

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

PROPOSED DEVELOPMENT AGREEMENT:
#204 Cornwall Road, Blockhouse (PID - 60218625)
Municipal Enterprises Limited

Blockhouse Secondary Planning Strategy & Land Use By-law

Council Chambers (210 Aberdeen Road, Bridgewater)
Tuesday March 12th, 2019 at 11:00AM

PUBLIC HEARING AGENDA

1. **CALL TO ORDER at 11:00AM**
2. **OPENING REMARKS by Mayor Bolivar-Getson**
 - a. Introduction of Council Members.
 - b. Review of Agenda and Rules of Conduct.
3. **REPORTS AND PRESENTATIONS by Planning Staff**
4. **WRITTEN AND VERBAL PRESENTATIONS from the Public**
 - a. Review of Written Submissions by the Deputy CAO (if any)
 - b. Verbal Presentations by the Public (if any)
5. **REVIEW OF APPROVAL PROCESS**

Municipal Council can make a decision at the close of this Public Hearing. If Council deems it advisable to enter in the proposed Development Agreement, Council will approve the entering in of an Agreement by motion. Once Council has approved the Agreement, an approval notice is inserted in the local papers, advising of same. There is a 14-day appeal period, from the date of Public Notice, at which time appeals can be forwarded to the NS Utilities & Review Board. Council may not enter in a Development Agreement until the end of the identified appeals period, or until any / all appeals have been dealt with by the Board.

6. **CLOSING OF THE PUBLIC HEARING**

RULES OF CONDUCT

Persons who wish to speak at the Public Hearing are asked to note the following:

- [a] Please state your name and address;
- [b] Direct all statements to the Chair;
- [c] Please try to limit presentations to 10 minutes;
- [d] Speakers may address Council twice, but before addressing Council for a second time, speakers will be requested to wait until all others have had the opportunity to speak, before they address Council a second time.

Memorandum

To: Mayor Bolivar-Getson and Members of Municipal Council
From: Jeff Merrill, MCIP, LPP, Director of Planning & Development Services
Date: March 12, 2019
Re: Development Agreement Application
Municipal Enterprises Limited / MBW Courier Services - 204 Cornwall Road,
Blockhouse

Please find attached a copy of the draft Development Agreement between the Municipality and Municipal Enterprises Limited. The Development Agreement is the same document reviewed by Council prior to giving notice of their intention to enter into the Development Agreement on February 12, 2019.

Council has two options. If Council wishes to enter into a Development Agreement with Municipal Enterprises Limited, the following motion is in order:

That Council enter into a Development Agreement with Municipal Enterprises Limited, to allow for the proposed change of use, at civic address 204 Cornwall Road, Blockhouse, to permit the development of a courier services facility.

Alternatively, Council can refuse the Development Agreement. If Council wishes to refuse to enter into the Development Agreement Council should state their reasons for refusing the document. Council's decision to either enter into a Development Agreement or the refusal of a Development Agreement is appealable to the Nova Scotia Utility and Review Board.

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D., 2019.

BETWEEN

MUNICIPAL ENTERPRISES LIMITED, a body corporate, with registered offices in Halifax, in the County of Halifax, in the Province of Nova Scotia.

(Hereinafter called the “**DEVELOPER**”)

OF THE FIRST PART

and

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate, with offices in the Town of Bridgewater, in the County of Lunenburg, in the Province of Nova Scotia.

(Hereinafter called the “**MUNICIPALITY**”)

OF THE SECOND PART

WHEREAS the Developer has good title to property identified as PID #60218625, which is also more commonly known as the property located at civic address 204 Cornwall Road, in the community of Blockhouse, Lunenburg County, Nova Scotia, and which is more fully bounded and described in **Schedule "A" attached hereto**;

AND WHEREAS the Developer requested to the Municipality their intention to develop the property located at 204 Cornwall Road, for the uses as identified in this Agreement;

AND WHEREAS the property described in **Schedule "A"** is subject to the Blockhouse Secondary Planning Strategy and Blockhouse Land Use By-law for the Municipality;

AND WHEREAS the lot described in **Schedule "A"** is located in the Rural Zone;

AND WHEREAS Policy 4.1.4 of the Blockhouse Secondary Planning Strategy, and subsection 5.2.3b(i) of the Blockhouse Land Use By-law, provide that new commercial developments that exceed the size thresholds established in the Land Use By-law in the Rural Zone may be permitted by Development Agreement;

