



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No.**  
**North West Community Council**  
**October 20, 2014**

**TO:** Chair and Members of North West Community Council  
Original signed

**SUBMITTED BY:**   
Brad Anguish, Director, Community and Recreation Services

**DATE:** September 10, 2014

**SUBJECT:** **Case 18705 - Development Agreement - Lot BH-1, 656, 660 and 664 Bedford Highway, Halifax**

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**ORIGIN**

Application by Premax Developments Limited

**LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, Part VIII, Planning & Development*

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Approve, by resolution, the discharge agreement, presented as Attachment A to this report, for the lands located at Lot BH-1 on the Bedford Highway.
2. Require the discharge agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.
3. Give Notice of Motion to consider approval of the proposed development agreement, as contained in Attachment B, to allow for a mixed use multi-unit residential/ commercial development at Lot BH-1, 656, 660 and 664 Bedford Highway and schedule a public hearing.
4. Approve the proposed development agreement as contained in Attachment B, to develop a mixed use building with a maximum of 98 unit residential units and 14,000 square feet (1301m<sup>2</sup>) of commercial space at Lot BH-1, 656, 660 and 664 Bedford Highway.
5. Require the Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and

any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

An application has been submitted by Premax Developments Limited, on behalf of the property owners, 3098637 Nova Scotia Limited and Armco Capital Inc., to enable the development of two 7-storey multi-unit residential / commercial buildings connected by a common ground floor at Lot BH-1, 656, 660 and 664 Bedford Highway, Halifax (see Maps 1 and 2). The subject site consists of a vacant property on Lot BH-1 and three developed lots, each containing an existing dwelling, at 656, 660, and 664 Bedford Highway. As the proposal cannot be accommodated by the requirements of the Halifax Mainland Land Use Bylaw, the applicant has requested that the proposed mixed use building be considered by Development Agreement.

### **Location, Designation, Zoning and Surrounding Land Use**

<b>Subject Properties</b>	4 lots that include lot BH-1 and 656, 660, and 666 Bedford Highway
<b>Location</b>	North of the intersection of Larry Uteck Boulevard and the Bedford Highway.
<b>Designation (Map 1)</b>	Highway Commercial in the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy
<b>Zoning (Map 2)</b>	C-2B (Highway Commercial Zone) in the Halifax Mainland Land Use By-law
<b>Schedule (Map 3)</b>	Schedule R of Halifax Land Use By-law
<b>Size of Properties</b>	Lot BH-1 – 12,753 sq.m. (137, 276 sq. feet) 656 Bedford Highway – 789.6 sq.m. (8500 sq. feet) 660 Bedford Highway – 743.2 sq.m. (8000 sq. feet) 664 Bedford Highway -1839.4 sq.m. (19,800 sq. feet) Total Combined Site Area – 16,126 sq.m. (173,576 sq. feet)
<b>Combined Street Frontage</b>	Approximately 160 m (524 feet)
<b>Site Conditions</b>	slopes significantly upward as much as 20 metres (65 feet) from the Bedford Highway
<b>Current Land Use(s)</b>	BH-1 – Vacant 656 660 and 666 Bedford Highway – Single Unit Dwelling on each lot
<b>Surrounding Land Use(s)</b>	Single Unit Dwelling – to the north Bluenose Motel to the south – 3 storeys Terrace Condominium to the south east – 4 -5 storeys Bedros Lane Condominiums to the west – 4-6 storeys
<b>Existing Agreements</b>	Lot BH-1 is subject to Royale Hemlocks Development Agreements

### **Enabling Policy and Zoning Context**

The C-2B Zone permits a mix of commercial and residential uses including multiple unit dwellings (Attachment D). As the property is located within Schedule R, it is subject to a maximum height of 10.67 metres (35 feet) in height. Policy 1.8 of the Bedford Highway Secondary Plan allows for the consideration of developments over 10.67 metres (35 feet) through the development agreement process (see Attachment C).

In 2011, Regional Council approved Schedule R as part of a larger planning study for the Bedford Basin resulting in amendments to the Bedford Highway Secondary Plan. Schedule R was applied to two areas of the Bedford Highway Secondary Plan; the lands surrounding the intersections along Bedford Highway and Larry Uteck Boulevard; and the lands at the north end of the Halifax Plan Area (see Map 3).

### **Proposal**

The application is for the demolition of the existing buildings on the site and the construction of a multi-unit residential development in a two tower formation, each containing 6 and 7 storeys above grade and joined by a shared ground floor. The proposal includes:

- a mixed use commercial and residential building with a maximum of 98 residential dwelling units and approximately 14,000 square feet (1,300 sq.m.) of commercial space;
- indoor and outdoor amenity space;
- a combination of underground and surface parking; and
- two vehicular accesses to the site from the Bedford Highway.

### **DISCUSSION**

Staff has reviewed the proposal relative to all relevant planning policies and advise that the proposed development is consistent with the MPS. Attachment C provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Attachment B contains the proposed development agreement for the subject site which places conditions on the proposed development. The proposed agreement addresses the following matters:

- architectural design, signage, lighting and maximum building height requirements;
- parking (bicycle and vehicular), circulation and access;
- landscaping throughout the site giving particular attention to landscaping screening adjacent to property lines;
- the accommodation for the future development of Active Transportation Linkages, such as a sidewalk and multi-use trail; and
- options for various non-substantive amendments by resolution of Council, including minor changes to the placement and architectural design of the building and changes to the timeframes for development.

Staff advise that the attached development agreement will permit a mixed use development that is compatible and appropriate with the neighbourhood. Of the matters addressed by the proposed development agreement, the following have been identified for more detailed discussion.

### **Existing Agreement**

There is an existing development agreement applicable to the Royale Hemlocks subdivision that is registered to lot BH-1. No specific rights were assigned to the BH-1 portion of the parcel under the agreement. Staff recommends that the portion of the agreement applicable to Lot BH-1 be discharged as set out in Attachment A. This specific action does not require a public hearing. The discharge is also acknowledged and recorded in the proposed development agreement.

### **Design of the Building and Relationship to Surrounding Uses**

The proposed building contains two seven storey residential towers on a common podium which contains parking, commercial uses and residential entrances. The developer proposes to alter the grade of the site in a significant manner. The proposal involves locating the building at an elevation close to that of the Bedford Highway. While this portion of the site will be significantly changed, the development attempts to respect the existing topography where possible by constructing the main floor of the buildings into the hill. As such, the project will appear a full storey lower when viewed from the west. Although the overall height of the building is 7 storeys facing Bedford Highway, the overall height is in keeping with heights of existing and proposed neighbouring multiple unit buildings. Additionally, at a proposed density of approximately 61 persons per acre based on 2.25 persons per unit, the proposal is comparable to other multiple unit developments in the area such as the approved project at 644 Bedford Highway and the Terrace condominiums located to the southeast.

The design of the building provides the opportunity to use portions of the roof as landscaped open space. The proposed development agreement requires a fine grain design and a mix of building materials to further break up the mass of the building. The proposed development agreement also requires landscaping to be provided throughout the property with an emphasis of landscaping along property lines to screen existing residential amenities; particularly the low density residential uses and their outdoor spaces located to the south of the subject site.

### **Viewplanes**

The proposed seven storey building is not anticipated to have an impact on viewplanes from existing parklands or active transportation trails (Map 4). Staff reviewed the impact as would be experienced from the parkland corridor that passes through the Bedros Lane condominium and apartment site. Staff has assessed that the proposed building will not be visible from the trail through the Bedros Lane site for several reasons. These include:

- the difference in elevations and distance between the viewing site and the proposed building;
- the height of the proposed building;
- the height of the existing building at 94 Bedros Lane;
- the steep topography of the area; and
- the existing vegetation.

As a result staff did not require the applicant to produce a simulated view from Bedros Lane as has been required for other projects developed in the area.

### **Active Transportation Linkages**

Policy 1.8.1(m) requires that proposed developments to be considered through Schedule R provide active transportation linkages where needed (see Attachment C).

Old Coach Road - During the public information meeting, it was noted that there is an informal walking path called the Old Coach Road which crosses the property. The Old Coach Road is an old military or logging road. A portion of the road has been formally incorporated into a public trail system primarily through Bedford South, Wentworth and Royale Hemlocks subdivisions as shown on Map 4. Due to the informal nature of the travel way, it cannot be mapped with certainty. Staff has indicated in previous planning applications (Case 15760) that there is little interest in taking over this foot path and currently no ability to provide connectivity to other municipal park lands without passing through adjacent private lands.

