

## **Public Hearing**

May 14, 2023

Town Hall, Council Chambers

6:30pm

### **AGENDA**

#### **1. Call to Order**

#### **2. Public Hearing**

106 Commercial Street Development Agreement, Applicant Rydel Homes Ltd

- a. Overview of Proposal
- b. Public Input
- c. Written Submissions
- d. Comments from Applicant

#### **3. Adjournment**

Report to Council – Development Agreement Application for 106 Commercial Street (PID 55240022)	
Prepared by:	Ben Croll of Brighter Community Planning
Subject:	Development Agreement Application for 106 Commercial Street (PID 55240022)
Date:	April 2 <sup>nd</sup> , 2024
Purpose:	For Council to consider entering into a Development Agreement to permit the development of 16 residential units in two buildings at 106 Commercial Street.
Motion	<b>That Council give First Reading to enter into a development agreement with Rydel Homes Ltd to permit the development of 16 residential units at 106 Commercial Street and forward the application to a public hearing.</b>

## Part 1: Background

### 1.1: Introduction

Property Owner(s)	Rydel Homes Limited
Applicant	Riley Peckford
Civic Address	106 Commercial Street
Designation	Residential
Zone	R1
Subject Property Area	41, 548 ft <sup>2</sup>
Existing Land Use	Residential – Single Unit Dwelling
Adjacent Land Use	A low-density residential area with the United Church Camp Meeting to the West and Grandview Manor to the East.

### 1.2: Location

The Subject Property is located on Commercial Street in the southern section of the town’s boundaries. Although primarily in a low-density residential area, there are two large institutional uses adjacent to the property. To the east, directly across Commercial Street, is the Berwick Campgrounds. The property to the north is the entrance to the Grandview Manor which lies to the east of the Subject Property. The Commercial District and access to the Harvest Moon Trail is within a 10-minute walking distance to the north.

The property is designated Residential (R) and zoned Residential Single Unit (R1). There is currently a single unit dwelling on the Subject Property, which will be demolished if the proposed development proceeds. The Subject Property is mainly cleared and grassed with a tree line bordering the south and east property lines. There are no easements, burdens, or significant environmental features on the lot.

