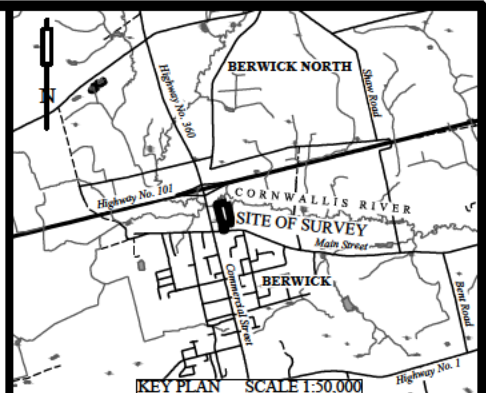
SITE PLAN
FOR PROPOSED
MULTI UNIT DEVELOPMENT
FOR KENT FIELD ESTATES
ON LANDS OF
TOWN OF BERWICK
MAIN STREET
BERWICK
KINGS COUNTY, NS



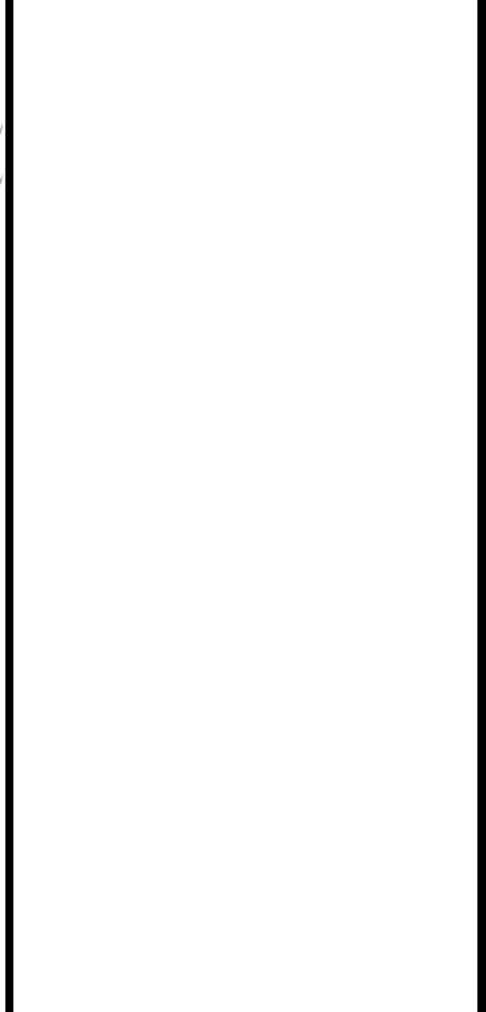
HORIZONTAL SCALE 1:1000
DESIGNED BY ERIC J. MORSE, P.ENG.

DeWOLFE & MORSE SURVEYING LIMITED
P.O. BOX 520 MIDDLETON
ANNAPOLIS COUNTY, N.S.
B0S - 1P0
Email: info@demosa.ca

LOT "2020-1"
PID 55539670
TOWN OF BERWICK



REVISIONS



1. ISSUED FOR DEVELOPMENT AGREEMENT - OCTOBER 5, 2023

- NOTES
1. ALL SANITARY SEWER WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES 2023
 2. ALL STORM WATER DRAINAGE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES 2023
 3. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UNDERGROUND SERVICES PRIOR TO CONSTRUCTION (CHECK WITH TOWN OF BERWICK)
 4. POTABLE WATER TO BE SUPPLIED BY DRILLED WELLS. EACH BUILDING WILL HAVE ITS OWN DRILLED WELL.

CONTROL TABLE
MTM ZONE 5, NAD 83(CRS) (2010.0 V7)

POINT	NORTHING	EASTING	DESCRIPTION
ACS 250041	4971825.192	25447205.338	SMARTNET (PUBLISHED)

