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TO: Mayor and Council

FROM: Jill McGillicuddy, Senior Planner, Community Planning

SUBJECT: Application for a Development Agreement to permit a Multiple Unit Dwelling  
Development at 104 Vimy Road, Bible Hill, PIDs 20068540, 20287702, and 20479226

DATE: September 24, 2026

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On August 5, 2026, the above referenced application was presented to the Colchester Planning Advisory Committee (PAC) for their review and recommendations. Upon receiving presentations from the applicant, zzap Consulting Inc, staff and hearing public comment, the following motion of recommendation was passed by PAC:

“THAT the Committee recommends that Council give First Reading for the Development Agreement application with six recommendations for consideration and authorize a public hearing.”

The six recommendations include:

- Reduce Building 4 from six storeys to four storeys
- Addition of fencing along Hillcrest Avenue
- Further review of the Stormwater Management Plan for adequacy
- Prohibit balconies adjacent (facing) Hillcrest Avenue
- Provision of additional parking
- Provision of an emergency exit

The following table outlines the applicant’s response and staff’s recommendation to each of the recommendations from PAC:



| PAC Recommendations                        |                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PAC Recommendation                         | Applicant's Response                                                                                                                                                                 | Staff's Recommendation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Building 4 – Reduce Storeys                | zzap Consulting Inc., on behalf of their client has provided revised drawings outlining the reduction of two storeys from Building 4 with an additional storey added to Building 2A. | <p>Staff recommend this amendment to the agreement. Municipal Public Works and Truro Water Utility have reviewed the amended engineering drawings and have found it acceptable. Detailed drawings will be required prior to the issuance of a development permit.</p> <p>With the recommendation of reduction of two storeys from Building 4 with an additional storey added to Building 2A the information as outlined in Schedule "E" is no longer applicable. Therefore, Schedule "E" is omitted from the revised draft Development Agreement.</p> <p>As outlined in the Development Agreement, the developer will be responsible to ensure the requirements as outlined by the Town of Truro Water Utility are met, including adequate water supply and pressure for fire suppression.</p> <p>Additionally, upon applying for a building permit, the application will be reviewed in accordance with the Building Code Act, Fire Safety Act, the Building Code By-law and any other legislation, regulation or by-laws that applies to the project.</p> |
| Addition of fencing along Hillcrest Avenue | zzap Consulting Inc., on behalf of their client does not agree with this recommendation.                                                                                             | Staff have reviewed the recommendation and recommend that Council not include this requirement. The existing 20m of vegetation is to be maintained. Additionally, a detailed landscaping plan is required for each proposed parcel that will delineate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               |                                                                                                                                                                                                                                                                                                    | screening from adjacent property owners.                                                                                                                                                                                                                                                                                                                                                                                                           |
| Further review of the Stormwater Management Plan for adequacy | On behalf of zzap Consulting Inc. Able Engineering has provided an updated Stormwater Management Plan that provides additional information on the methodology used for approximating the detention storage volume of the stormwater pond. The technical aspects of the plan have not been amended. | <p>The updated storm water management plan was forwarded to Municipal Public Works for information purposes.</p> <p>A detailed stormwater management design will be required prior to the issuance of a development permit.</p> <p>Staff do not recommend any further analysis of the stormwater management plan at this time as the methodology is sound and meets the requirement for pre and post development stormwater run-off balancing.</p> |
| Prohibit balconies adjacent (facing) Hillcrest Avenue         | The applicants agree to this revision.                                                                                                                                                                                                                                                             | Staff recommends this revision.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Provision of additional parking                               | The applicants have indicated they would consider potential gravel parking within the driveway access.                                                                                                                                                                                             | <p>Staff does not recommend this proposed amendment. The Development agreement provides for a minimum of 1 parking space per unit. There is provision for bike lockers and this area would be serviced if public transit becomes available.</p> <p>Should additional hard surface (asphalt, concrete) parking be developed there would be additional storm water runoff which is not a preferred option.</p>                                       |
| Provision of emergency exit                                   | The applicant does not agree with this recommendation.                                                                                                                                                                                                                                             | Staff does not recommend this proposed revision. There is no policy support to require a second exit.                                                                                                                                                                                                                                                                                                                                              |

Attached is a revised draft development agreement reflecting the above outlined recommended revisions and including staff's recommendations. The amended text is highlighted in red for review.