Context Map for 106 Commercial Street



Figure 1 Context Map

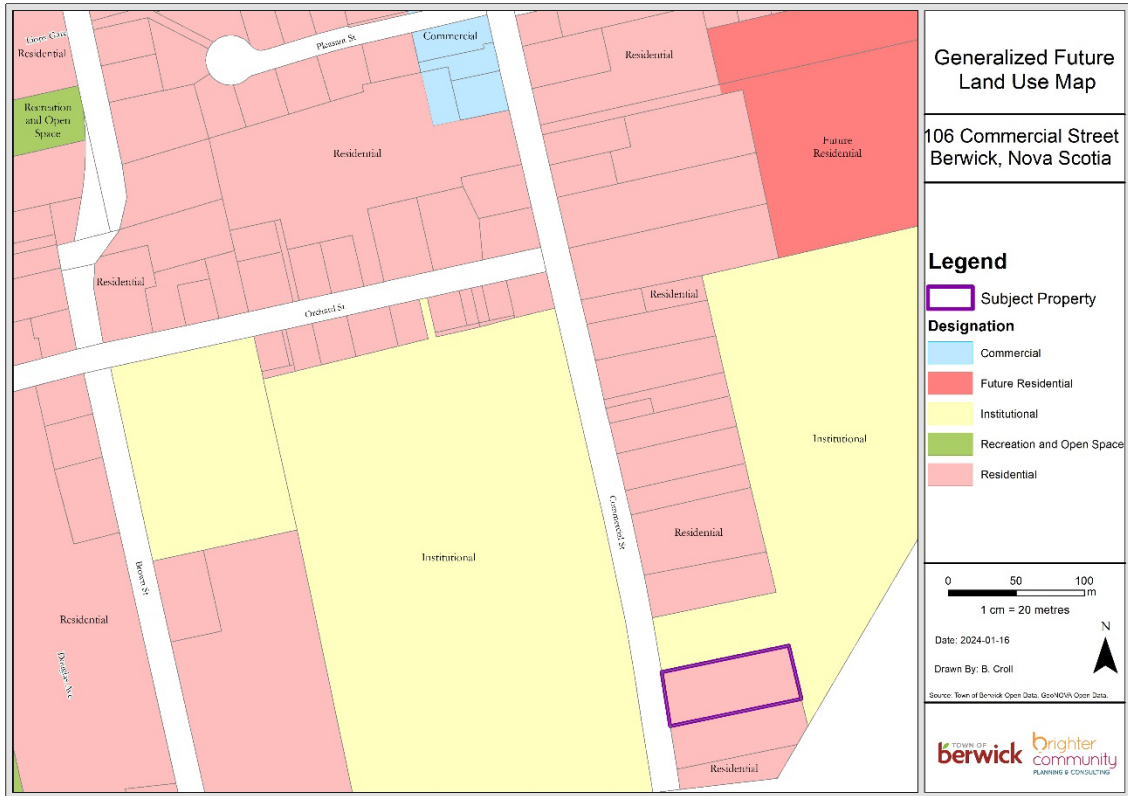


Figure 2 Generalized Future Land Use Map

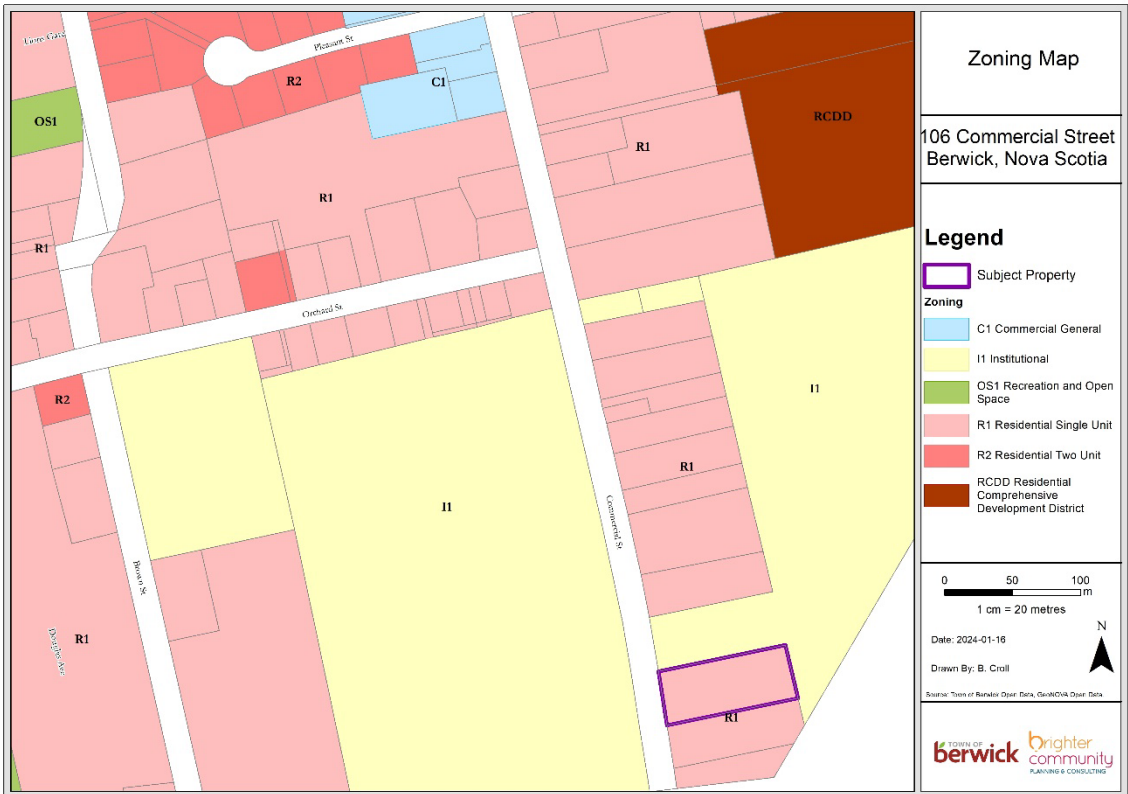


Figure 3 Zoning Map

### 1.3: Background

The owner of the property is Rydel Homes Limited, but the Development Agreement has been submitted by Riley Peckford. Scott Peckford, Riley's father, is an owner of Rydel Homes Limited. The Town of Berwick received the Development Agreement application on January 11<sup>th</sup>, 2024.

### 1.4: The Proposal

The applicant originally applied for 20 units within 3 buildings but amended the application to be more consistent with the Town of Berwick Municipal Planning Strategy ("MPS") policies. More specifically, regarding the compatibility criteria with the surrounding area. The amended application is now seeking a Development Agreement to permit 16 units over 2 buildings on the site. The proposed buildings are two-storeys in height with each containing 8 units. There will be one entryway off Commercial Street that will lead to the development's parking lot containing a total of 25 parking spaces. This parking lot will include 4 accessible stalls and 4 EV charge stations. There is a proposed fence on the south property line to provide a sense of separation and privacy to the adjacent resident. There is a proposed fence and landscaping fronting Commercial Street to enhance the streetview of the development while a green buffer is proposed on the north abutting the Grandview Manor entrance.