LEGEND

BEGINNING OF VERTICAL CURVE	.....	BVC
END OF VERTICAL CURVE	.....	EVC
POINT OF VERTICAL INTERSECTION	.....	PVI
FINISHED GRADE	.....	FG
CALCULATED	.....	C
POINT OF CURVATURE	.....	PC
POINT OF COMPOUND CURVATURE	.....	PCC
CHORD	.....	CH
MANHOLE (SANITARY)	.....	MHS
MANHOLE (STORM)	.....	MHST
CATCH BASIN	.....	CB
FIRE HYDRANT	.....	FH
WATER VALVE	.....	WV
CALCULATED POINT	.....	CP
UTILITY POLE	.....	UP
RIGHT OF WAY	.....	ROW
NOT TO SCALE	.....	NTS
ANCHOR	.....	OHW
OVERHEAD WIRES	.....	OHW
ELEVATION (EXISTING)	.....	+7.63
ELEVATION (PROPOSED)	.....	+7.73
PROPERTY LINE	.....	EOK / EOS
EDGE OF ASPHALT / SHOULDER	.....	EOK / EOS
NEW OVERHEAD LIGHT	.....	EOK / EOS

INFRASTRUCTURE PLAN
FOR PROPOSED
MULTI UNIT DEVELOPMENT
FOR KENT FIELD ESTATES
ON LANDS OF
TOWN OF BERWICK
MAIN STREET
BERWICK
KINGS COUNTY, NS

HORIZONTAL SCALE 1:1000
DESIGNED BY ERIC J. MORSE, P.ENG.

DeWOLFE & MORSE SURVEYING LIMITED
P.O. BOX 520 MIDDLETON
ANNAPOLIS COUNTY, N.S.
B0S - 1P0
Email: info@demosa.ca

DRAFTED ON AUGUST 3, 2023
PLAN No: 2020-293 IP 11 X 17
SHEET 2 of 2

TOWN OF BERWICK
Engineering
Memorandum



To:	Chrystal Fuller, LPP, MCIP; Brighter Community Planning & Consulting	From:	Tim Bouter, P. Eng; Town Engineer
CC:	Jen Boyd, CAO; Town of Berwick		
Subject:	Storm Water Management Comments Development Agreement PID 55539670 Kent Field Estates	Date:	November 10, 2023

The purpose of this memo is to provide you with engineering comments regarding storm water management related to the Kent Field Estates Development Agreement. My understanding is that this memo will be appended to a covering report for Council that responds to issues raised at the November 6, 2023 Public Hearing.

Town & Provincial Requirements:

The Town of Berwick Municipal Services Specifications Manual includes the following section on Storm Drainage System Specifications:

4.0 STORM DRAINAGE SYSTEM SPECIFICATIONS

4.1 SCOPE

This section specifies the requirements for a storm drainage system. A storm drainage system is a system which receives, carries, and regulates flows in response to rain and snow including overland flows, sub-surface flows, groundwater flows, and snow melt.

The following design objectives are to be followed for the design of storm drainage systems in the Town of Berwick;

- Prevent Loss of life and protect structures and property from damage due to a major storm event.
- Provide for safe and convenient use of streets, lots, and other improvements during and following storm events.
- Preserve natural watercourses and other natural features and minimize the long term effect of development on receiving watercourses and groundwater.
- Convey stormwater from upstream and on-site sources, and mitigate the adverse effects of such flow on downstream properties.

In addition to the following specifications, all storm drainage systems shall meet the requirements of the Nova Scotia Department of the Environment. No system shall be constructed until the design has been approved by both the Engineer and the Nova Scotia Department of the Environment.

In accordance with Section 4.0 of the Town’s Municipal Services Specifications Manual quoted above, the Town requires all new developments to meet the requirements of

the Nova Scotia Environment Storm Drainage Works Approval Policy (dated December 10, 2002). Section V.2.(g) of this policy lists an analysis of the pre and post development site runoff as a key consideration for approval, with the objective of achieving zero increase in peak discharge from the fully developed site.

Kent Field Estates Development:

To meet the Town and Provincial storm drainage requirements, Kent Field Estates was required to submit an updated drainage plan this year, demonstrating the following:

- Confirmation that post-development flow rates are equal to or less than pre-development flow rates (net zero requirement).
- Confirmation that any topographical changes to the site (such as additional fill and wetland alternations) will not negatively impact drainage for neighbouring properties during flood conditions through a reduction in floodplain storage.