While this position remains unchanged, the proposed development agreement includes a provision that restricts development in the area of the foot path to enable a possible future trail. This will enable the opportunity for HRM to negotiate an easement over the lands, and the ability to develop a more formal trail if desired in the future.

Bedford Highway Sidewalk – Staff have determined that a sidewalk is warranted where the property abuts Bedford Highway. As such, the applicant has agreed to build a sidewalk along the property frontage and to extend the sidewalk to connect with a future sidewalk planned for an approved multiple unit dwelling at 644 Bedford Highway.

Walkways - The proposed development agreement will require that hard surface walkways be provided along the front of the proposed building and the northern and southern driveways to provide pedestrian connectivity to the proposed building and Bedford Highway.

### **Traffic Concerns**

Traffic Impact Statement - A Traffic Impact Statement (TIS) was provided for this application which indicated the proposed development would generate a relatively small increase in the number of trips along the Bedford Highway but some improvements would be required. As result of public concerns with the quality of the results of the study (due to the date of data collection), staff subsequently conducted further data collection. Upon analysis of more current data, staff determined that the TIS sufficiently represented the existing and future local demands on the road network.

Left Hand Turning Lane - The need for a left hand turning lane on the Bedford Highway to minimize the impact of turning movements on traffic flow was identified in the TIS. The agreement (Attachment B) contains a conceptual design and requires the construction of the left hand turn lane prior to the issuance of the building's occupancy permit.

Bedros Lane Intersection – The lack of traffic signals at Bedros Lane was identified as an issue at the Public Information Meeting. Staff uses the Transportation Association of Canada (TAC) process when determining whether traffic signals are warranted at an intersection. This standard requires that a location generate 100 points under the warrant matrix before traffic signals are considered. A study was last conducted by HRM staff at the intersection of Larry Uteck Blvd. Starboard Dr. Bedros Lane in November 2012. An analysis of the traffic counts obtained reveals that the intersection generated only 58 points in the warrant matrix and, therefore, does not support recommending that signals be installed at this intersection.

### **Conclusion**

Staff advise that the proposed development agreement for Lot BH-1, 656, 660 and 664 Bedford Highway is consistent with the applicable policies of the MPS (Attachment C). Therefore, staff recommends that North West Community Council approve the discharge agreement as contained in Attachment A and approve the Development Agreement as presented in Attachment B of this report.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting held on September 30, 2013. Attachment E contains a copy of the minutes from the meeting. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 5.

A public hearing must be held by Community Council before they can consider approval of a development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 5 will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

### **ENVIRONMENTAL IMPLICATIONS**

No additional items have been identified.

### ALTERNATIVES

1. North West Community Council may choose to refuse to approve the proposed discharging development agreement contained in Attachment A and, in doing so, must provide reasons why the discharge does not reasonably carry on the intern t of the MPS. A decision of Council to reject this discharging development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to approve the proposed development agreement as contained in Attachment B subject to modifications. This may necessitate further negotiation with the applicant a supplementary staff report and the need to hold a second public hearing.
3. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended, as the proposal is consistent with the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### ATTACHMENTS


Map 1	Generalized Future Land Use
Map 2	Zoning
Map 3	Schedule R
Map 4	Old Coach Road
Map 5	Area of Notification
Attachment A	Proposed Discharge Agreement
Attachment B	Proposed Development Agreement
Attachment C	Review of Relevant Policies of the Halifax MPS
Attachment D	C2-B Zone Requirements – Halifax LUB
Attachment E	Minutes of Public Information Meeting

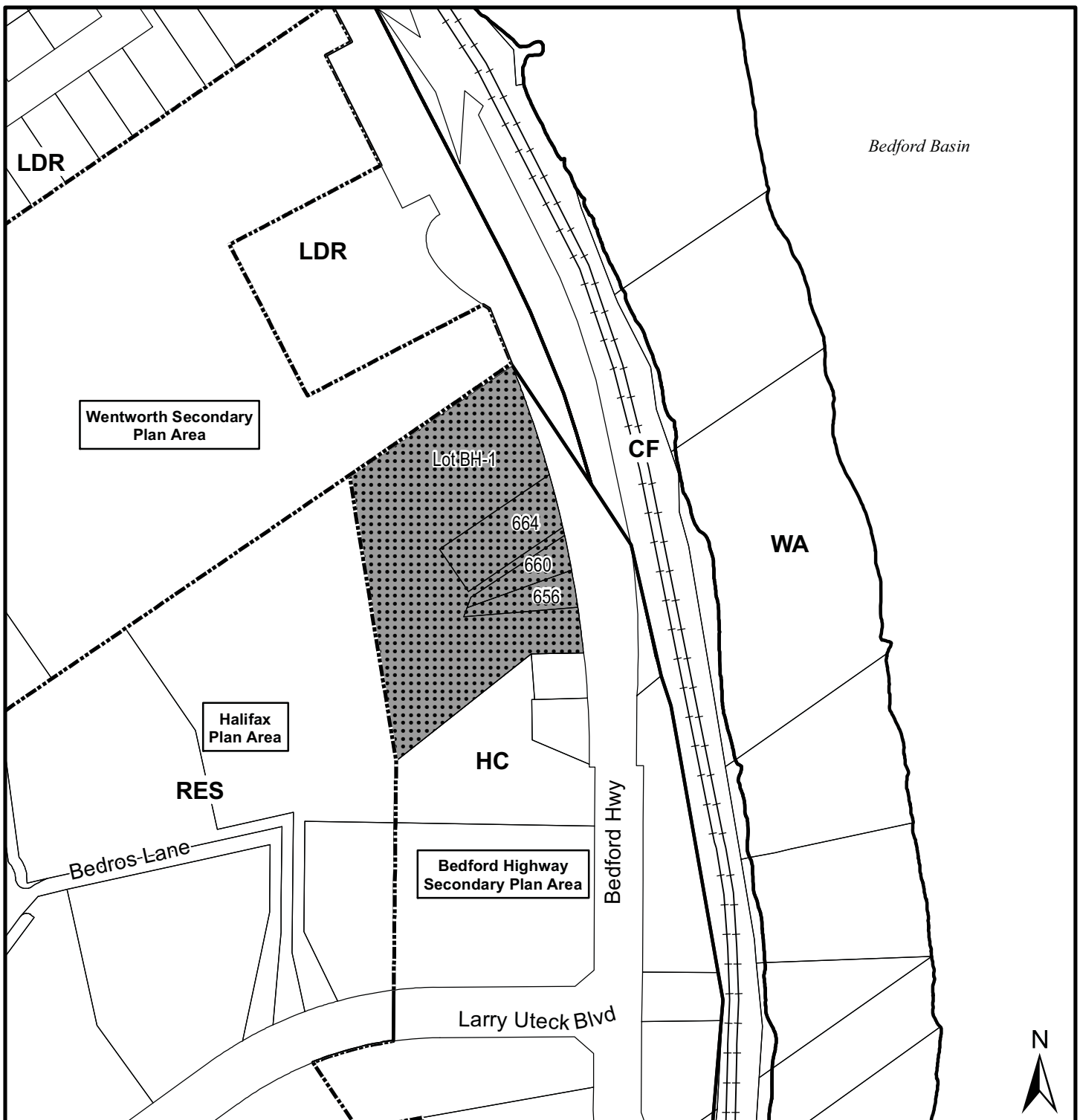
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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax.902- 490-4208.