This applicant is proposing to leave the rear of the property vacant to help more effectively manage stormwater and to provide amenity space for the residents.

Each unit is approximately 880 ft<sup>2</sup>, resulting in approximately 7,040 ft<sup>2</sup> per building. With a proposed 16 units on the lot, this results to a gross density of 16.8 units/acre. The applicant intends to market this development to younger family and the workers of Grandview Manor.

See Appendix A for site plan.

## Part 2: Policy Analysis

When considering Development Agreement applications, the policies of the MPS guide decision making. The property is designated Residential on the Future Land Use Map. Within this designation, Policy R8 allows for the development of multi unit buildings. Policy R8 also helps guide the development of new multiple unit dwellings or grouped dwellings on a single lot only by Development Agreement subject to the general enabling policies of Policy IM7. Policy R9 establishes the specific compatibility criteria for evaluating proposals. The chart in Appendix B addresses each policy separately.

The main policies for consideration by Council are related to ensuring compatibility of uses. Compatibility does not mean mimicry of a building, but rather considers if the development integrates well with the existing built form in the area. To assess compatibility, the policies of R9 speak to issues such as landscaping, building heights, roof line, window places and other similar issues.

Section 2.3 of the MPS provides direction regarding residential development. The MPS states that Berwick will promote new residential development that provides a variety of housing options, affordability, be respectful of the character of existing neighbourhoods, and to accommodate growth.

## 2.1: Consistency with existing development

To the north and south of the property is a series of single unit dwellings with a height mixture of single and two storeys. Although the proposed buildings are larger than the surrounding single unit dwellings, they do not exceed two storeys in height. The opaque fence on the south property line will further differentiate the proposed multi unit dwellings to the adjacent single unit dwelling.



*Figure 4 Single Unit Dwellings to the South*

To the west, across Commercial Street, is the United Church Camp Meeting that is surrounded by a wooded fence. The proposed fence and landscaping of the development fronting Commercial Street provides consistency with the neighbourhood along with a buffer to the multi unit building.

To the north of the property is the entrance to Grandview Manor. This entrance is mainly cleared with a selection of trees throughout. The proposed development will transition from that landscape to the multi unit building by implementing a natural buffer of shrubs and trees.

Due to the layout of the buildings running lengthwise of the property, the exterior design does not present any concerns with the consistency of the neighbourhood. Only one side of an 8-unit building will be facing Commercial Street, which will be subdued by a fence and landscaping.

Initially, the developer applied for a total of 20 units within 3 buildings. Staff considered this density excessive for the site and requested that the developer resubmit with a lesser density. The current request includes a reduction in density, building massing, and parking. It also includes additional details on landscaping, buffering, and recreational space.

## 2.2: Parking

The Land Use Bylaw requires a minimum of 1.5 parking spaces per unit. The proposed development will have one parking area with maximum of 25 parking stalls resulting in a parking ratio of 1.6 stalls per unit. However, the draft Development Agreement proposes a minimum of 20 parking stalls resulting to a parking ratio of 1.25 stalls per unit.

## 2.3: Implementation Policies (IM7)

The implementation policies were reviewed and no issues arose. The property will be serviced by municipal sewer and will require an onsite well.

## 2.4: Public Information Meeting Summary

A Public Information Meeting (PIM) was held on February 6<sup>th</sup>, 2024, to get feedback on this application. The purpose of a PIM is to identify public issues of concern so that these concerns, if possible, can be addressed through the approval process or within the Development Agreement

itself.

Approximately 17 people attended the PIM. Overall, there were two major concerns that were identified: Accessibility and stormwater management. The following chart provides a summary of the concerns, the staff or developer comments, and if (or how) the draft Development Agreement will respond to the issue.

Concern raised by the public	Staff or Developer Comments	Addressed within the DA
Concerns that the units will be built in an accessible manner	The units will be built to the accessibility requirements in the current building codes. The units will also be electric heated with heat pumps.	This is regulated by the Building Code and the DA does not address this issue.
The amount of hard surfacing and how this will impact stormwater management	Stormwater must be managed on site according to provincial and Town requirements.	Section 3.2 of the DA requires a stormwater management plan acceptable to the Town

## 2.5: Summary

The proposal has been reviewed against the policies of the MPS. Although the proposal is denser than the surrounding properties, the site plan and elevations (see appendix B) demonstrate a layout that is generally consistent with the character of the neighbourhood using criteria such as roof lines, height, buffering, and landscaping. Furthermore, it will provide much needed housing to the town and province. The town's infrastructure is capable of supporting the development.