Kent Field Estates revised their original plan to meet these drainage requirements by:

- redirecting the majority of post site development drainage to the north
- incorporating new stormwater detention facilities
- reducing alterations to the existing wetlands

Summary:

As stated in my memo dated August 21, 2023:

- The drainage plan complies with the Town's requirements for storm water management and the Provincial requirement for post development flow rates to be equal or less than existing conditions (net zero requirement).
- All drainage infrastructure will be privately owned and maintained by the developer.
- Following construction, the Town will require certification from the Engineer that the drainage works have been constructed in accordance with the plan.
- Any future negative impacts on neighboring properties resulting from inadequate implementation of the drainage plan or deviations to the drainage plan would be dealt with as a private civil matter between property owners.
- Silt fencing and check dams must be installed during construction according to the Erosion and Sedimentation Control Plan to prevent material from washing into water courses.
- Wetland Alteration Permit for a small area in Wetland 1 (southwest corner of the property) to allow for the culvert extension and a portion of the roadway/sidewalk will be required at time of permitting.
- **This engineering drainage review is limited to an analysis of pre and post development flow rates for rainfall events on the development property (PID 55539670), and does not include an analysis of recommended development elevations in relation to current and future flooding impacts of the Cornwallis**

River or other overland flooding. My understanding is that the development elevations have been set to match those of the Berwick Fire Hall and Wheaton's retail store, as recommended in a previous study.

November 6, 2023 Public Hearing:

Q1: How deep are the ditches?

A1: The existing ditch flowing to the Cornwallis River will not be altered, other than the installation of a new (upsized) 1200mm culvert for the roadway and sidewalk. The new development will incorporate shallow swales (0.3m deep) and ditches along the roadway (0.6m deep).

Q2: Will the detention pond hold water and be a mosquito pit?

A2: The detention ponds are designed to fill during rainfall events, and then slowly dissipate once the peak rainfall has passed. The outlet pipes (which are smaller than the inlet pipes) will be installed at the bottom elevation of the ponds, allowing them to drain completely.

Q3: Will the wetlands hold more water?

A3: The revised drainage plan has minimized alterations to the wetlands, allowing them to function as they presently do.

Q4: What criteria is the stormwater plan based on? Is it based on historical data or projections for the future that incorporate changes due to climate change?

A4: The stormwater calculations were run for 1-5yr, 1-10yr and 1-100yr scenarios. The final design is based on the 1-100yr calculation, using the latest Environment Canada meteorological data and Intensity-Duration-Frequency (IDF) curves.

Q5: Can the stormwater plan include naturalized wetlands to provide habitat?

A5: Yes, the existing wetlands other than one small portion will remain intact.

Q6: Will the ponds be fenced?

A6: The detention ponds will not be fenced. The three detention ponds in the front will be quite shallow, ranging from 0.25m to 0.42m deep. The main detention pond in the back will be 0.96m deep. Each detention pond will have a 3H:1V side slope.

Q7: How will the stormwater management plan be monitored?

A7: Following construction, the Town will require certification from the Engineer that the drainage works have been constructed in accordance with the plan. Since all drainage infrastructure will be privately owned and maintained by the developer, any future negative impacts on neighboring properties resulting from inadequate implementation of the drainage plan, inadequate maintenance or deviations to the drainage plan would be dealt with as a private civil matter between property owners.

This Development Agreement made this _____ day of _____, A.D.,2022

Between:

Kent Fields Estates Limited., a body duly incorporated pursuant to the Companies Act of Nova Scotia and registered with the Nova Scotia Registry of Joint Stock Companies, with offices in Kentville Nova Scotia and hereinafter called the "Developer",

OF THE FIRST PART

-and-

Town of Berwick a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands in the Town of Berwick (PID 55539670) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for a maximum of 72 grouped residential dwellings with associated surface parking;

AND WHEREAS Policy GMU4 of the Town of Berwick Municipal Planning Strategy requires that grouped residential dwellings be considered and approved by Development Agreement;

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date of PH. and approved by a majority vote of the Town Council on [Click or tap to enter a date.](#) pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

Part 1: General Requirements and Administration

1.1 Applicability of Agreement

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

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

1.2 Applicability of Other By-laws, Statutes and Regulations

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, Property owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government, and the Developer or Lot Owner agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer 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 system, 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 Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.3 Conflict

1.3.1 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 By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4 Costs, Expenses, Liabilities and Obligations

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

1.5 Provisions Severable

1.5.1 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.