Report Prepared by: Andrew Bone, Senior Planner, Development Approvals, 902-490-6743

Original signed

Report Approved by:  Kelly Denty, Manager of Development Approvals, 902-490-4800



## Map 1 - Generalized Future Land Use

656, 660 and 664 Bedford Highway  
and Lot BH-1, Halifax



Area of proposed  
development agreement

Halifax Plan Area  
Bedford Highway Secondary Plan Area

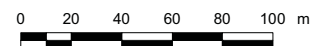
### Designation - Halifax

RES Residential Environments  
WA Water Access

### Designation - Bedford Highway

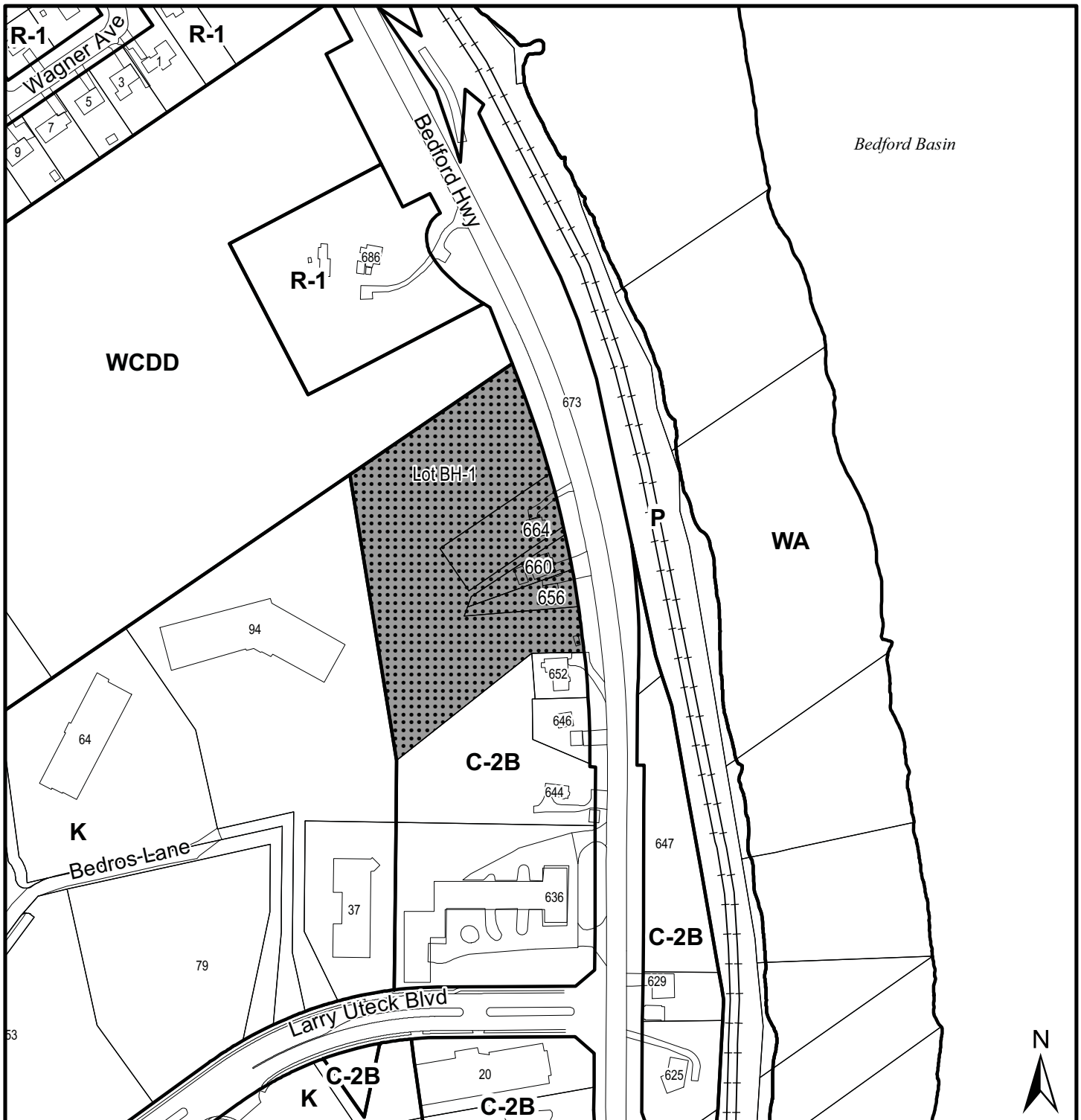
LDR Low Density Residential  
HDR High Density Residential  
HC Highway Commercial  
CF Community Facilities

**HALIFAX**



This map is an unofficial reproduction of  
a portion of the Generalized Future Land  
Use Map for the plan area indicated.

The accuracy of any representation on  
this plan is not guaranteed.



## Map 2 - Zoning

656, 660 and 664 Bedford Highway  
and Lot BH-1, Halifax

**HALIFAX**

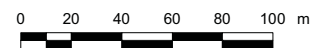


Area of proposed  
development agreement

### Zone

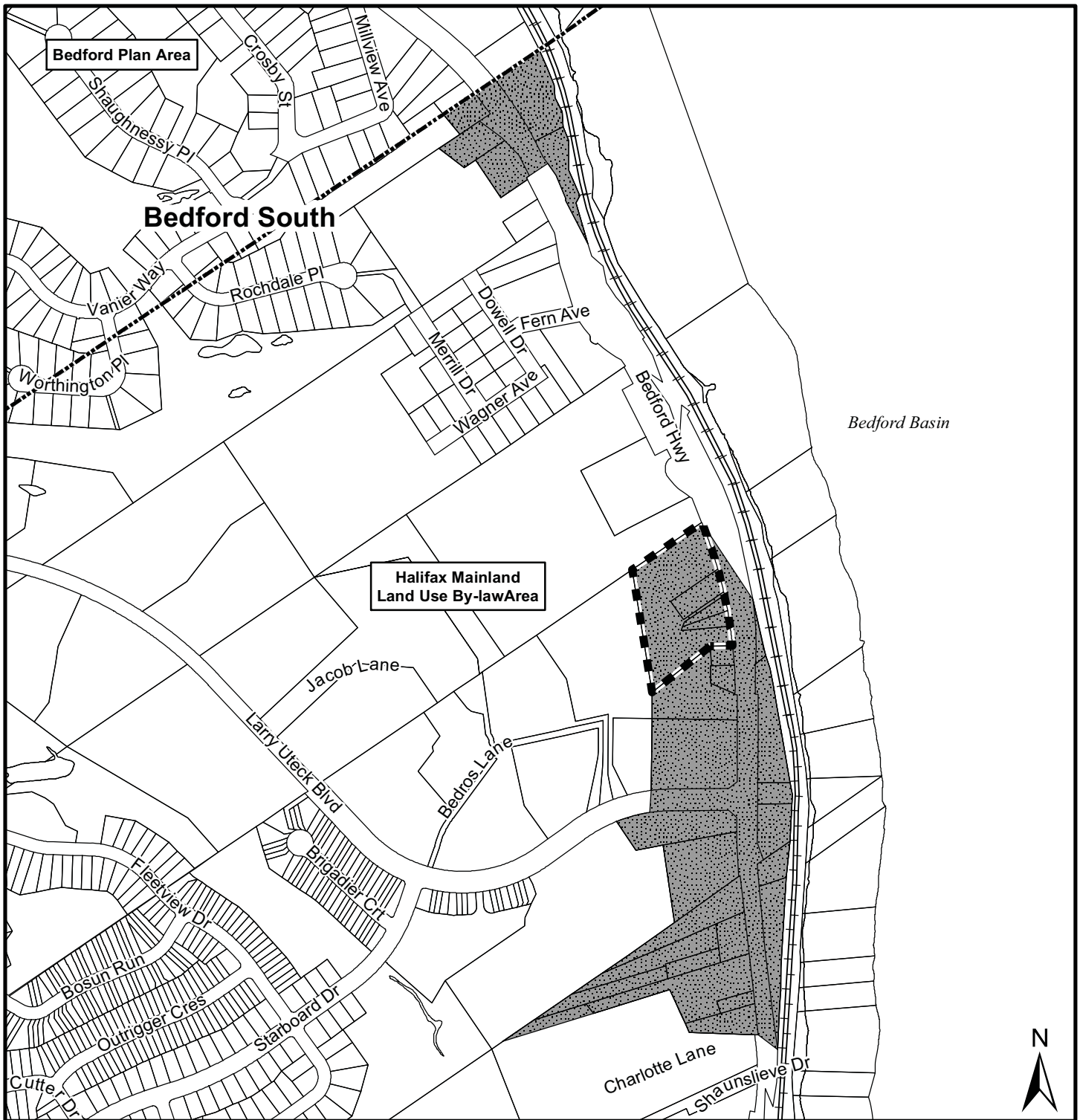
R-1	Single Family Dwelling
C-2B	Highway Commercial
WCDD	Wentworth Comprehensive Dev. District
WA	Water Access
K	Schedule K

Halifax Mainland  
Land Use By-Law Area



This map is an unofficial reproduction of  
a portion of the Zoning Map for the plan  
area indicated.

The accuracy of any representation on  
this plan is not guaranteed.