## Part 3: Draft Development Agreement

The draft Development Agreement is attached and has provisions regarding the use and references the site plan. Key components of the Development Agreement:

- Two (2) eight-unit residential buildings
- Water withdrawal permit, if required, is needed before a development permit can be provided.
- A drainage plan that is acceptable to the Town Engineer
- A servicing connection plan that is acceptable to the Town Engineer
- Must comply with parking regulations of section 5.26 of the Land Use Bylaw. The entryway shall not be less than 7 meters in width.
- The minimum number of parking spaces of 20 units
- No development shall occur in the area shown as “the Stormwater Management Area” as shown on the Site Plan
- Buffering and landscaping requirements
- Commencement date of 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office
- Completion date of 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office

## Part 4: Recommendation

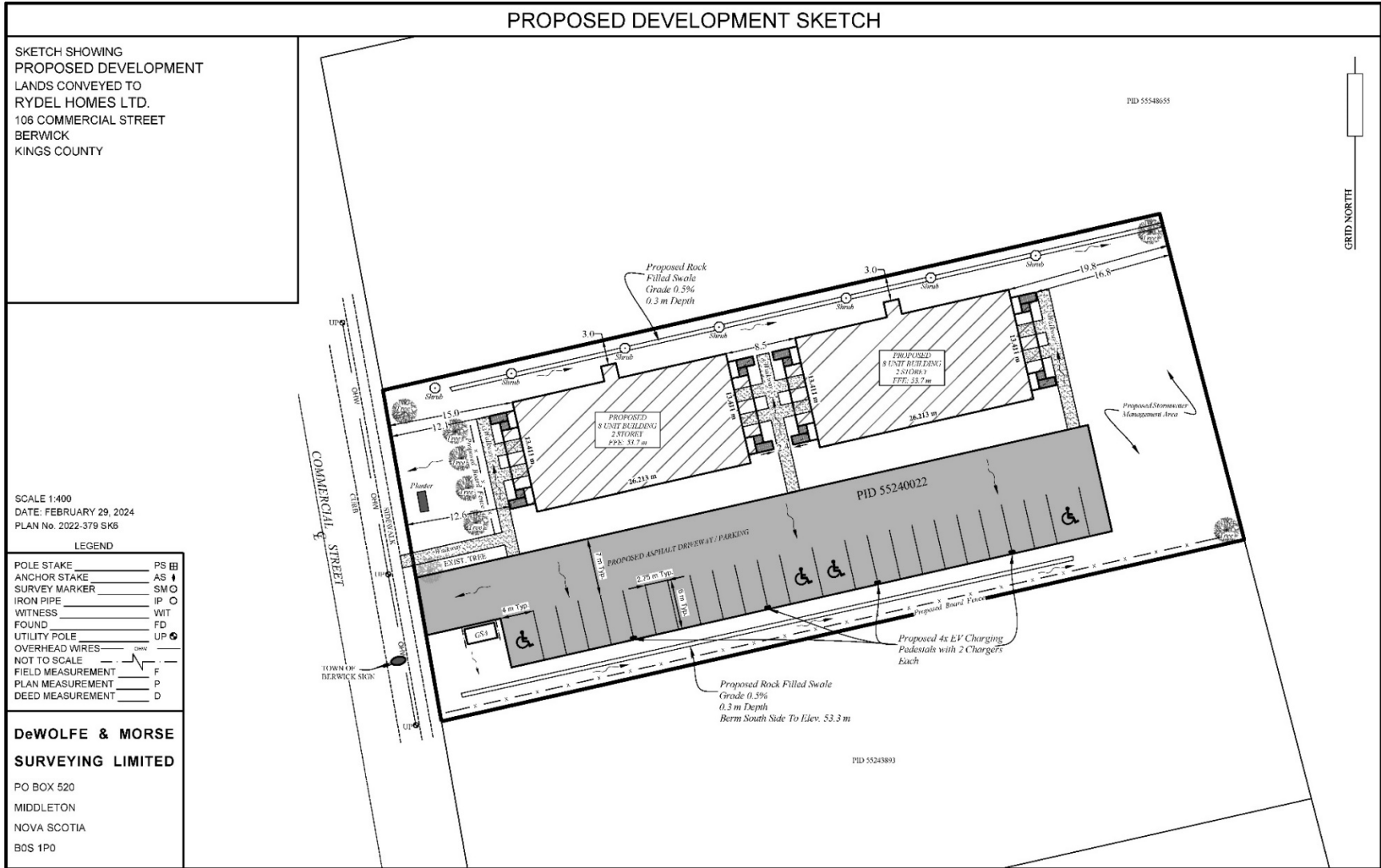
The subject lands are in a primarily low-residential area with Grandview Manor to the north and

east of property, and the Berwick Campgrounds to the west. From a municipal perspective, maximizing the use of existing infrastructure such as streets and underground pipes is a positive. New development that does not entail the municipality assuming new streets and services is fiscally and environmental beneficial.