1.6 Property

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

Part 2: Definitions

2.1.1 All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

2.2 When interpreting this agreement, the following words are defined as follows:

- a) *Interior drive isles* are travel pathways for vehicles interior to the Property that provide access to vehicles to the onsite buildings or uses.
- b) *Land Use Bylaw* means the Town of Berwick Land Use By-law adopted by Council on October 9, 2012, as amended from time to time.
- c) *Master Drainage Plan* means a drainage plan prepared by a qualified engineer for the Property that illustrates the discharge to drains, ditches or streams of catchment runoff as a result of storm rainfall over the catchment.
- d) *Residential Grouped Dwellings* means two or more multiple unit dwellings buildings on the same lot.
- e) *Show suite* is one residential unit within the Development for rental sales purposes.
- f) *Municipal Planning Strategy* means the Town of Berwick Municipal Planning Strategy adopted by Town Council on October 9, 2012, as amended from time to time.

Part 3: Use of Property, Subdivision and Development Provisions

3.1 Schedules

3.1.1 The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property
- b) Schedule B: Site Plan

3.2 Requirements Prior to approval

3.2.1 Prior to the issuance of any Development Permits, the following conditions must be met, unless otherwise permitted by the Development Officer as established by this Agreement:

- a) Approval of the Town Engineer of all on site sewer infrastructure that will connect the Town's sewer system.

- b) If required, the necessary permits from Nova Scotia Environment and Climate Change regarding the provision of potable water to the Use.
- c) A plan showing landscaped median and driveway access from the Public Street to the Development that shall be approved by the Traffic Authority.
- d) Access and drainage easements in a format acceptable to and to be conveyed to the Town as required by the site plan.
- e) A Master Drainage Plan for the entire site that demonstrates that the pre-construction stormwater runoff will not exceed post development run-off. Any Development Permit applications for subsequent phases or buildings must include a drainage plan that demonstrates how the development permit application complies with the Master Drainage Plan.
- f) Construction of all drainage works and the submission of “as built” drawings that are acceptable to the Town Engineer before the Building Permit for the first building issued.
- g) The Submission of a Sedimentation and Erosion Plan that is acceptable to the Town Engineer.
- h) A Master Landscaping Plan that, in the opinion of the Development Officer, complies with the following requirements:
 - Shows the location of internal walkways that connects the public street or the Interior Drive Isles to each residential dwelling, as generally shown on the Site Plan
 - Provide an area of exterior Amenity Area for the use of residents
 - Provide a vegetative buffer along the property line adjacent to existing residential uses. The vegetative buffer shall include a mixture of trees (minimum of 6 feet of height at planting) and bushy shrubs. Trees shall be no more than 15 feet apart and include both deciduous and coniferous species. Landscaping must be complete within 6 months of issuance of a building permit, or as otherwise agreed to by the Development Officer.
 - Development Permit applications for subsequent phases or buildings must include a landscaping plan that demonstrates how the development permit application complies with the Master Landscaping Plan.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The uses of the Property permitted by this Agreement are the following and as generally shown on Schedule B:

- Grouped residential uses, to a maximum of 72 grouped residential dwellings

- Accessory structures related to the residential use including accessory storage facilities for residents of the Development as per the Land Use Bylaw, as amended from time to time.
- One residential unit may be used as a temporary rental office for the Development
- One residential unit may be used as a show suite for the Development

3.3.2 Site Requirements

The zone provision of the R3 zone apply, except as altered by the Agreement. Specific requirements for Development include:

- (a) The Development shall generally comply with the Site Plan in Schedule B.
- (b) Amenity Areas, as shown on the Schedule B, must be grassed and include shade trees (deciduous trees). Amenity areas must include fixed seating (benches). The Developer also shall install a Playground area before a Development Permit will be issued for the 40th unit.
- (c) The minimum separation distance between buildings shall be 29 feet.
- (d) Drive isles shall be designed as to minimize hazards to pedestrians and cyclists. Drive isles must be a minimum of 20 feet for two-way traffic and 10 feet for one-way traffic.
- (e) Parking spaces are required at a rate of one (1) parking space for each dwelling unit under three (3) bedrooms. For units over three (3) bedrooms, 1.25 parking spaces shall be required.
- (f) Parking Area Standards listed in 5.26 of the LUB, as amended from time to time, apply except as otherwise stated in this Agreement.
- (g) Power and communications infrastructure must be approved by the Berwick Electric Commission.
- (h) The sanitary sewer collection system will be privately owned and maintained by the Developer.
- (i) All drainage infrastructure will be privately owned and maintained by the developer.
- (j) Silt fencing and check dams must be installed during construction according to the Erosion and Sedimentation Plan.
- (k) The Developer must secure all necessary permits for wetland alterations from NSECC.
- (l) No Development is permitted within the Conservation Zone, as shown on Schedule B.