AND WHEREAS the Municipality, by Resolution of Council passed at a meeting on _____, 2019, approved the identified new commercial development, subject to the execution of this Development Agreement by the parties hereto; and conditions therein, and

NOW THIS AGREEMENT WITNESSETH that in consideration of \$1, now paid, by the Developer to the Municipality and the foregoing recitals and for other good and valuable consideration the receipt and sufficiency of which is hereby confirmed, the parties hereto agree as follows:

1. **DEFINITIONS**

- a. **Property** unless where otherwise described, means the identified PID #60218625, located at civic address 204 Cornwall Road, Blockhouse, as described in **Schedule "A"**.
- b. **Courier Distribution Facility** means a building, or part of a property or building, where parcels and documents for delivery by couriers or messengers are received, sorted, processed and loaded for shipment.

2. **USE**

- a. That the development and use of the property shall be restricted to a courier distribution facility, above the size thresholds permitted in the Blockhouse Plan Area Rural Zone, in accordance with: definitions identified in this Agreement, the Blockhouse Land Use By-law, the Developer's application to the Municipality and any related addendums, and with the Site Plans identified in Schedule "B" of this Agreement, attached hereto.

- b. That development and use of the property shall be limited to those buildings, accessory structures, and cleared areas of the lot, as have been identified on Site Plans found in **Schedule "B"**. Any proposed additions to structures, any additional buildings or structures, or proposed clearing of the property, beyond that which has been outlined to be permitted by way of this Agreement, in relation to the identified Uses, shall require an amendment to this Agreement.

3. SITE PLAN DETAILS - SCHEDULE B

- a. That the Site Plans, identified in **Schedule "B"** of this Agreement, shows in relation to the use the location of all future buildings, structures, signage, driveway access points, laneways, exterior lighting, identified parking spaces, loading areas, fencing, and dimensions of all such.
- b. That the Developer will inform the Municipality of any proposed changes or alteration to the Site Plans, identified in **Schedule "B"**.
- c. Where the Municipality and Developer have agreed that changes to lighting and identified signage, are considered incidental in the use of the property, these aspects may be altered by the Developer, provided that the Municipality is notified of proposed changes, and where the Municipality has determined such changes do not significantly alter from the intended effects of any conditions as identified in this Agreement.

4. SITE ACCESS & PARKING

- a. That the driveway entrance, and those areas identified for parking and for internal traffic movement on the property to be used by the general public, shall be in accordance with Site Plans identified in "Schedule B" and are to be suitably constructed and maintained, to prevent dust, and to provide for safe access to the property from the public highway.
- b. That in keeping with parking standards identified in subsection 7.2.3 of the Blockhouse Land Use By-law, there shall be a minimum of five (5) parking spaces provided and maintained by the Developer, designed to size requirements identified in subsection 7.2.2.

5. SITE ALTERATIONS

- a. That any alterations undertaken by the Developer affecting access points from a public road onto the property will comply with design requirements of the Transportation and Infrastructure Renewal.
- b. That any alterations to land, as associated with the proposed development, to include the construction of buildings, placement of structures, and/or the development of identified parking and loading areas, is to provide for drainage of storm water in accordance with the Storm water Management Plans submitted by the Developer, identified in **Schedule "C"**, as dated December 4, 2018.
- c. During the development of the site the Developer shall follow all relevant guidelines identified in the Nova Scotia Environment Erosion and Sedimentation Centre Handbook.

6. SCREENING ADJACENT TO EXISTING RESIDENTIAL

That screening and landscaping shall be provided as follows:

- a) the existing vegetative buffer located on the Property, along the northern property lines as shown on Schedule "B", shall remain in place, subject to the removal of vegetation that is decaying or has decayed, or the removal is necessary to prevent other vegetation from decaying or to ensure public safety;
- b) in the event that the existing vegetative buffer, or portion thereof, located along the adjacent residential properties, along the northern property line as shown on Schedule "B" become decayed, diseased, damaged (wind, pest, fire, etc.) or removed the Developer shall replace the screening with vegetation in the form of trees and/or hedges, berms or opaque fencing or a combination thereof. The replacement screening shall provide adequate screening from the adjacent residential uses. The replacement of this screening shall occur in a timely manner, but not to exceed 365 days from the date the existing screening or portion thereof was removed;

7. SITE MAINTENANCE

- a. That the property shall be kept free from litter and debris, and be suitably maintained through regular site monitoring, waste collection, and maintenance by the Developer.

8. FIRE PROTECTION

- a. That the Developer agrees to conduct a pre-plan assessment with the Blockhouse Fire Department upon completion of the building.