### Map 3 - Schedule R

656, 660 and 664 Bedford Highway  
and Lot BH-1, Halifax



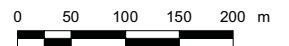
Area of proposed  
development agreement



Schedule R

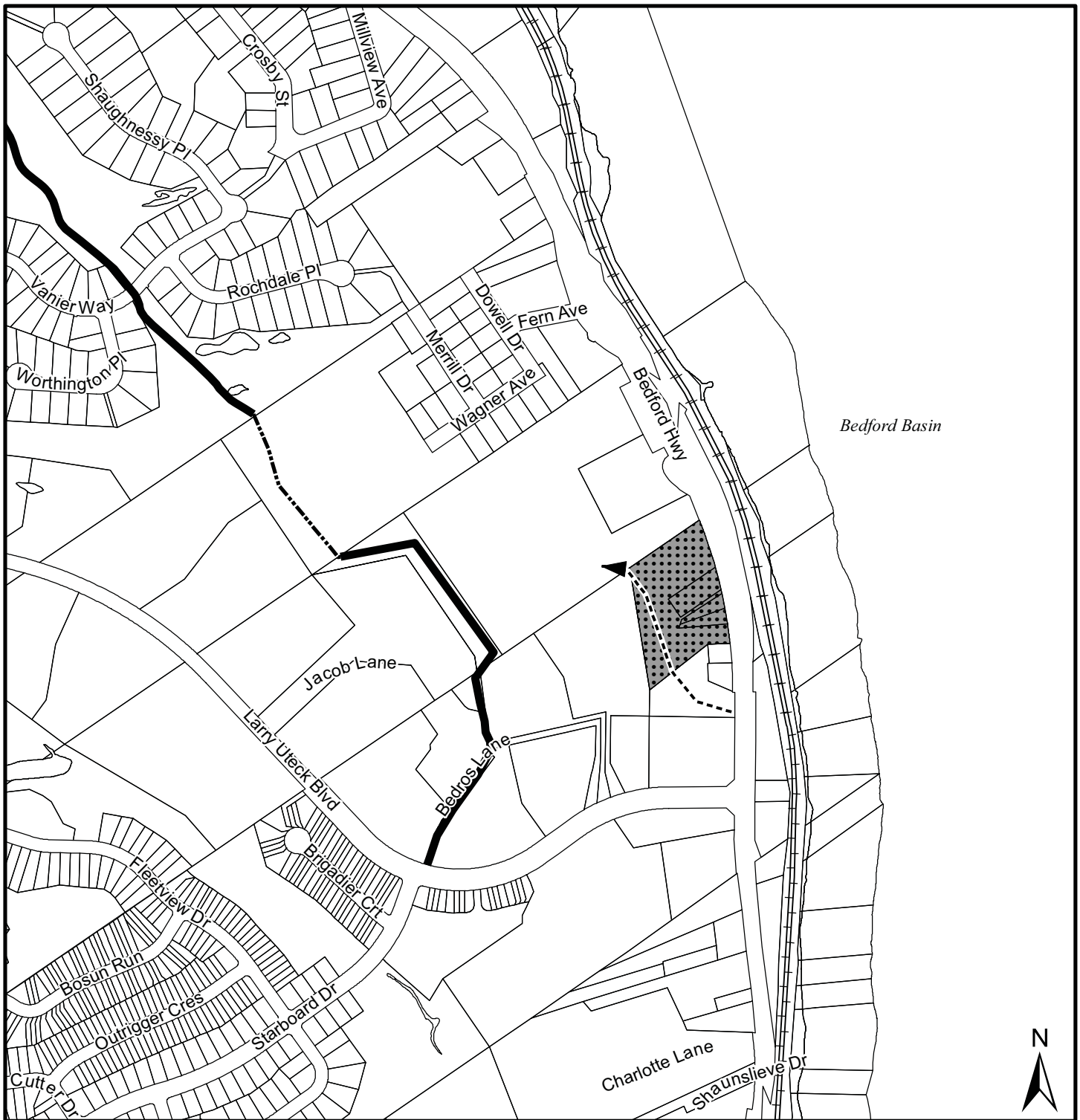
Halifax Mainland  
Land Use By-Law Area

**HALIFAX**



This map is an unofficial reproduction of  
a portion of the Schedules and Secondary  
Plan Areas Map for the plan area indicated.

The accuracy of any representation on  
this plan is not guaranteed.



Bedford Basin



## Map 4 - Old Coach Road

656, 660 and 664 Bedford Highway  
and Lot BH-1, Halifax

**HALIFAX**



Area of proposed  
development agreement

### Old Coach Road Trail

#### Status



Built



To be developed

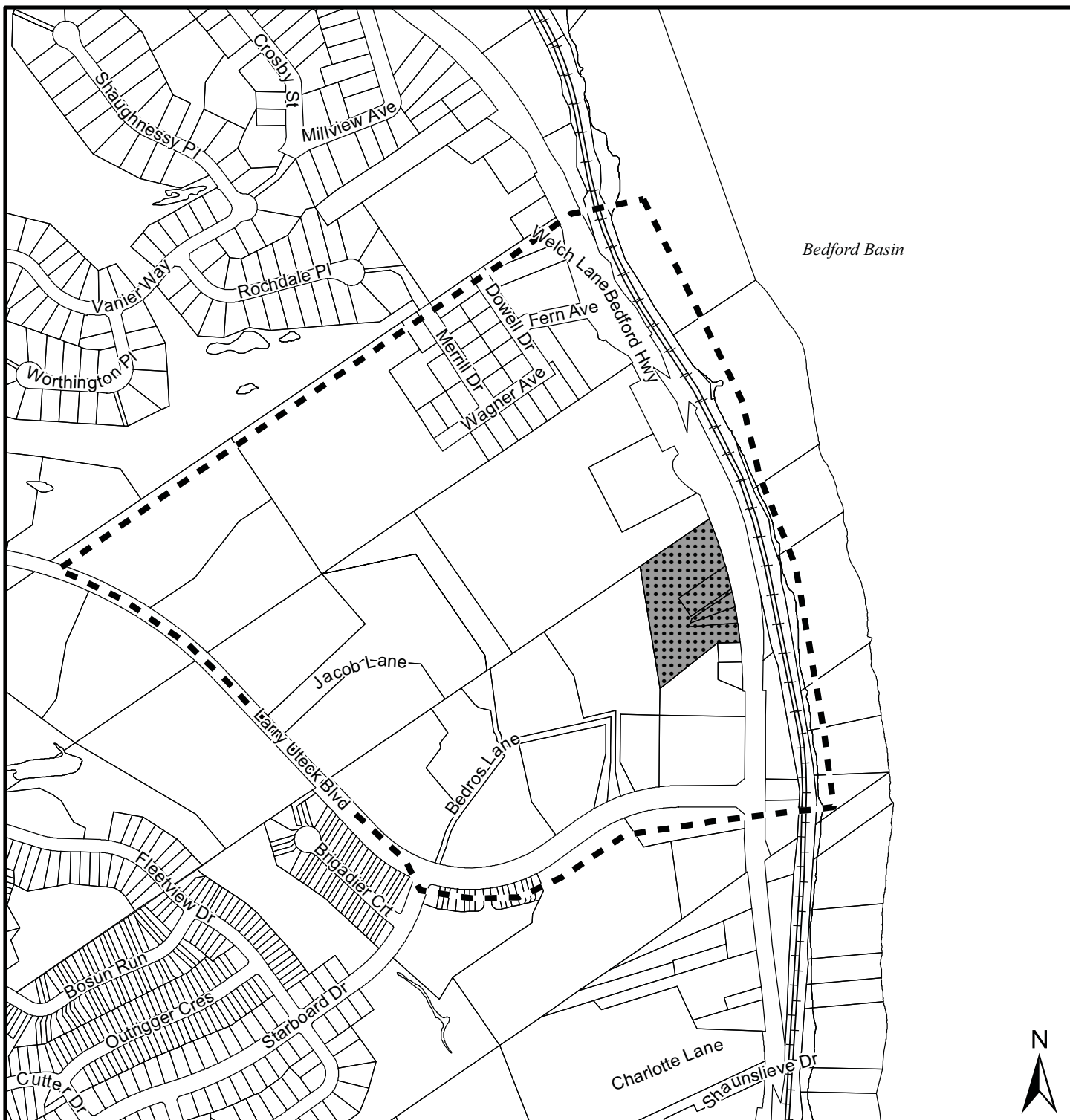


Potential connection

0 50 100 150 200 m


Halifax Mainland  
Land Use By-Law Area


The accuracy of any representation on  
this plan is not guaranteed.