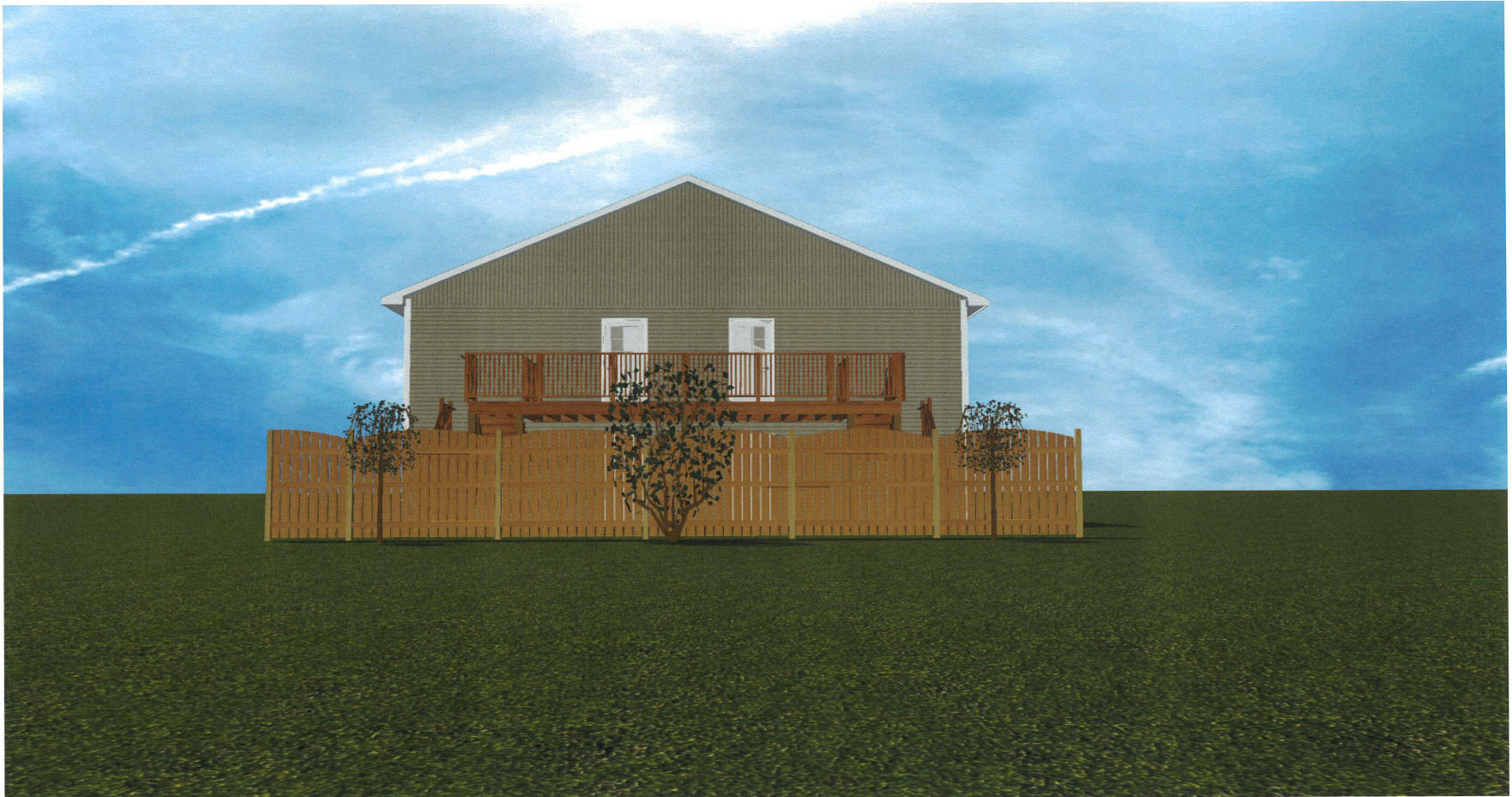
After a review of the applicable policies, the specifics of the site, the receipt of internal departmental comments and the information received from the public information meeting and applicant, planning staff are recommending the following motion for PAC's consideration:

**That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.**

# Appendix A



## Appendix B



## Appendix C

Policy R8. It shall be the intention of Council to consider the development of new multiple unit residential dwellings containing four (4) or more units or grouped dwellings on a single lot only by Development Agreement subject to the criteria contained in Policy IM7.	
Policy R9. It shall be the intention of Council to zone all existing residential structures containing four (4) or units and/or existing grouped dwellings located on a single lot as Residential Single Unit (R1). Expansion or redevelopment of existing residential structures containing four (4) or more units and group dwellings on a single lot shall be considered only by Development Agreement. In addition to the criteria contained in Policy IM7, Council shall give consideration to the following when reviewing applications for the development of multiple unit dwellings:	
(a) That the proposed structure is generally compatible with existing dwellings on adjacent properties;	Proposal compatible with adjacent properties and neighbourhood.
(b) That the design of the proposed structure and site reflects and is consistent with adjacent existing dwellings with respect to:	
(1) Building Mass;	Building mass is larger than surrounding dwellings, but generally consistent. The buffering and landscaping helps reduce the impact.
(2) Relationship to and setback from the street line	Only one side of a building will be fronting the street line. The buffering and landscaping will enhance the streetview.
(3) Roof line heights and orientations;	Orientation differs than surrounding properties, but height is generally consistent.
(4) Building Height:	The proposed development consists of two-storey buildings keeping the building height compatible with the neighbourhood dwellings.
(5) Placement and Proportions of window and door openings along the primary façade;	Due to the placement of the development, windows and door openings are parallel to the frontage. The side that is fronting Commercial street will be subdued with buffering and landscaping.
(6) Location of on-site parking	The parking lot will be located parallel to the buildings.
(7) Landscaping and landscape treatment	Landscaping will be provided as shown

	on the site plan. This includes natural buffers, walkways, and a recreational area. Fence/landscaping to be added in front of garbage.
<b>IM7</b> In considering amendments to the Land Use By-law and/or the entering into a Development Agreement, in addition to the criteria set out in various policies of this Strategy, Council shall consider:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations:	Proposal is generally consistent with the Municipal Planning Strategy, Land Use Bylaw, and all other Town By-Laws.
(b) That the proposal is not premature or inappropriate by reasons of:	
(1) The financial capability of the Town to absorb any costs relating to the development	No known impact. The end use will be a financial benefit to the Town, increase density on existing infrastructure and contribute to the tax base without increase infrastructure costs.
(2) The adequacy of sewer and ground water to support the proposed density of development;	No concerns. Approval from NSE for the private sanitary sewer connection is required upon permitting.
(3) The adequacy and proximity of school, recreation, and other community facilities;	No concerns.
(4) The adequacy of road networks adjacent to, or leading to the development;	No concerns.
(5) The potential for the contamination of watercourses or the creation of erosion or sedimentation	No concerns. A drainage plan demonstrating the net zero requirement is required upon permitting.
(6) The potential for damage to or destruction of historical buildings and site;	N/A
(c) That controls are contained in a Land Use By-law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(1) Type of use;	Use is permitted by development agreement, subject to policies.
(2) Emissions including air and water pollutants and noise	No controls required.
(3) Height, bulk and lot coverage of proposed building	Bulk is larger than surrounding dwellings, but generally consistent. The buffering and landscaping helps reduce the impact.
(4) Traffic generation, access to and egress from the site, and parking;	Proposed development circulated to the traffic authority and no issues arose.
(5) Open storage	N/A
(6) signs	N/A
(7) similar matters of planning concern;	
(d) The suitability and development costs of the proposed site in terms of steepness of grades,	No impact.

soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors;	
(e) That provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Installation of board fence and shrubs for buffering between adjacent neighbour.
(f) That the development is located so as not obstruct any natural drainage channels or watercourses	N/A

This Development Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,2024

Between:

**Rydel Homes Limited**, in Kingston, 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 known as 106 Commercial Street in the Town of Berwick (PID 55240022) 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 the construction of two 8-unit residential buildings on the Property;

AND WHEREAS Policy R8 of the Town of Berwick Municipal Planning Strategy requires that new multiple unit residential dwellings containing four (4) or more units on a single lot to 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, lot 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 agree(s) 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) *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.
- b) *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(s)
- b) Schedule B: Site Plan

**3.2 Requirements Prior to approval**

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Submission of a site plan that
  - Generally complies with the Site Plan in Schedule B
  - Includes a fence and landscaping that includes an opaque fence with shrubs on the side of the building fronting Commercial Street, and the garbage disposal area
  - Demonstrates the utility pole and Town of Berwick sign are not obstructed
- b) Must comply with parking regulations of section 5.26 of the Land Use Bylaw. The entryway shall not be less than 7 meters in width
- c) The minimum number of parking spaces of 20 units
- d) The side setback on the north side of the building shall not be less than 3 meters
- e) No development shall occur in the Stormwater Management Area as shown in Schedule B
- f) A drainage plan that is acceptable to the Town Engineer
- g) A servicing connection plan that is acceptable to the Town Engineer

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

- Two (2) eight-unit residential buildings
- All uses provided in the R1 zone in the Land Use Bylaw, as amended from time to time.