9. LIGHTING

- a. That lighting associated with development be limited to illumination for safety reasons;
- b. All lighting shall be installed, directed or shielded so that neighbouring properties are not illuminated to the extent that a hazard or a nuisance will result.

10. SITE VISIT AND INSPECTIONS

- a. That the Developer agrees to the Municipality performing an evaluation of conditions identified in this Agreement, by undertaking site inspections of the property, as and when necessary, and by reviewing related written materials with the Developer.

11. CHANGES AND ALTERATIONS

- a. That all matters in this Agreement which are not specified in clauses 11(b) or 10(c) below, are non-substantive matters, and may be changed or altered by amendment to this Agreement in accordance with clause 230(7) of the Municipal Government Act, provided that the Municipality determines that the changes do not significantly alter the intended effects of this Agreement;
- b. That Use of the property, as defined in Section 2 of this Agreement; is identified as a substantive matter, and can only be altered by amendment to this Agreement.
- c. That Expansion of the identified Use of the property, beyond the existing cleared area, as shown on Schedule "B" is identified as a substantive matter, and can only be altered by amendment to this Agreement.

12. REGISTRATION, EFFECT OF CONVEYANCE AND DISCHARGE OR TERMINATION

- a. That the Municipality may cause this Agreement to be registered, at the expense of the Municipality, in the Land Registration Office in Bridgewater, Lunenburg County;
- b. That pursuant to the Municipal Government Act, where the lands described in Schedule "A" or any part thereof which are subject to this Agreement is conveyed to a person not a party to this Development Agreement, this Agreement shall continue to apply to the lands described in Schedule "A" until discharged by the Municipality;
- c. That this Agreement shall be in effect until discharged by resolution of Council of the Municipality, pursuant to the Municipal Government Act, whereupon the Land Use By-law shall apply to the lands described in Schedule "A";
- d. That the Municipality may discharge this Agreement if the use and conditions described herein has not yet commenced within twelve (12) months of the date of the Agreement;
- e. That the Municipality retains the option of discharging this Development Agreement should any fact provided by the Developer to the Municipality constitute a material misrepresentation of the facts;
- f. That 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; and
- g. That this Agreement shall enure to the benefit of, and be binding upon the Municipality and the Developer, and their successors and assigns.

13. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a. That nothing in this Agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Municipality, or any provincial or federal statutes and regulations, and the Developer agrees to observe and comply with all such existing laws and future by-laws, statutes and regulations in connection with the development and use of the Property; and
- b. That where the provisions of this Agreement conflict with those of any by-law of the Municipality or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

14. OWNERSHIP

- a. The Developer hereby certifies that **Municipal Enterprises Limited** is the sole owner of the property described in attached Schedule "A".
- b. The Developer also certifies that **Municipal Enterprises Limited** has not disposed of any interests in the property and there are no judgements, mortgages, or other liens or encumbrances (unless noted herein), affecting the property.

15. 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.

In the presence of:

Per

MUNICIPAL ENTERPRISES LIMITED

WITNESS

PRESIDENT / RECOGNIZED AGENT

Per

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

WITNESS

SHERRY CONRAD, CLERK

WITNESS

CAROLYN BOLIVAR-GETSON, MAYOR

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I CERTIFY that on the _____ day of _____, 2019,
MUNICIPAL ENTERPRISES LIMITED, caused the same to be executed in its name and on its behalf
and its corporate seal to be thereunto affixed by its proper officers and I have signed as a witness to
such execution.

A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I CERTIFY that on the _____ day of _____, 2019,
MUNICIPALITY OF THE DISTRICT OF LUNENBURG, caused the same to be executed in its name
and on its behalf and its corporate seal to be thereunto affixed by its proper officers and I have signed as
a witness to such execution.

A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA

AFFIDAVIT (CORPORATE)

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

1. I am the Secretary of _____, 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 the _____ and thereby bind the _____.

SWORN TO at _____, _____)
County of _____, _____)
Province of Nova Scotia, _____)
this _____ day of _____, _____) **[Company Name]**
A.D., 2019, BEFORE ME: _____)

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

Per:

Schedule "A"

ALL and singular that certain parcel or tract of land situated, lying and being at Blockhouse in the County of Lunenburg, Province of Nova Scotia and being shown on plan of survey #W-103 dated the 5th day of May, 1992, prepared by Lester W. Berrigan, Nova Scotia Land Surveyor #409 which said lot may be more particularly described as follows:

BEGINNING at a point marked by a survey marker set on the Northeastern sideline (50' from the center line thereof) of public highway #466 the Cornwall Road so called, which said point marks the most Western corner of the herein described lot, the most Southern corner of property of Dale F. Ernst and Marjorie F. Ernst and is located at a bearing of South Forty-six degrees Six minutes One second East (S46°06'01"E) for a distance of Fourteen hundred Forty-two decimal Fifty-seven feet (1,442.57') more or less from Nova Scotia Coordinate Monument #12073.