3.3.3 Phasing

- (a) The Development may be constructed in a phased approach.
- (b) Amenity Area shall be required as follows:
 - i. Before a Development Permit is issued for each building shown on Schedule B, the Developer shall provide a site plan for the building showing the amenity space associated with that building.
 - ii. The Developer is required to pave the driveway no later than two years from date of the issuance of the first Development Permit for this Development.

3.3.4 Maintenance

The Developer shall be responsible to maintain the property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the property is maintained in a safe and clean condition.

All non-hard surfaced areas shall be grassed or naturalized to the satisfaction of the Development Officer.

Part 4: Streets and Municipal Services

4.1 Off-Site Disturbance

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

4.1.2 Driveway Access from the Public Street to the Development shall be approved. Driveway Access shall include a landscaped median beginning at the Public Street and continue for a minimum of 75 feet.

Part 5: Amendments

5.1 Non Substantive Amendments

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) The requirements of the Landscaping Plan
- b) Conversion of no more than two (2) of the residential units into a commercial use that serves the needs of residents of the Development. This includes, but is not limited to
 - Hairdressers
 - Personal service uses
 - Small scale commercial uses not exceeding 1000 square feet

5.2 Substantive Amendments

5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act and includes:

- a) Increasing the number of units
- b) Reducing the amount of Amenity Area by more than five percent (5%)
- c) Any other change not listed in 5.1.1

Part 6: Registration, Effect of Conveyances and Discharge

6.1 Registration

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded by the Town at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall reimburse the Town for all recording costs.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property which is the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any part of the Property, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable.

6.3 Commencement of Development

6.3.1 In the event that development on the Property has not commenced within one year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the use of the Property shall conform with the provisions of the Land Use By-law.

6.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.

6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

6.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

6.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

6.4.3 The Development shall be complete within five years of the commencement of Development.

6.5 Discharge of Agreement

6.5.1 If the Developer fails to complete the development after five years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement;
- c) discharge this Agreement; or
- d) extend the Agreement for an additional two years.

Part 7: Enforcement and Rights and Remedies on Default

7.1 Enforcement

7.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable time within seventy-two hours of receiving such a request.

7.2 Failure to Comply

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or
- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.2.2 In addition to the above remedies and without prior notice, the Town may pursue any remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

Part 8: Expenses

8.1.1 In addition to the costs to be paid pursuant to Section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 7.2 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or returning the Property to its original condition before the beginning of work on the development, costs incurred for entry on the Property and

performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

- 8.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

Part 9: Notice

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Town to:

Town of Berwick
236 Commercial Street
Berwick, NS
B0P 1E0
Attention: Chief Administrative Officer

And if to the Developer to:
Kent Fields Estates Limited
6 Neva Mae Place
Kentville, NS B4N 0G5
Attention: Terry Whynot

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

Developer

Kent Field Estates

Witness

Per: _____

Town of Berwick

Witness

Per: _____
Mayor Don Clark

Witness

Per: _____
Municipal Clerk

Schedule "A", - Property Description

Registration County: KINGS COUNTY

Street/Place Name: MAIN STREET /BERWICK

Title of Plan: PLAN OF S/D PARCEL A & PARCEL B PARCEL A LAND OF TOWN OF BERWICK TO BE AN ADDITION TO LAND OF R ANTHONY LENTON PARCEL B LAND OF R ANTHONY LENTON TO BE AN ADDITION TO LAND OF TOWN OF BERWICK TO FORM LOT 2020-1 & LOT 2020-2 REMAINDER OF PID 55242606 LAND OF TOWN OF BERWICK TO BE CONSOLIDATED WITH PID 55481915 ADJACENT LAND OWNED BY TOWN OF BERWICK CIVIC 226 & CIVIC 228 MAIN ST BERWICK