## Map 5 - Area of Notification

656, 660 and 664 Bedford Highway  
and Lot BH-1, Halifax

 Area of proposed  
development agreement

 Area of notification

Halifax Mainland  
Land Use By-Law Area

**HALIFAX**

0 50 100 150 200 m

The accuracy of any representation on  
this plan is not guaranteed.

**Attachment A**  
**Proposed Discharging Agreement**

THIS DISCHARGING AGREEMENT made this      day of **[Insert Month]**, **[Insert Year]**,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of lands located at Lot BH-1, Bedford Highway [INSERT PID#], Halifax, Nova Scotia, and which said lands are more particularly described in Schedule 'A' to this agreement (hereinafter called the "Lands");

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved an application by the Developer to enter into a development agreement to allow for a mixed residential development on the Lands (Municipal Case 7620) which said development agreement was registered at the Registry of Deeds at Halifax in Book No. 6308 at Pages 596 to 618 as Document Number 37344 (hereinafter called the "Existing Agreement");

**AND WHEREAS**, the developer has requested that the Existing Agreement be discharged from the Lands;

**AND WHEREAS** the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18705;

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

1. The Existing Agreement is hereby discharged from the Lands and shall no longer have any force or effect.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in  
the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

**SIGNED, DELIVERED AND ATTESTED**  
to by the proper signing officers of Halifax  
Regional Municipality, duly authorized in that  
behalf, in the presence of:

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

**Attachment B**  
**Proposed Development Agreement**

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_\_,

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**  
a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**  
a municipal body corporate, in the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 656, 660 and 664 Bedford Highway and Lot BH-1 Bedford Highway, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Chebucto Community Council for the Municipality approved an application (Case 7620) to enter into a Stage I development agreement to allow for conceptual approval of the Royale Hemlock Subdivision on a portion of the Lands, which development agreement was registered at the Registry of Deeds in Halifax in November 20, 1998 in Book Number 6308 at Pages (596 to 618) (hereinafter called the "the Existing Agreement");

AND WHEREAS the Developer has requested that the Municipality discharge the Existing Agreement as it applies to the Lands;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a multiple unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 1.8 of the of the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy and Section 74 of the Halifax Mainland Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved these requests at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18705;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Halifax Mainland and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, 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 Municipality applicable to the Lands (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 Lands.

1.3.2 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 Municipality 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.

### **1.4 Conflict**

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (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.

1.4.2 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.

## **1.5 Costs, Expenses, Liabilities and Obligations**

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 Lands.

## **1.6 Provisions Severable**

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.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18705.

Schedule A	Legal Description of the Lands
Schedule B	Site Plans
Schedule C	Cross Section
Schedule D	Elevations

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:

- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Sections 4.4.1 and 5.1.1 (c) of this Agreement.

3.2.2 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 as per the terms of this Agreement:

- (a) an outdoor lighting plan in accordance with Section 3.7 of this Agreement;
- (b) a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement;
- (c) a Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement; and
- (d) evidence to demonstrate that adequate visibility is provided from the driveway of the Lands in accordance with Section 4.1.2 of this Agreement.
- (e) the Bedford Highway Improvements detailed design prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.5 of this Agreement; and
- (f) an approved plan of survey of lot Consolidation of 656, 660 and 664 Bedford Highway and Lot BH-1 Bedford Highway in accordance with Section 3.12 of this Agreement.

3.2.3 Upon the issuance of the Occupancy Permit, the Developer shall:

- (a) have constructed a sidewalk and associated works along the street frontage within the public right-of-way according to Section 3.5.7 of this Agreement;
- (b) provide to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to Section 3.8 of this Agreement; and
- (c) have completed improvements to Bedford Highway according to Section 4.5 of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement until after an Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.

3.2.5 Upon the issuance of the first Occupancy Permit, the Developer shall confirm to the Development Officer that the requirements of this Agreement have been met.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Halifax Mainland Land Use By-law as amended from time to time; or

(b) a mixed use commercial and residential building including indoor and outdoor amenity space and underground and surface parking containing a maximum of ninety-eight (98) residential dwelling units, and a maximum of 14,000 square feet of commercial spaces subject to the terms and conditions of this agreement; or

(c) a public trail in combination with Section 3.3.1 (a) or 3.3.1(b) and subject to section 3.6.

3.3.2 Commercial land uses in subsection 3.3.1 (a) shall comply with permitted uses in the C-2B Zone of the Halifax Mainland Land Use By-law. Notwithstanding the Halifax Mainland Land Use By-law, the following C-2B land uses shall not be permitted:

- a) Motel;
- b) Motion picture theatre;
- c) Restaurants with greater than 20 seats;
- d) Bingo Hall;
- e) Motor Vehicle Sales; and
- f) Service Station.

3.3.3 A minimum of 10,000 square feet of commercial use shall be located on the ground floor with the maximum amount of commercial space being consistent with Section 3.3.1(b).

3.3.4 A landscaped podium serving as an outdoor rooftop amenity space shall be provided and shall be a minimum of 2,100 square feet as shown on Schedule B.

### **3.4 Siting and Architectural Requirements**

3.4.1 The building shall be located as shown on Schedule B. Reductions to the setbacks provided on Schedule B may be permitted provided the variation does not exceed 2 feet.

3.4.2 The building shall be developed as illustrated on the Schedules inclusive of exterior building materials, colour, emphasized building entry points utilizing material changes, and overall form. The Development Officer may permit minor variation to the shape, size and the placement of elements of the building provided the size of the building is not increased, side yard setbacks are not reduced beyond permitted by this Agreement, and the separation distance between the residential towers is not decreased.

3.4.3 The maximum height of the building shall not exceed 7 (seven) storeys facing Bedford Highway. Building floor heights shall be consistent with the Schedules. The Development Officer may permit a variation in floor height to a maximum of 1 foot per floor.

3.4.4 Balconies shall be provided for each unit and shall be constructed of metal or aluminium framing with insert glass.

3.4.5 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these

elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

- 3.4.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, architectural detail or a combination of such elements.
- 3.4.7 Any exposed foundation in excess of 1 foot in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.8 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Bedford Highway or abutting properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.4.9 Roof mounted telecommunication equipment shall be integrated into the roof design of the building.
- 3.4.10 The ground floor elevation of the building shall be 18.1m. Notwithstanding the previous statement, the Development Officer may permit a 5 (five) percent variation in the ground floor elevation to a maximum of 0.95m provided the change in elevation does not result in any of the following conditions:
  - a) the creation of a retaining wall between the building and the Bedford Highway;
  - b) the building having a large exposed foundation wall facing the Bedford Highway; and
  - c) the need for stairs to access the building or Lands.

### **3.5 Parking, Circulation and Access**

- 3.5.1 A minimum of one-hundred and fifty (150) vehicle parking spaces shall be required through a combination of underground and surface parking.
- 3.5.2 No more than thirty (30) parking spaces shall be exterior surface parking. The exterior surface parking area shall be sited as shown on Schedule B and shall maintain setbacks from the property lines as shown on Schedule B.
- 3.5.3 The exterior parking areas shall be hard surfaced.
- 3.5.4 The limits of the exterior parking areas shall be defined by fencing or landscaping or curb.
- 3.5.5 Parking spaces shall be 20 feet by 9 feet in size, except for mobility parking spaces.

- 3.5.6 A hard surface pedestrian walkway network shall be provided as shown on Schedule B and shall include pedestrian access to the Bedford Highway. The network shall enable pedestrian access at the north and south entrances of the Bedford Highway road frontage. The access points shall be connected to a walkway which is located along the face of the building. All walkways shall be a minimum of 4.92 feet wide and be designed to be accessible with a grade of 5 percent or less unless otherwise approved by the Development Engineer of the Municipality. Additional walkways not shown on Schedule B shall be permitted.
- 3.5.7 The Developer shall construct a sidewalk and associated works along the street frontage within the public right-of-way as shown on Schedule B upon the issuance of the Occupancy Permit. The sidewalk shall be extended to the southern boundary of Civic 646 Bedford Highway. The sidewalk and associated works shall meet the design and construction standards of the Municipality as required by the Development Engineer of the Municipality. All costs for the construction of this work shall be at the Developers cost.

### **3.6 Possible Future Active Transportation Trail**

- 3.6.1 No buildings or permanent structures shall be located within the area as shown on Schedule B as “Possible Future Active Transportation Trail”.
- 3.6.2 The Developer agrees that Possible Future Active Transportation Trail Area identified on Schedule B shall be shown on all site plans for development and subdivision approval as a non-disturbance area. Further, no development, tree cutting or grade alteration shall be permitted within the Area except where approved in writing by the Development Officer under one of the following circumstances:
- (a) To install municipal trails. In this case, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the Possible Future Active Transportation Trail Area to the satisfaction of the Development Officer;
  - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.6.2, the Developer shall replace each tree with a new tree of 2 inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units; or
  - (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional

(i.e. Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.