THENCE from said point so located North Forty-one degrees Fifty-two minutes Thirty-seven seconds East (N41°52'37"E) along property of Dale F. Ernst and Marjorie F. Ernst Two hundred Sixteen decimal Fifteen feet (216.15') more or less to an iron bolt.

THENCE North Forty-one degrees Sixteen minutes Seven seconds East (N41°16'07"E) along property of Calvin Whynot and Marguerite Whynot Three hundred Ninety-five decimal Sixteen feet (395.16') more or less to a survey marker.

THENCE North Forty-one degrees One minute Seventeen seconds East (N41°01'17"E) along property of Calvin Whynot and Marguerite Whynot Three hundred One decimal Forty-five feet (301.45') more or less to an iron bolt.

THENCE South Fifty-nine degrees Two minutes Thirteen seconds East (S59°02'13"E) along property of Letitia N. Veinot Two hundred Fifty decimal Thirty-eight feet (250.38') more or less to a survey marker.

Schedule "A" Continued

THENCE South Sixty degrees Fifty-five minutes Forty-six seconds East ($S60^{\circ}55'46''E$) along property of Letitia N. Veinot Five hundred Seventy decimal Twenty-four feet ($570.24'$) more or less to a survey marker.

THENCE South Forty-one degrees Forty-eight minutes Two seconds West ($S41^{\circ}48'02''W$) along property of Herbert Floyd Zwicker Thirty-two decimal Twenty-three feet ($32.23'$) more or less to a survey marker set on the Northern sideline of public highway #103.

THENCE South Seventy-three degrees Twenty-five minutes Thirty-two seconds West ($S73^{\circ}25'32''W$) along the Northern sideline of public highway #103 Six hundred Seventy-four decimal Forty feet ($674.40'$) more or less to a survey marker.

THENCE South Seventy-one degrees Thirty-one minutes West ($S71^{\circ}31'W$) along the Northern sideline of public highway #103 Two hundred Ninety-nine decimal Forty-seven feet ($299.47'$) more or less to a survey marker.

THENCE South Sixty-five degrees Forty-five minutes Fifty-one seconds West ($S65^{\circ}45'51''W$) along the Northern sideline of public highway #103 Two hundred Fifty-five decimal Twenty-eight feet ($255.28'$) more or less to a survey marker set on the Northeastern sideline (50' from the center line thereof) of public highway #466 the Cornwall Road so called.


THENCE Northwesterly along the curved Northeastern sideline of public highway #466 along the arc of a curve having a radius of 5779.71' an arc distance of One hundred Eighty-nine decimal Forty-six feet ($189.46'$) more or less to a survey marker marking the place of beginning, tie lines between the last two mentioned survey markers described as North Forty-three degrees Fifty minutes Thirty-nine seconds West ($N43^{\circ}50'39''W$) for a distance of One hundred Eighty-nine decimal Forty-five feet ($189.45'$) more or less.

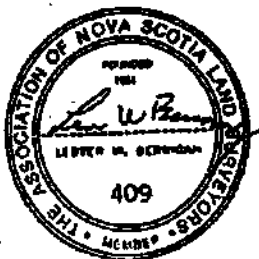
The herein described lot of land contains an approximate area of Ten decimal Sixty-one (10.61) acres more or less.

Schedule "A" Continued

Being and intended to be the remaining portion of property as described in a deed from Terraigh Alexander Clay Dean Ernst to Tyler Clay Ernst dated the 23rd day of February, 1988, recorded at the Registry of Deeds, Bridgewater, Nova Scotia the 24th day of February, 1988 in Book 419 at Page 961.