Designation of Parcel on Plan: LOT 2020-1

Registration Number of Plan: 117975947

Registration Date of Plan: 2021-02-10 12:10:06

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2021

Plan or Document Number: 117975947

Schedule "B", - Site Plan

TOWN OF BERWICK
236 COMMERCIAL ST.
BERWICK, NS BOPIED

DECEMBER 7, 2023

ATTN: JENNIFER BOYD CAO

DEAR JENNIFER,

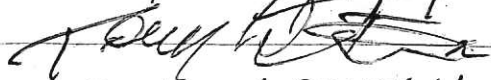
THIS LETTER IS AN APPEAL TO THE ORDER FROM THE TOWN OF BERWICK TO REMOVE DERELICT VEHICLES FROM MY PROPERTY AT 109 MARSTERS AVE. BERWICK, NS

THE VEHICLES IN QUESTION ARE A COLLECTION OF ANTIQUE AND VINTAGE SPORTS CARS. I AM AWAITING AN ASSESSMENT FROM A PROFESSIONAL REGISTERED ~~ANTIQUE~~ VEHICLE APPRAISER AND WOULD LIKE TO ADD THIS ASSESSMENT TO THIS APPEAL WHEN IT ARRIVES, MOST LIKELY MONDAY DEC 11, 2023

I WILL MAINTAIN A TIDY PROPERTY, ALL VEHICLES SHALL BE COVERED WITH CAR COVERS AND/OR TARPS AND HAVE CURRENT REGISTRATIONS

I REQUEST TO PRESENT MYSELF TO COUNCIL, IF NECESSARY. MORE IMPORTANTLY, I REQUEST THAT COUNCIL OVERTURN THIS ORDER TO REMOVE THESE PIECES OF HERITAGE.

THANK YOU, KINDLY YOURS,


TONY LENTON

109 MARSTERS AVE.
BERWICK NS BOPIED

REQUEST FOR DECISION

RFD022A-2023

Valley Waste 2023-24 Capital Budget Items
Temporary Borrowing Resolution, Municipal
Partner Guarantee Resolution



To: Town Council
From: Director of Finance
Date: ~~September 12, 2023~~ December 12, 2023
Subject: Valley Waste 2023-24 Capital Budget Items TBR, Municipal Partner Guarantee Resolution

References/Attachments

- Valley Regional Solid Waste Resource Management Authority (VWRM) Temporary Borrowing Resolution, including Schedule B noting the capital budget items funded by way of debt.
- Standard loan guarantee resolution provided by VWRM.

Legislation

- Pursuant to the *Municipal Government Act* Section 88
- VWRM IMSA

Recommendation

That Council approve the Town of Berwick's loan guarantee as requested by the VWRM, in the amount of \$17,032 or 3.08% of the VWRM's Temporary Borrowing Resolution (in the total amount of \$553,000) per attached loan guarantee schedule.

Background

The original resolution was completed incorrectly, and the error was material enough to require Council to approve the TBR again with the corrected resolution.

The Town of Berwick is a Party to the VWRM Intermunicipal Services Agreement (IMSA). Under the IMSA, parties are required to guarantee their share of any long-term borrowings of VWRM.

Financial Implications

There are no immediate budget impacts as the annual budget of VWRM includes any required debenture repayments.

REQUEST FOR DECISION

RFD022A-2023

Valley Waste 2023-24 Capital Budget Items
Temporary Borrowing Resolution, Municipal
Partner Guarantee Resolution



Priority Alignment

Check Applicable	Strategic Priority Area	Comments
X	Economic	
	Environmental	
	Social	
	Cultural	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

I support the recommendation.

CAO Initials: JB

Target Decision Date: ~~September 12, 2023~~
December 12, 2023

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY
MUNICIPAL PARTNER GUARANTEE RESOLUTION
COUNCIL OF
Town of Berwick**

Guarantee Share Amount: \$ 17,032.00 Purpose: Capital Projects: Detailed in Schedule "B"
Capital Budget 2023-2024

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority has determined to borrow the aggregate principal amount of Five Hundred Fifty Three Thousand Dollars (\$ 553,000.00) for purpose of Capital Projects: Detailed in Schedule "B" ;

WHEREAS the Authority has requested the Council of the Town of Berwick , a municipality that executed the instrument of incorporation of the Authority, to guarantee said borrowing; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act, no guarantee of a borrowing by a municipality shall have effect unless the Minister of Municipal Affairs and Housing has approved of the proposed borrowing or debenture and of the proposed guarantee;