# DEVELOPMENT AGREEMENT

THIS AGREEMENT made this       day of       , A.D., 2026

## **BETWEEN:**

BLOWERS AND GRAFTON DEVELOPMENTS LIMITED

(herein called the "Developers")

OF THE ONE PART

## **AND**

THE MUNICIPALITY OF THE COUNTY OF COLCHESTER, a municipal body corporate, of the Province of Nova Scotia,

(herein called the "County" or "the Municipality")

OF THE OTHER PART

WHEREAS the Developers wish to obtain permission to establish a development consisting of five (5) residential buildings, totalling 260 units within the proposed development located on lands in the Municipality pursuant to the provisions of Policies 4-49, 6-23, 6-24, 6-25, 6-26, and 6-27 of the 2025 Colchester Municipal Planning Strategy;

AND WHEREAS the Developers plan to present a plan to consolidate and then subdivide the Lands into four (4) parcels ("Consolidation and Subdivision Plan");

AND WHEREAS it is a condition of the granting of approval of Council that the Developers enter into an agreement with the Municipality;

AND WHEREAS the Council, at its meeting on the XX day of       , 2026, approved the said contract development to permit the establishment of a multi-unit residential development subject to entering into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the granting by the Municipality of the Development Agreement requested by the Developers, the parties hereto agree as follows:

1. The Developers are the registered owners of the land bearing Property Identification Numbers 20068540, 20287702, 20479226, and 20477196, more particularly described in Schedule "A" attached hereto (hereinafter called the "Lands").

2. The permitted uses of the Lands for the duration of this Agreement shall be restricted to those identified expressly in this Agreement.
3. The Schedules attached to this Agreement form part of the Agreement and the Developers shall comply with any and all specifications, plans and requirements contained therein.
4. The Developers shall be responsible for and shall develop and maintain the site in accordance with Schedules "B", "C", "D", and "E" attached hereto and specifically the use of the Lands be restricted to:

a) **Five (5) residential buildings consisting of:**

- Building 1 – 33 units
- Building 2a – 86 units
- Building 2b – 64 units
- Building 3 – 33 units
- Building 4 – 44 units

**Totalling – 260 units;**

b) Notwithstanding Section 4(a), the number of units permitted per building may be varied provided:

- the total number of units for the development remains at 260 units or less
- Parking is provided and maintained at a ratio of one (1) space/unit for each building
- The stories per building as outlined on Schedule B(i) shall not be increased
- All development of structures shall be in accordance with the Building Code Act, Fire Safety Act, the Building Code By-law and any other legislation, regulation or by-laws that applies to the project

c) An amenity/meeting space in each building or on the rooftop of each building shall not exceed 186 square metres (2000 square feet) per building, excluding floor area for mechanical equipment or circulation

d) Accessory uses

5. The Developers shall construct the development in accordance with the attached Schedules, or revised versions thereof that are approved by the Municipality:

Schedule "B(i)" - Concept Plan showing the location of roads, adjacent properties, the area of land subject to this Agreement, driveways and parking areas, the location of all buildings, open space and landscaping features.

Schedule "B(ii)" - Landscaping Plan showing the general location of the trails, community garden, soft landscaping, and hard landscaping. In accordance with Section 9(c), a detailed landscape plan is

required prior to issuance of a development permit.

Schedule "B(iii)" - Preliminary Easement Plan outlining the general location of required easements, scope/purpose of easements, and identification of the parcel(s) that is/are burdened and benefitted. In accordance with Section 9(d) all required easements will be registered at the time of subdivision.

Schedule "B(iv)" - Preliminary Consolidation and Subdivision Plan generally illustrating the boundaries for the four parcels. In accordance with Section 9(e) a final Consolidation and Subdivision Plan shall be submitted for approval and registration

Schedule "C" - Engineering drawings (storm-water management, sanitary and water)

Schedule "D" - Floor Plans and Elevations of the Buildings

~~Schedule "E" - Sprinkler and Standpipe Preliminary Design Report  
Prepared by RJ Bartlett Engineering, April 25, 2025~~