- 3.6.4 Notwithstanding subsection 3.6.1, the Developer may enter in to an agreement with the Municipality to allow for this Possible Future Active Transportation Trail area to be developed into a multiple use trail. Nothing in this Agreement shall prevent the granting of an easement or the subdivision of the lands for use as a multiple use trail.

### **3.7 Outdoor Lighting**

- 3.7.1 Outdoor lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.2 Freestanding security lighting shall not exceed a height of 18 feet. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.7.3 The Developer shall have a qualified person prepare an exterior lighting plan for the building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
  - (b) demonstration that the outdoor lighting plan has been designed in accordance with Crime Prevention Through Environmental Design (CPETD) principles ensuring adequate lighting for all areas of the site; and
  - (c) certification from a qualified person that the lighting plan meets the requirements of this agreement.
- 3.7.4 Upon the issuance of an Occupancy Permit the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of the lighting plan and this Agreement.

### **3.8 Landscaping**

- 3.8.1 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section. Changes to the landscape plan may be permitted in order to accommodate an active transportation trail.
- 3.8.2 The Landscape Plan shall include the following elements:
- (a) Trees or shrubs and planters in proximity to the main residential entrances to each tower;

- (b) Planters or gardens at regular intervals along the commercial façade facing the Bedford Highway;
- (c) The planting of street trees between the parking lot and Bedford Highway. These trees shall be planted at a minimum interval of 40 feet between the driveway entrances;
- (d) Disturbed areas adjacent the Bedford Highway shall be sodded;
- (e) Disturbed areas located to the west of the main façade facing Bedford Highway shall be sodded or hydro seeded. Where a significant rock face or rock slope exists, sodding or hydro-seeding shall commence at the base of the slope; and
- (f) Screening as required in Section 3.11.

3.8.3 Upon the issuance of the Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed in accordance to the terms and conditions of this Agreement.

3.8.4 Notwithstanding Section 3.8.3, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.9 Maintenance**

3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.9.2 All disturbed areas shall be reinstated to original condition or better.

### **3.10 Temporary Construction Building**

A construction building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands upon the issuance of the Occupancy Permit.

### **3.11 Screening**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.2 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from neighbouring properties and along Bedford Highway. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.3 Solid board wood fencing, 5 feet in height, shall be provided between the proposed concrete walkway and the southern property boundary with the adjacent lands to the immediate south of the subject site (Lot D-X / 652 Bedford Highway) as shown on Schedule B for a distance of approximately 98.4 feet.

### **3.12 SUBDIVISION OF THE LANDS**

A subdivision application to consolidate the properties shown on Schedule B shall be submitted to the Development Officer in accordance with the Regional Subdivision Bylaw. No Development Permit shall be issued until subdivision approval is provided by the Municipality.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.1.2 The Developer shall demonstrate that adequate visibility is provided from the site driveways, as determined by the Development Engineer, including but not limited to the trimming of bushes.

## **4.2 Off-Site Disturbance**

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 Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation or extension of services including, but not limited to, sewer, storm sewer, water and other underground services, overhead wires, curb and gutter, sidewalks and turning lanes to accommodate the needs of the development as directed by the Development Officer, in consultation with the Development Engineer and other relevant agencies.

## **4.3 Solid Waste Facilities**

4.3.1 The building shall include designated space for multiple stream (refuse, recycling and composting) source separation services consistent with the Solid Waste Resource Collection and Disposal By-law. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of the building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

4.3.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **4.4 Active Transportation Linkage**

4.4.1 Prior to the commencement of any site work on the Lands, the Developer shall provide a site grading plan prepared, stamped and certified by a Professional Engineer which demonstrates that the grading along the eastern portion of the lands abutting the Bedford Highway is adequate, as determined by the Development Engineer of the Municipality, to support new infrastructure associated with future active transportation systems, such as but not limited to, the construction of a side walk.

## **4.5 Bedford Highway Improvements**

4.5.1 Improvements to the Bedford Highway are required upon the issuance of the Occupancy Permit. The detailed design for these improvements shall be submitted to the Municipality with the application for a Development Permit. The design and construction of the proposed improvements shall meet the requirements of the Municipality and all

other relevant agencies or utilities and shall include but not be limited to the development of a left turn lane and the widening of the Bedford Highway. The Developer will be responsible for all costs related to the improvements and associated works including but not limited to design and construction.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans**

Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and,
- (c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

### **5.2 Stormwater Management System**

The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

### **5.3 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) Minor changes to the placement and architectural design of the building as outlined in Section 3.4 of this Agreement, including changes in cladding material, which are beyond the authority of the Development Officer under Sections 3.1 or 3.4 of this Agreement;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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 at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 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).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.
- 7.3.3 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 Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **7.4. Completion of Development**

Upon the completion of the whole development or complete phases of the 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

#### **7.5 Discharge of Agreement**

If the Developer fails to complete the development after five (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 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

#### **8.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) days written notice of the failure or default, then in each such case:

- (a) The Municipality 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 Municipality may enter onto the Lands 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 Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality 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 Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in  
the presence of:

**(Insert Registered Owner Name)**

Witness

Per: \_\_\_\_\_

**SIGNED, DELIVERED AND ATTESTED**  
to by the proper signing officers of Halifax  
Regional Municipality, duly authorized in that  
behalf, in the presence of:

**HALIFAX REGIONAL  
MUNICIPALITY**

Witness

Per: \_\_\_\_\_  
MAYOR

Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

Attachment C  
Review of Relevant Policies of the Halifax MPS

<b>Policy Criteria</b>	<b>Staff Comment</b>
<i>1.8.1 In considering land use by-law amendments to allow inclusion of a specific property within Schedule "R", the lands must be within the Bedford Highway Secondary Plan area, designated Highway Commercial, zoned C-2B (Highway Commercial Zone) and be immediately adjacent to lands currently identified in the land use by-law as Schedule "R". (RC-Jan 11/11;E-Mar 12/11)</i>	The subject site is currently located within the Bedford Highway Secondary Plan and Schedule "R". The site is designated Highway Commercial and is zoned C2-B (Highway Commercial Zone).
<i>1.8.2 In considering development agreements pursuant to Policy 1.8, Council shall consider the following:</i>	
<i>(a) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;</i>	<p>The subject site is adjacent to several low density residential uses and high density residential uses.</p> <p>The property is quite steep. The proposed design utilizes the topography of the site to minimize the impact of the height of the building. This will also minimize the impacts on neighbouring low density residential uses. Fencing is required near the southern property line to provide for additional privacy for adjacent low density residential uses.</p>
<i>(b) direct access to and sufficient frontage on Bedford Highway;</i>	The site has direct access to Bedford Highway and has sufficient road frontage.
<i>(c) the architectural design of the building(s) including high quality building materials, articulation of and variation to the building(s) facades; and fine-grained architectural detailing;</i>	<p>The primary cladding material is a coloured masonry veneer in a buff and grey colour combined with a large percentage of windows. The building is designed to achieve a fine grained appearance and is broken up through the use of multiple articulations and recesses.</p> <p>Balconies are to be constructed with tempered glass.</p> <p>The use of different colour materials helps to further break up the design of the building.</p>
<i>(d) the scale of the building(s) having regard for the retention of views of the Bedford Basin from public spaces including streets, and active transportation corridors;</i>	Although the building 6 and 7 storeys above grade, the building is located in a location where views of Bedford Basin from public places will not be impacted.
<i>(e) safe vehicular and pedestrian access to the site and building(s);</i>	<p>Grading along the frontage of the property is to be altered to accommodate a sidewalk, curb and gutter. The change in grading will provide adequate visibility when accessing and egressing the property.</p> <p>Further, the development agreement requires pedestrian connections along the driveways from Bedford Highway to the building and walkways</p>