BE IT THEREFORE RESOLVED

THAT the Council of the Town of Berwick does hereby approve the borrowing of the aggregate principal amount of Five Hundred Fifty Three Thousand Dollars (\$ 553,000.00) for the purpose set out above;

THAT subject to the approval of the Minister of Municipal Affairs and Housing of the borrowing by the Authority and the approval of the Minister of Municipal Affairs Housing of the guarantee, the Council unconditionally guarantee repayment of Seventeen Thousand Thirty Two Dollars (\$ 17,032.00) for the purpose set out above; and

THAT upon the issue of the debentures, the Mayor and Chief Administrative Officer of the Municipality do sign the guarantee attached to each of the debentures and affix thereto the corporate seal of the Municipality.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the Town of Berwick held on the day of , 2023.

GIVEN under the hands of the Clerk and under the seal of the Municipality this day of , 2023.

Clerk

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 553,000

Capital Projects: Detailed in Schedule "B"
Capital Budget 2023-2024

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Town of Berwick, the Town of Kentville, the Town of Middleton, the Town of Wolfville, the Town of Annapolis Royal, and the Municipality of the County of Kings entered into an inter-municipal services agreement pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority pursuant to the inter-municipal agreement states that the body corporate shall be vested with the power to borrow money for the purpose of capital projects, the estimated amounts and descriptions of which are contained in Schedule "B";

WHEREAS any borrowing and/or entering into debt obligations of the municipal body corporate must be approved by the municipal units and the Municipal Guarantee percentages and amounts for each of the six municipal parties are attached at Schedule "A"; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act no money shall be borrowed by a municipality, village, committee by an inter-municipal agreement or service commission pursuant to this Act or another Act of the Legislature until the proposed borrowing and municipal guarantees have been approved by the Minister of Municipal Affairs and Housing;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 91 of the Municipal Government Act, and subject to the approval of the Minister of Municipal Affairs and Housing, the Authority borrow a sum or sums not to exceed Five Hundred Fifty Three Thousand Dollars (\$ 553,000) for the purpose set out above;

THAT the sum be borrowed by the issue and sale of debentures of the Authority of an amount as the Authority deems necessary;

THAT pursuant to Section 92 of the Municipal Government Act, the issue of debentures be postponed and that a sum or sums not to exceed Five Hundred Fifty Three Thousand Dollars (\$ 553,000) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and,

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Valley Region Solid Waste-Resource Management Authority held on the 19 day of July, 2023.

GIVEN under the hands of the Chair and the Secretary and under the seal of the Authority this 15 day of August, 2023.

Chair

Secretary

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 553,000

Capital Projects: Detailed in Schedule "B"
Capital Budget 2023-2024

SCHEDULE "A"

MUNICIPAL GUARANTEES

MUNICIPAL PARTNER	GUARANTEE PERCENTAGE	GUARANTEE AMOUNT
Municipality of the County of Kings	73.4%	405,902
Town of Kentville	10.33%	57,125
Town of Wolfville	9.85%	54,471
Town of Berwick	3.08%	17,032
Town of Middleton	2.03%	11,226
Town of Annapolis Royal	1.31%	7,244
Total Capital Requirements for Borrowing Resolution	100%	553,000

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$553,000

Capital Projects: Detailed in Schedule "B"
Capital Budget 2023-2024

**SCHEDULE "B"
CAPITAL PROJECTS**

		Estimates \$
Heading: Equipment		
Item	XL 4X4 Pick-Up Truck Lift Gate - Carts	53,000
Item		
Item		
Item		
Heading Sub Total:		53,000
Heading: Building and Site		
Item	Containers for Drop Off	330,000
Item	EMC/WMC C&D site monitoring wells	55,000
Item	Heating Ventilation Upgrade	115,000
Item		
Heading Sub Total:		500,000
Heading:		
Item		
Item		
Item		
Item		
Heading Sub Total:		0
Heading:		
Item		
Item		
Item		
Item		
Heading Sub Total:		0
Heading:		
Item		
Item		
Item		
Item		
Heading Sub Total:		0
Heading:		
Item		
Item		
Item		
Item		
Heading Sub Total:		0
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		553,000

REQUEST FOR DECISION RFD029-2023: BDVFD Water Storage Tank Tender Award



To: Town Council
From: CAO
Date: December 12, 2023
Subject: BDFVD Water Storage Tank Tender Award

References/Attachments

Request for Proposals: BER2023-010 Berwick & District Volunteer Fire Department Water Storage Tank

Legislation

Purchasing and Tender Policy

Recommendation

To award tender BER2023-010 BDVFD Water Storage Tank to Roscoe Construction in the amount of \$368,500 plus HST; with the Town's portion being \$184,250 funded for by long-term borrowing.