6. It is and remains the Developers' obligation to ensure the development and construction meet all regulatory requirements and should it become apparent that any of the schedules require revisions they will immediately inform the Municipality, which shall assess whether the revisions are consistent with the Development Agreement
7. If, in the reasonable opinion of the Development Officer, substantial construction of at least one (1) building in the Development has not commenced within 3 years of the execution of this Agreement, the Development Officer may bring a motion to terminate the Agreement at a meeting of Municipal Council. For purposes of this paragraph, site preparation work alone shall not normally constitute commencement of substantial construction, but the establishment of roads or sewer services or foundation work shall constitute commencement of substantial construction.
8. If construction of the Development is not substantially completed, in the reasonable opinion of the Development Officer, with the site work and buildings completed in ten (10) years of the date of execution, the Municipality may: (a) extend this Agreement; (b) negotiate a new Agreement; (c) terminate the Agreement; or (d) require the Developer, at the Developers' expense, to remove structures or partial structures from the Lands, and to grade the Lands to a reasonable standard of safety, hygiene, and aesthetic appearance and discharge this Agreement.
- 9 (a) Except as expressly authorized by the provisions of this Agreement, the Development shall comply with the provisions of the Municipality of Colchester Land Use Bylaw and Subdivision Bylaw. Notwithstanding anything contained in this Agreement, the Development shall comply with the Building Code Act, Fire Safety Act, the Building Code By-law and any other legislation, regulation or by-laws that applies to the project.

- (b) (i) Further to Schedule D, the floor plans shall be high-level with amendments being permitted as detailed building designs are finalized

(ii) Further to Schedule D, no balconies shall be permitted adjacent (facing) to Hillcrest Avenue.

(ii) Notwithstanding Section 5, the arrangement of windows, balconies, rooflines, and exterior features as shown on Schedule D may be altered to accommodate the interior layout of the building and exterior materials may be altered provided the arrangement is consistent with the general architectural intent of the schedule

- (c) Prior to the issuance of a development permit, a detailed landscaping plan in respect of the parcel upon which the applicable building is located, shall be submitted for approval by the Development Officer. This plan shall delineate all landscaping features such as a combination of trees, shrubs, flowers, grass, or other horticultural elements, decorative stonework, paving stones, screening or other architectural elements, all of which are designed to enhance the visual amenity of the Lands and to provide screening from adjacent property owners. This plan shall be prepared and certified by a professional landscape architect in good standing with the Canadian Society of Landscape Architects.
- (d) In recognition of the intended Consolidation and Subdivision Plan, the Developers commit that they will prepare and register within the Land Registry the easement documents to implement the easements as generally illustrated on Preliminary Easement Plan, Schedule B (iii), or any revised version approved by the Municipality. The Preliminary Easement Plan, or any revised version approved by the Municipality, shall be registered with any plan of subdivision providing for the subdivision of the Lands.
- (e) Prior to the issuance of a development permit, a final Consolidation and Subdivision Plan shall be submitted to the Development Officer for approval and registration. The Consolidation and Subdivision Plan shall meet the requirements as outlined in the Municipal Subdivision Bylaw, excepting the lot frontage requirements. Notwithstanding the requirements of Section 16.5.1 of the Municipal Land Use Bylaw, the minimum frontage of 12.2 metres shall be maintained for proposed Lot 4 as shown on Schedule B(iv)
- (f) A Location Certificate, as prepared by a Nova Scotia Land Surveyor, must be submitted and approved by the Development Officer at the finished foundation stage for each building to ensure that setbacks have been met.
- (g) Prior to the issuance of a development permit, the following detailed drawings must be submitted for review and approval by the Municipal Engineer or their designate:
- (i) Detailed Stormwater Design – Schedule C provides for a volume that is currently at a preliminary level of design, the Detailed Stormwater Design shall be updated to show the final detention storage volume, based on the review of upstream as-built information from NSDPW. The final design must continue to demonstrate pre and post development balancing of stormwater run-off
  - (ii) Detailed Servicing Plan