<b>Policy Criteria</b>	<b>Staff Comment</b>
	along the face of the building.
<i>(f) the adequacy of vehicle and bicycle parking facilities;</i>	<p>The development agreement requires 150 parking spaces which is considered adequate for the development.</p> <p>Bicycle parking is provided through bicycle racks near the entrance of the building. Storage space is included within the parking areas which could also be used for bicycle parking. The development meets the bicycle parking requirements in the Land Use By-law.</p>
<i>(g) the location of the majority of the vehicular parking below or to the side or rear of the building(s) with a minimal amount of parking accommodated in the front of the building(s) only where appropriate landscape measures along the street edge are provided;</i>	<p>120 parking spaces are located underground; 30 parking spaces are located in the front yard.</p> <p>Landscaping (Street trees) are required to be planted at regular intervals along the Bedford Highway.</p>
<i>(h) the provision of both interior and exterior amenity areas and open space of a high quality, of a size and type adequate for the active and passive use of the residents;</i>	The development agreement requires indoor and outdoor amenity space. Indoor space is provided through hobby/meeting rooms adjacent the lobby for each tower. Outdoor amenity space is provided through private balconies, a common roof top terrace, and surface landscaped areas.
<i>(i) the adequacy of the servicing capacity of the site;</i>	The application has been reviewed by Halifax Water. There were no concerns regarding the adequacy of the servicing capacity of the site. The applicant is to provide a sewage flow generation analysis at the development permit stage.
<i>(j) the provision of appropriate buffering and landscape treatment;</i>	There is an existing tree buffer which borders the majority of the development from the neighbouring properties to the west. The majority of the tree buffer will be retained to the west of the site. There is significant distance to the closest single unit dwelling to the north (approximately 275 feet) with a buffer over undeveloped treed land. To the south, the agreement requires the construction of a solid wood board privacy fence, as the single unit dwelling is located very close to expected disturbance and the property line.
<i>(k) the potential impact of shadowing on surrounding residential buildings beyond what currently exists;</i>	The applicant submitted a shadow study for the proposal which indicates that there may be shadow impacts on the lands to the north, primarily in late December. Based on the study, it is anticipated that the home at 686 Bedford Highway may be at the periphery of the proposed buildings shadow briefly between 9 am and 11am. In staff's opinion, the amount of shadowing by the proposed development is acceptable.
<i>(l) demonstrated incorporation of Crime Prevention Through Environmental Design (CPTED) principles in the site and building design; and</i>	The proposed development was reviewed by the Community Response Team of the Halifax Regional Police in relation to CPTED principles and was considered adequate.

Policy Criteria	Staff Comment
	<p>Further, the proposed development agreement requires an outdoor lighting plan to be submitted prior to the issuance of a development permit. The developer is required to provide verification that the lighting plan complies with the principles of CPTED.</p>
<p><i>(m) the provision of active transportation linkages, where needed. (RC-Jan 11/11;E-Mar 12/11)</i></p>	<p>The proposed development agreement includes provisions that accommodate developing a multi-use trail where an informal walking trail is currently located to the west of the site.</p> <p>The development agreement also requires that a pedestrian walkway be provided along the driveways to provide connectivity from Bedford Highway to the building. Sidewalks are to be constructed by the applicant.</p>

**Attachment D**  
**C2-B Zone Requirements – Halifax LUB**

**C-2B ZONE**  
**HIGHWAY COMMERCIAL ZONE**

- 38AA(1) The following uses shall be permitted in any C-2B Zone:
- (a) R-1, R-2, R-2P, R-2T, R-2AM, R-3, C-1 and C-2A uses;
  - (b) a motel;
  - (c) a motor vehicle dealer;
  - (d) motor vehicle repair shop;
  - (e) Deleted (RC-Jan 11/11;E-Mar 12/11)
  - (f) any use accessory to the foregoing uses.
- 38AA(2) No person shall in any C-2B Zone carry out, or cause or permit to be carried out, any development for any purpose other than one or more of the uses set out in subsection (1)
- 38AA(3) No person shall in any C-2B Zone use or permit to be used any land or building in whole or in part for any purpose other than one or more of the uses set out in subsection (1).

**R-1, R-2, R-2P, R-2T, R-2AM AND R-3 USES IN C-2B ZONE**

- 38AB Buildings erected, altered or used for R-1, R-2, R-2P, R-2T, R-2AM and R-3 uses in a C-2B Zone shall comply with the requirements of their respective zones.
- 38AC The height of any building in a C-2B Zone shall not exceed 35 feet. In the “Bedford Highway Area” notwithstanding Section 38AB no uses shall exceed 35 feet in height.
- 38AD Any C-2B use in a C-2B Zone shall be set back a minimum of 20 feet from the front lot line.

**SETBACKS FROM RESIDENTIAL ZONES**

- 38AE Any C-1, C-2A or C-2B use in a C-2B Zone shall be set back a minimum of 20 feet from the rear lot line and 12 feet from a side lot line where the lot lines are adjacent to a residential zone.

**DRIVEWAY ACCESS**

- 38AF(1) In the "Bedford Highway Area" one vehicle access point shall be permitted to the Highway from each lot with 100 feet of frontage or less and two vehicle access points shall be permitted for each lot with frontage greater than 100 feet.
- 38AF(2) For the purposes of Subsection (1), the vehicle access point shall not exceed 35 feet in width and shall be defined by curbing, planting, or a similar device that will not obstruct the view of traffic.

**Attachment E**  
**Minutes of Public Information Meeting – September 30, 2013**

**HALIFAX REGIONAL MUNICIPALITY**  
**Public Information Meeting**  
**Case No. 18705**

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**Monday, September 30, 2013**  
**7:00 p.m.**  
**St. Peter's Anglican Church Hall**

**STAFF IN**

**ATTENDANCE:** Andrew Bone, Senior Planner, HRM Development Approvals  
Alden Thurston, Planning Technician, HRM Development Approvals  
Cara McFarlane, Planning Controller, HRM Development Approvals

**ALSO IN**

**ATTENDANCE:** Councillor Tim Outhit, District 16  
Dan Goodspeed, Goodspeed Architects Ltd.

**PUBLIC IN**

**ATTENDANCE:** Approximately 69

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The meeting commenced at approximately 7:05 pm.

**1. Call to Order, Purpose of Meeting – Andrew Bone**

Mr. Bone introduced himself as the Planner facilitating this application through the Planning Process; Cara McFarlane and Alden Thurston, HRM Development Approvals; Dan Goodspeed, Kassner/Goodspeed Architects; and Councillor Tim Outhit (District 16).

Case No. 18705 is an application by Premax Developments Ltd. to enter into a Development Agreement for a ten-storey, plus podium, and commercial level mixed use (commercial/residential units) building for several properties known as Lot BH-1, 656, 660 and 664 Bedford Highway. The proposal includes 130 dwelling units, approximately 12,500 square feet of commercial space and a mix of underground and above-grade parking.

The purpose of this Public Information Meeting (PIM) is to inform the public that HRM has received an application, give background on the proposal and receive the public's feedback. No decision will be made at the PIM.

The PIM Agenda was reviewed.

**2. Overview of the Planning Process – Andrew Bone**

The PIM is the first step in the Planning Process. After tonight, the proposal will be forwarded to North West Planning Advisory Committee (NWPAC). NWPAC provides another public consultation. The Committee is appointed by Council and they review proposals and identify issues that they feel Staff should address. Once that happens, an internal review is done by

Staff. Once comments are received, Staff would negotiate the Development Agreement with the Applicant (Staff may or may not recommend that agreement to Council). Staff prepares a Staff Report for North West Community Council (NWCC) which includes their recommendation and the draft Development Agreement. NWCC will look at the proposal and decide if and when a Public Hearing will be held. After the decision at the Public Hearing, there is a 14-day appeal period. This is when any member of the public or the Developer can appeal NWCC's decision. Assuming a proposal is approved, the next step would be that the Development Agreement be signed and registered to the property. Once a Development Agreement is registered at the Registry of Deeds, Subdivision and Building Permit applications can be processed. The minimum amount of time from a complete application to the end of the process is about nine months.

A Development Agreement is a legal contract between the Municipality and the land owner and specifies how development happens on a site. The Agreement overrides the zoning on a property. A Development Agreement rides on the property like a deed and stays in place until Council extinguishes it; therefore, the property owner has to abide by the terms of the Agreement.

### **3. Presentation of Proposal – Andrew Bone**

The subject site is commonly known as Lot BH-1 which is 3.9 acres on the Bedford Highway located immediately below the Bedros Lane condos and is accessed from the Bedford Highway. The property is currently zoned C-2B Zone which is primarily commercial but does allow for some residential uses.

The land has a steep grade and modifications will have to be made to the site in order to develop. There is another application for a multi-unit building on the property next to this. The Public Hearing for that application will be held in October, 2013.