3.3.2 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.

## **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.

## **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) Changes to landscaping and buffering requirements
- b) Changes to the Timing and Completion of 6.3 and 6.4

### **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.

## **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 at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **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 are the subject of this Agreement until this Agreement is discharged by Council.

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

### **6.3 Commencement of Development**

6.3.1 In the event that development on the Property has not commenced within 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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.

### **6.5 Discharge of Agreement**

- 6.5.1 If the Developer fails to complete the development after 5 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; or
  - c) discharge this Agreement.

## **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 hour 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;
  - 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; or
  - d) In addition to the above remedies, the Town reserves the right to pursue any other 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 12 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 the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties 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:

Riley Peckford  
BO Pox 130  
Kingston, Nova Scotia  
Rileypeckford@gmail.com

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**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Scott Peckford, President of Rydel Homes Limited

**Town of Berwick**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

DRAFT

## Schedule "A", - Property Description

ALL that certain lot of land and premises situate on the East side of Commercial Street (opposite the Camp Meeting ground) in the Town of Berwick, in the County of Kings, and Province of Nova Scotia, bounded and described as follows:-

BEGINNING at a stake and stones on the East limit of Commercial Street (formerly sometimes called Main Post Road), at the Northwest corner of lands formerly in possession of Joseph Lovelace;

THENCE Easterly along the North side line of said lands formerly of Joseph Lovelace, eighteen (18) rods to a stake and stones;

THENCE North 6 Degrees East, ten (10) rods (along the rear of the lots) to a stake and stones;

THENCE North 85 Degrees, West eighteen (18) rods to a stake and stones on the East limit of said Commercial Street;

THENCE South 6 Degrees West along the East limit of said Commercial Street ten (10) rods to the place of BEGINNING.

SAVE AND EXCEPTING thereout and therefrom a certain piece of land on the South side of the lot above described, having a frontage of 2 rods and a depth of 18 rods, conveyed by Cecil Huntley and wife to Paul Wilson in April, 1965 more particularly described as follows:

BEGINNING at the point where the North line of lands of Fred T. Cleveland, occupied by Aubrey Day, intersects the East limit of the Street;

THENCE Northerly along the East limit of the Street two (2) rods to a stake;

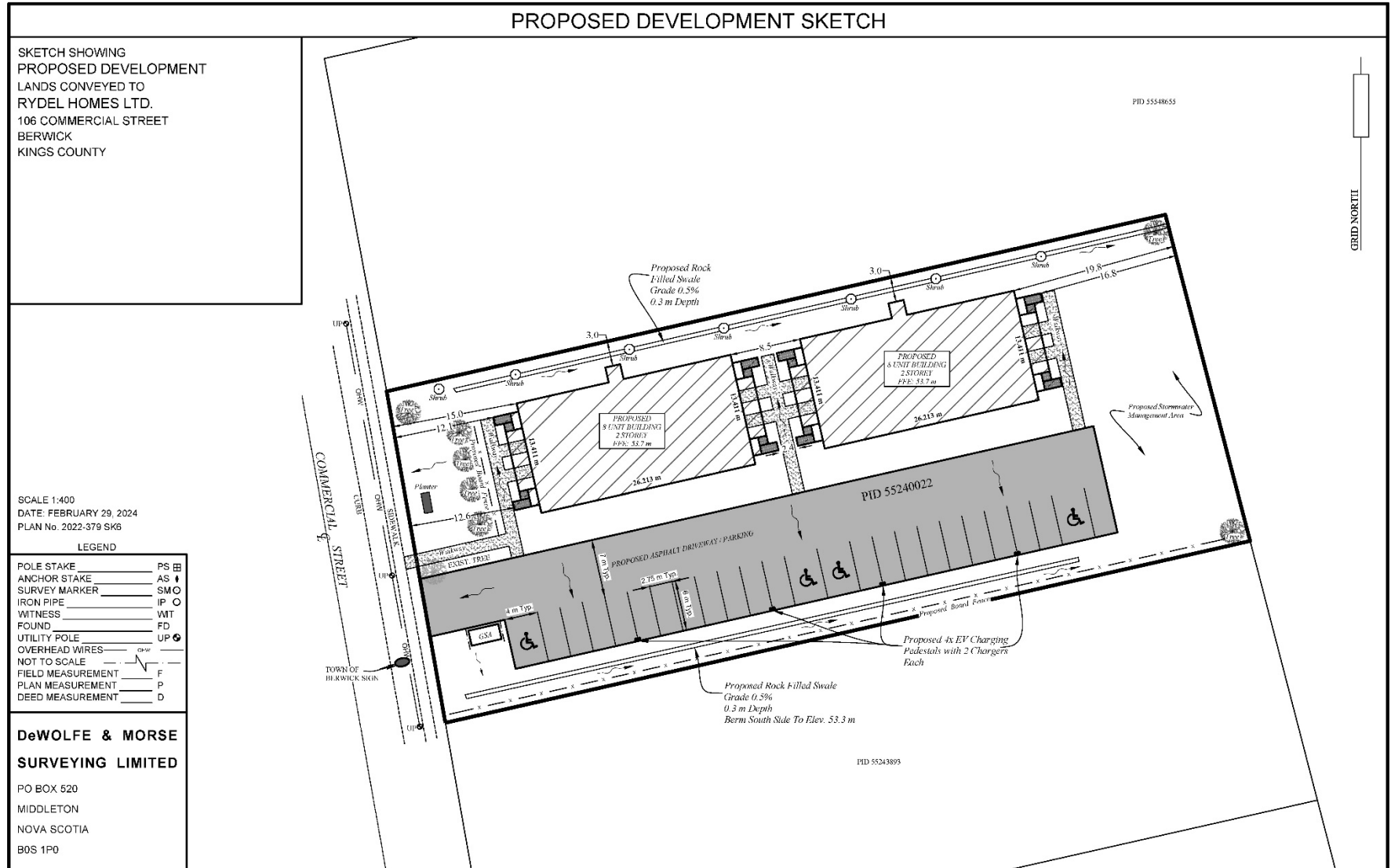
THENCE Easterly and parallel to Clevelands North Line eighteen (18) rods to a stake on the West line of lands of Minas Basin Pulp & Power Co. Ltd.;