Survey, Plan and Deed Description
by: Lester W. Berrigan


LESTER W. BERRIGAN





SNOWCREEK
Building Design Solutions Inc.
52 Hornes Road
Eastern Passage, N.S.
Ph: 1 902 233 7237

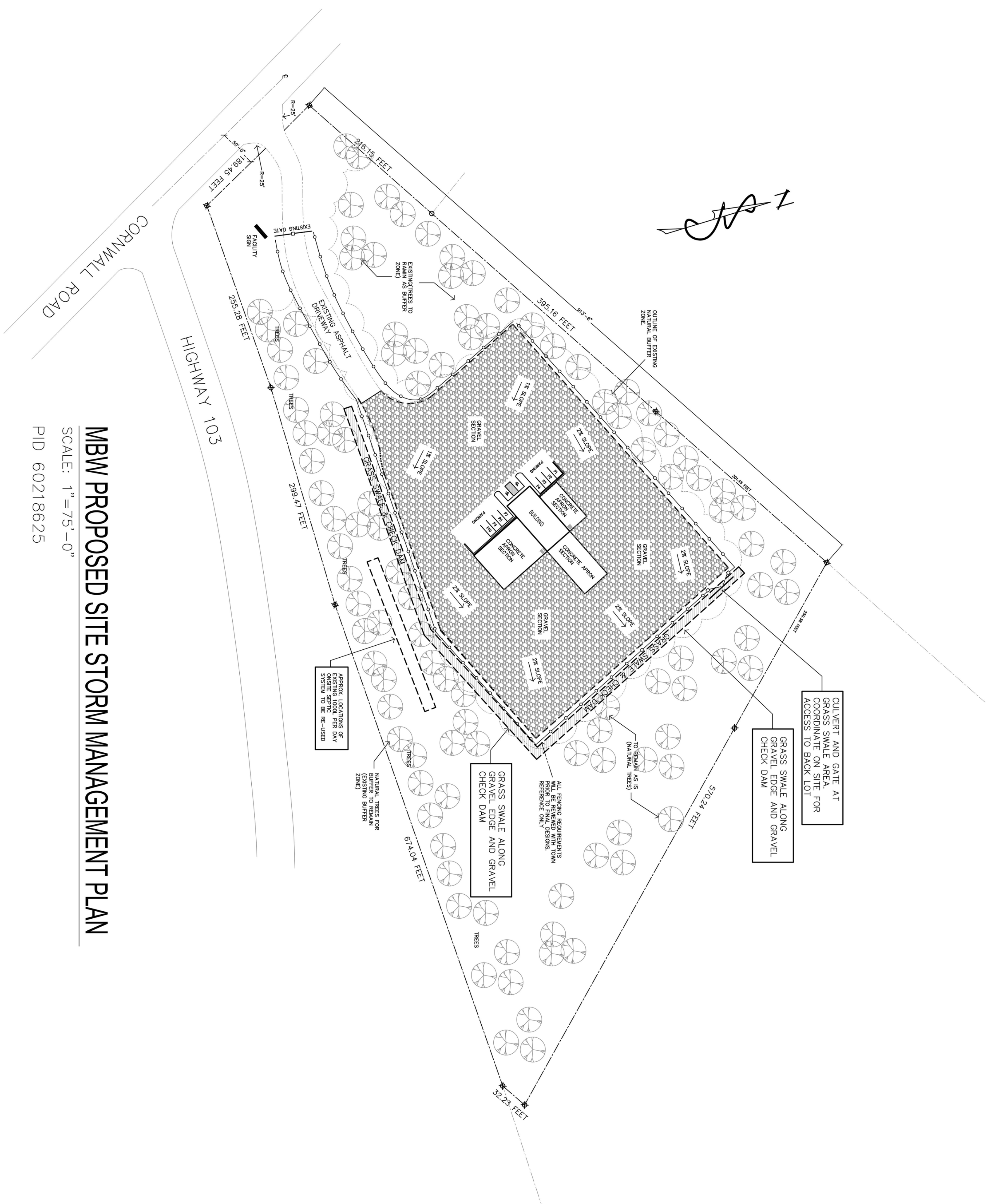
 **EDM**
PLANNING SERVICES LIMITED
2111 Maitland Street, Suite 300
Vancouver, BC V6T 1C7
Tel: 604.681.8276

SITE STORM MANAGEMENT PLAN

6		
5		
4		
3	SUBMISSION SET FOR APPROVAL	14/01/2019
2	SUBMISSION SET REVIEW	12/20/2018
1	FOR PUBLIC MEETING REVIEW	12/04/2018
NO.	REVISIONS	M/D/Y

Date:	DEC. 4, 2018
Scale:	-
Designed By:	-
Reviewed By:	-

STM-1



MBW PROPOSED SITE STORM MANAGEMENT PLAN

SCALE: 1"=75'-0"

PID 60218625