Background

The Town Council and the Berwick & District Fire Commission approved a Water Storage Tank for the Berwick & District Volunteer Fire Department as part of the 2023/24 Capital Budget. Per the funding agreement, the Town is responsible for fifty percent of the cost and the Commission for the other fifty percent.

The project was tendered through a Request for Proposals and closed on December 6, 2023. One bid was received from Roscoe Construction in the amount of \$416,300, including HST.

Engineering for the project was \$6,500 and completed prior to the tendering of the project. Rebar was also ordered prior to tendering and bidders were asked to include a rebar allowance in their submission.

Financial Implications

The 2023/24 Capital Budget included \$350,000 for a Water Storage Tank for the BDVFD; the Town providing fifty percent funding or \$175,000, funded by long-term borrowing. The project received one bid.

Lump Sum for work (minus rebar)	\$327,000
Rebar allowance	\$ 35,000
Engineering	\$ 6,500
Total before tax	\$368,500

REQUEST FOR DECISION

RFD029-2023: BDVFD Water Storage Tank Tender Award



Per the funding agreement for fire department assets, the Town is responsible for fifty percent of these costs, at \$184,250, resulting in an additional \$9,250 or 5.28% variance above what was approved. The Town is funding this project by long-term borrowing.

Priority Alignment

Check Applicable	Strategic Priority Area	Comments
X	Economic	
	Environmental	
X	Social	
	Cultural	

Alternatives

Council could decide not to award the tender.

Community Engagement/Communication

N/A

CAO Comments

An overall cost variance of 5.28% above the approved budget is reasonable, especially in the current economic climate. I support the approval of this project.

CAO Initials: JB

Target Decision Date: December 12, 2023

From: Ian Armstrong [REDACTED]
Date: November 30, 2023 at 2:08:25 PM AST
To: Mayor Clarke <mayor@berwick.ca>
Subject: Re: Next Town Council meeting

Dear Mayor Clarke,

I must apologize; there are several errors in my previous email as I was emotional and distracted while I was writing it. Please disregard it and read this revised form of the text:

My name is Ian Armstrong. I am a long-time resident of the Berwick area and I'm writing to you about an issue of great personal concern for me.

No doubt you are aware of the tragedies in Gaza over the past two months. Over 15,000 unarmed Palestinian civilians, almost half of them children, have been killed by the Israeli military in October and November; this number does not include roughly 6,500 civilians who are missing. Gazan civilians who tried to use the current ceasefire to go back to what's left of their homes after Israel's brutal bombing campaign were shot at by Israeli soldiers and had to run for their lives. This makes it impossible to confirm the deaths of missing persons buried under rubble; very likely many of the innocent people who survived the bombing of their homes, schools, mosques, churches, and hospitals later died trapped in the rubble as the Israeli military blocked rescue efforts.

I was profoundly relieved when a pause in the fighting was negotiated, but I fear for what will happen when this pause runs out. The towns of Kentville and Wolfville recently passed motions declaring their support for a ceasefire and asking their mayors to write a letter to Prime Minister Trudeau demanding he call for a full, permanent ceasefire in this war. I hope at your next town hall meeting you will discuss adopting a similar motion. I would also like to bring to your attention the Israeli attacks against Palestinians in the West Bank; since the ceasefire began, Israeli soldiers have killed several unarmed Palestinian civilians in the West Bank and captured approximately three thousand more. This makes a mockery of the exchange of hostages that has been the basis of the ceasefire so far. In light of this development, I would encourage you to include in any motion a request for Prime Minister Trudeau to not only call for a full, permanent ceasefire in Gaza, but also an end to Israeli violence and hostage-taking against all Palestinian civilians, whether in Gaza, the West Bank, or Jerusalem.

Thank you very much for your consideration in this important matter.

Sincerely,

Ian Armstrong