THENCE Southerly along the West line of lands of said Company two (2) rods to the North line of lands of Fred T. Cleveland;

THENCE Westerly along Clevelands North line eighteen (18) rods to the place of beginning.

BEING AND INTENDED TO BE Lot 1 of those lands as conveyed from Gladys Boylan to Cecil P. Huntley and Elenora Marie Huntley as Joint Tenants by Deed dated the 25th day of January, A.D., 1966 and recorded at the Registry of Deeds, Kentville, in the County of Kings, Province of Nova Scotia in Book 246, at Page 316 on the 8th day of March, A.D., 1966.

# Schedule "B", - Site Plan



## Public Information Meeting Minutes

Development Agreement - Rydel Homes Ltd.

106 Commercial Street (PID 55240022)

February 6, 2024

### Attendance:

Members of the Public: 6

### Councillors in Attendance:

Mayor Don Clarke

Deputy Mayor Mike Trinacty

Councillor Ty Walsh

Councillor Rod Reeves

Councillor Adam Lutz

Councillor Chris Goddard

Councillor Derrick Jamieson

### Planning Advisory Committee Attendees:

Rod Reeves (Chair), Adam Lutz, Ty Walsh, Kelly Branton, Joan Laveck

### Developer:

Scott and Riley Peckford, Rydel Homes Ltd.

### Staff:

Jen Boyd, CAO; Ben Croll, Development Officer; Krista Longmire, Planning Services Coordinator

Development Officer, Ben Croll, gave an overview of the development agreement application, including proposed site plans, conceptual drawings, and an approximate timeline for the development agreement process.

Mr. Croll asked for any questions regarding the development.

1. Joan Levack, 268 Commercial Street

- Provisions in the development agreement with a requirement for accessible units
- Electric car charging stations at location
- Garbage storage
- Heat source for units

2. Deputy Mayor Mike Trinacty

- Wondering if there are any policies in the current MPS/LUB regarding barrier-free living spaces. **No, this falls under the building code.**

- Were neighbours notified of the meeting/development. **Yes, all within a 100-meter radius, including those outside the Town of Berwick boundary.**
3. Peter Giffin, 128 Mill Street
    - Not familiar with the planning process and wondered if this meeting (PIM) was the last chance for public input on the development. **Mr. Croll explained the application process and informed that there is another chance at the Public Hearing.**
  4. Kelly Branton, 231 Main Street
    - Concerned about the amount of new hard surfaces with the development and resulting stormwater management issues that may arise. **Stormwater management will be resolved as throughout the application process.**
  5. Councillor Derrick Jamieson
    - Wondering if there is storage for the units – sheds. **No storage units being currently proposed.**

Scott Peckford from Rydel Homes Ltd. addressed some of the concerns that were raised. Their units are built to the accessibility requirements in the current building codes. They will have wiring in place for electric charging stations and garbage bins at the back of the property. When considering this development, their target audience will be working families. The units will be electric heat with heat pumps; unfortunately, solar is not affordable at this time. Mr. Peckford is pleased with the application process.

The public information meeting for the development agreement application at 106 Commercial Street, Berwick ended at 7:08 pm.