- (h) At the conclusion of construction and prior to obtaining an occupancy permit for the first building, the following documents must be submitted for review and approval by the Municipal Engineer or their designate:
- (i) Written confirmation from the developer's engineer that the stormwater features and grading has been installed as designed;
  - (ii) Results of onsite manhole pressure testing overseen by the developer's engineer in accordance with section 33 39 00, item 3.7 of the Standard Specification for Municipal Services; and
  - (iii) Results of onsite low pressure sewer pipe testing overseen by the developer's engineer in accordance with section 33 31 00, item 3.6 of the Standard Specification for Municipal Services
- (i) ~~The Municipality recognizes the submitted Sprinkler and Standpipe Preliminary report as prepared by RJ Bartlett Engineering (Schedule E), dated April 25, 2025. It is the Developers' responsibility to meet all standards and specifications required by the Town of Truro Water Utility to ensure that there is an adequate water supply, including sufficient capacity and pressure for fire suppression. The Developers will ensure that Schedule E is updated to reflect final design of any all buildings constructed on the Lands and shall provide a copy of the Municipality for approval. The Developers acknowledge that Building 4 as depicted in the Schedules will require a fire pump to supply the fire protection systems.~~
10. Upon necessary compliance and upon expiration of the fourteen (14) day appeal period under Section 249 of the *Municipal Government Act*, SNS 1998, c.18, as amended, or upon the withdrawal or dismissal of any appeal which may be taken, the County shall issue the necessary permits for the development.
11. Subject to Section 21, all material alterations including any physical product or assembly used to form, cover, protect, finish or weatherproof the outside of the building including roofing, siding, flashing, soffits, fascia, sealants, trim and exterior doors and windows or modifications to structures on the Lands and any modifications to landscaping shown on the attached Schedules shall be subject to the issuance of a Development Permit whether the alterations or modifications are structural or not and whether or not an amendment to this agreement is required.
12. Amendments on substantial matters do not take effect until the conclusion of the process stipulated for such amendments under the *Municipal Government Act*. Any amendment, whether substantial or otherwise, must be approved by both parties in writing.
13. The Developers agree to complete the phased construction of all roads, sidewalks, storm water systems, sanitary sewers, utilities, driveways / parking areas prior to the occupancy of the residential buildings, as applicable.
14. (a) Within 3 years of the date of execution of this Agreement, and 45 days before commencing any work on such items the Developers shall submit to the Development Officer detailed engineering drawings and plans showing (where

applicable):

- (i) comprehensive sidewalk and roadway design;
- (ii) comprehensive design of street-lighting services; and
- (iii) identification of location and type of other electricity services.

- (b) Upon receipt of the above plans, the Development Officer shall have 45 days in which to determine whether the plans conform with the requirements contained in the Schedules attached to this Agreement and whether they are approved by the Municipal Engineer, the Provincial Department of Public Works, the Department of the Environment and Climate Change and any other technical or regulatory authority whose opinion is sought by the Development Officer in connection with conformance with the Schedules hereto, and with any applicable laws, by-laws, regulations or policies of the Municipality or the Province. Unless, within 45 days of receipt of the plans, the Development Officer advises the Developers that the plans do not meet with the approval of a technical or regulatory authority, the Municipality will issue permits within its control or jurisdiction, and the Developers may proceed with construction pursuant to such plans and pursuant to the terms of any permits. In the event the plans are not approved, the Developers may resubmit fresh plans within 30 days.
15. No development of the Lands shall take place until approval by the Development Officer of the technical plans referred to in Paragraph 14 of this Agreement, and the issuance of any necessary permits, as applicable.
  16. The Developers recognize that they shall maintain the Development and every portion thereof, including preventative maintenance and repair, the same standards to which it was originally constructed or required to be constructed.
  17. The Developers shall maintain in all respects, including the keeping in good repair and keeping free of snow, any driveways and walkways required to be constructed. The Developers recognize that the Municipality will not take ownership of the driveway, sidewalks or any other infrastructure within the Development.
  18. Except as specifically identified in this Agreement, all off site Development costs directly related to the Development shall be the responsibility of the Developers. Without limiting the generality of the foregoing, such costs include the costs of road construction or alteration, sidewalk construction, and the cost of connecting to trunk water, sanitary and storm water systems.
  19. The Developers shall arrange to have garbage, compost and recyclables removed from the Development, by private contract, at least once every second week for the duration of this Agreement and any such waste stored outside shall be contained within an enclosure approved by the Development Officer.
  20. For greater certainty, the Developers may install any type of non-illuminated sign provided for under Part 10 of the Colchester Land Use Bylaw subject to respective size requirements contained therein.
  21. For greater certainty, items that are agreed not to be substantial for the purposes of Section 227 of the *Municipal Government Act* shall include but not be limited to the

following:

- a) a reduction in the number of dwelling units;
  - b) adjustments to the location of driveways and associated services to accomplish suitable grades or alignments recommended by the Director of Public Works for the Municipality or the provincial Department of Public Works (NSPW). Changes to the overall intent of the site design shall be considered substantial;
  - c) any additional parking spaces in the parking areas indicated on the attached Schedules, the location and design of which shall be subject to the approval of the Development Officer;
  - d) interior changes to the floor plans for the building; and
  - e) minor changes including aesthetic or dimensional refinements to the exterior of the building including adjustments to cladding profile/colour, trim details, railing style, balcony detailing. Minor changes do not include alterations to the building height, footprint, massing, structural components or life safety systems
  - f) extension to the time period for commencement of substantial construction for a maximum of 3 additional years beyond the period specified in Section 7, if a written request is submitted to the development officer no later than 60 days the final date for commencement of substantial construction and an extension has not been granted previously
22. The Developers may provide exterior lighting for driveways, parking areas or structures which shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street. Any lighting is subject to the approval of the Development Officer. Any pole lights shall be located a minimum of 8 meters (26.2 ft.) from any property line.
23. In addition to any other remedies provided by law, including those authorized by the *Municipal Government Act*, the Municipality may terminate the Agreement in the event of breach by the Developers of any of its terms.
24. Upon termination or discharge of this Agreement in accordance with the *Municipal Government Act*, the Colchester Land Use By-law shall apply to the Property and the Developers acknowledge that except to the extent of express provisions in this Agreement for the continuation of a non-conforming use after the termination or discharge of this agreement, structures on the Property and uses on the Property shall be required to conform to the Colchester Land Use By-law in effect at the time of the termination or discharge of the Agreement.
25. It is agreed that the provisions of this Development Agreement are severable from one another and that the invalidity of one provision shall not prejudice the validity or enforcement of any other provision.
26. The Developers shall at all times indemnify and save harmless the Municipality from and against all claims demands, loss, costs, damages, actions, suits or other proceedings by

whomever made, sustained, or brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to any acts or occasions resulting from negligence by the Developers or their servant(s) or their agent(s) or employee(s) in the fulfilment of any of its obligations under this Agreement. The Developers hereby release the Municipality and in the absence of bad faith waives their right to claim against it for any loss or damages in connection with the Development, or with the negotiation, administration, or implementation of this Agreement, unless such loss or damage is caused by the negligence or breach of duty of the Municipality or its servants or agents.

27. The Developers agree to pay for the cost of registering this Development Agreement with the Registry of Deeds.
28. The Developers acknowledge that they have been advised to review the contents of this Agreement with their own professional advisors and has had the opportunity to do so. The Developers acknowledge that they have not relied on the advice of the Municipality, its officers, servants, or agents, or if they have done so, they accept, as their own, the risk of such reliance.
29. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns and shall run with the property that is the subject of this Agreement and shall bind any successors in title.

IN WITNESS THEREOF the parties hereto have properly executed These Presents the day and year first above written.

SIGNED SEALED & DELIVERED  
in the presence of:

\_\_\_\_\_

Witness

(Please print name above Signature)

\_\_\_\_\_

Blowers and Grafton Developments Limited

THE MUNICIPALITY OF THE  
COUNTY OF COLCHESTER

\_\_\_\_\_

Witness

(Please print name above Signature)

PER: \_\_\_\_\_

Mayor Christine Blair

\_\_\_\_\_

Witness

(Please print name above signature)

PER: \_\_\_\_\_

Dan Troke  
Chief Administrative Officer

## **Schedules**

Schedule "A" ..... Subject Lands

Schedule "B (i)" ..... Concept Plan

Schedule "B (ii)" ..... Landscaping Plan

Schedule "B (iii)" ..... Preliminary Easement Plan

Schedule "B (iv)" ..... Preliminary Subdivision Plan

Schedule "C" ..... Engineering Drawings

Schedule "D" ..... Floor Plans and Building Elevations

~~Schedule "E" ..... Sprinkler and Standpipe Preliminary Design, Report  
prepared by RJ Bartlett Engineering, April 25, 2025~~