Policy 1.8 of the Bedford Highway Secondary Planning Strategy (SPS) is intended to promote a mixed use redevelopment in two specific nodes on the Bedford Highway: 1) north of Millview Subdivision; and, 2) south of Larry Uteck Boulevard (both shown in orange/yellow). Within Schedule R, the Policy requires that any mixed use development over 35 feet go through the Development Agreement process.

The Policy requires that Staff and Council look at certain criteria when considering these request: a) the relationship to adjacent properties and uses and mitigation of those impacts; b) access and frontage on the Bedford Highway; c) architectural design of the building; d) scale of the building; e) regard for the retention views of the Bedford Basin from public spaces including streets and active transportation corridors (views from private property are not considered in HRM); f) safe vehicular and pedestrian access and parking; g) location of vehicular parking; h) interior/exterior amenity space; i) sewer and water capacity; j) appropriate buffering and landscaping; k) impact of shadowing; l) Crime Prevention Through Environmental Design (CPTED) principles; m) active transportation linkages; and, n) general Planning Policy issues.

The MPS or SPS for the area identify where and under what conditions development can happen. In this case, Schedule R, identifies that this particular site is within the area that the Developer can apply for a Development Agreement. The content of the Development Agreement comes from the HRM Charter which is our planning document from the Province. Council can request changes to a Development Agreement before making a decision. Any decision by Council has to be consistent with the Policy.

Mr. Bone mentioned that the property is currently owned by Premax Developments Limited but is under option. Ownership can be accessed through the Provincial website under the Registry of Joint Stocks.

### **Presentation of Proposal – Dan Goodspeed**

The property is on the western shore of the Bedford Basin and has the potential for about 200 degrees arc of view. The Bedford Highway has evolved into a series of nodes from the container pier through to the end of Kearney Lake Road.

The Applicant was given a design brief by Premax Developments that included the following features: a) a mixed use building (commercial space that relates to the highway use and residential above); b) approximately 120+ luxury residential suites (a minimum of 1,200 square feet, private balconies, two bedroom, two baths and open kitchen format); c) common amenity areas; d) landscaped gardens; e) a key feature was to focus the units on the view of the Bedford Highway to the greatest extent as possible; f) enclosed parking for all the residential units and street level commercial space; and g) be highway oriented with convenient parking.

The site is located about 1,000+ feet from the Larry Uteck intersection, is just under four acres with 518 feet (158 metres) of frontage along the Bedford Highway. The property runs about 360 feet (110 metres) and the most prominent characteristic is the gradient (falls 16 metres from the uphill side along the west down to the Bedford Highway – about a 14% slope) making it very difficult to develop. Vegetation on the site is mostly Atlantic Coastal forest. The target density given was about 30 suites per acre which translates to about 68 or 70 people per acre. The recommended density for the area is 75 people per acre.

Planning context for this site is dealt with under the Halifax MPS and the land use is controlled under the Halifax Mainland Land Use By-law (LUB). Currently, the site is zoned C-2B (Highway Commercial) Zone which permits Commercial and Residential Uses and has a 35 foot height restriction. The site is designated Highway Commercial which anticipates a mixed use development with R-3 Residential. The R-3 Zone has a 50 foot height restriction (measured from average grade around the building) and a density of 75 people per acre. Schedule R, under the Halifax Mainland LUB, allows approval by Development Agreement. One of the major difficulties with this site is that there are no services along that stretch of the Bedford Highway. Two things have to happen before major development can happen on this site: a) existing services have to be taken to 520 feet or so along the full frontage of the site; and, b) Bedford Highway needs to be widened and improved to deal with traffic - two very significant costs. In the area, a node is being created where things like transit and commercial uses tend to be concentrated; therefore, it seems to be a reasonable spot for density (a bit of density has already been developed). Further to the north is more single family territory.

Different ways were created to put 120+ units on this site. In the first case (C-2B Zone), there would be three, 35 foot high buildings (three storeys, 14 or 15 suites per floor and about 300 feet long. There would be major grade alterations and all of the units on the south side of the building would face into embankments. All vegetation would be eliminated, the site would have to be excavated and re-graded in order to make this work. The second option was to have two buildings and use the 50 foot height restriction under the R-3 Zone. There would be less difficulty in dealing with the site; however, still major grading to do (almost all of it). The third option was to concentrate one building along the Bedford Highway allowing the Developer to keep the existing slope and vegetation on the west half of the site and provide a more sensitive

approach to development. The building would be seven storeys (commercial space in the bottom podium and six storeys at 20 units per floor). For the fourth option the applicant set some criteria. One was to have about a 45 degree sun penetration angle onto the Bedford Highway. The heights of the trees and buildings were surveyed and verified so that everything is taken to the same reference lines. This option shows two buildings with ten residential floors (nine and a penthouse) on top of a commercial podium and a total of 130 units. Behind that, parking for the residential portion is stacked and used to hold back the hill. The site runs 110 metres but with this option only 55 to 60 metres will be disturbed. Building a little higher in two buildings allows: a) reduction in the length of the wall along the Bedford Highway; and, b) views and light penetration through the gap in between. Six of the seven units on each floor will have a view of the Bedford Basin. There will be landscaped, common areas on the podium which will allow a view of the Halifax Harbour.

A view of the storefront envisioned along the Bedford Highway was shown along with the front courtyard about two or three feet above the Bedford Highway elevation. The front commercial portion has the look of modules with signage controlled in between the colonnades.

GENIVAR Inc. was engaged to perform a traffic impact study. Their conclusion was that the site generated trips would have no significant impact on the traffic on the Bedford Highway and site distances were adequate. However, it was suggested that a left-turn lane would be warranted for outbound traffic. Recommendations included: a) widening of the paved surface (Bedford Highway); b) a curb, gutter and an appropriate edge established along the frontage of the property; c) a new sidewalk for the full length of the property with walking connections into the residential space; and d) a proper bike lane to complement the one that exists on the other side.

RWDI did a wind study which concluded that there would be suitable wind conditions at the entrances, parking areas and the sidewalks largely due to the way the building is constructed with the podium and the masses setback on top. Recommendations included: a) planting and other fixings on the podium to help make that area more useful and comfortable; and b) cautioned against using the main rooftop as a public space.

A shadow analysis was done. The shadow impacts on adjacent properties are quite minimal from this approach.

Elevations of the building were shown. Cladding in light and dark beige brick is being proposed along with large window walls that go up in the bays, glass railings on the balconies and metal cladding for accents around a lot of the feature pieces.

#### **4. Questions and Comments**

**Wayne Ingles, Princess Lodge** – Understood there was a developer asking for more density up the hill from this property but was denied because of the grade. Was this a different piece of property? **Mr. Bone** believes it was the Emscote development in Wentworth Estates/Bedford South which is a different piece of property to the north of this site.

**Jud Godin, Bedros Lane** – Drove the Bedford Highway and does not see any buildings over five or six storeys. How does this fit with the existing developments on the Bedford Highway? **Mr. Bone** said Staff will do a review, interpret the plan and provide Council with some direction. The Policy itself is somewhat vague – anything over 35 feet must be by Development Agreement but there is no set upper limit. In the general neighbourhood, the maximum height has always been 12 storeys. This development is 120 feet high.

**Mr. Godin** – Doesn't believe there is enough parking for all of the units. There are only 26 parking spaces for 12,500 square feet of commercial development. **Mr. Bone** said that will be part of his review.

**Valerie Harrison, Southgate** – Is the Developer providing the lands and funds to accommodate the widening of the Bedford Highway, left-turn lane and sidewalk? **Mr. Bone** understands that there is enough HRM right-of-way. Typically, the developer is responsible for the work and cost when the development occurs and before the building is occupied. HRM's Engineering Staff would determine whether or not the traffic study meets HRM's standards, whether or not they agree with the findings of that study and then give comment which would be included in the Development Agreement.

**David Livingston, Bedros Lane** – Does the Traffic Impact Study take into consideration the fact that there is a proposed seven storey apartment complex going to be erected just up the street? **Greg O'Brien, GENIVAR**, confirmed it did. As described, there is no impact on traffic with the recommended upgrades. **One resident** mentioned that there will be an additional 130 families, not people, entering onto the Bedford Highway. **Mr. Bone** said the Developer is required to provide a Traffic Impact Study of the affected section of the Bedford Highway and the immediate intersections that are deemed to be affected by the development. Currently, HRM has commissioned a greater Traffic Study based on some comments made by NWCC, and other Councillors in the area, about the amount of development happening in the Bedford area in general and along this corridor. The Study will look into the carrying capacity of the Bedford Highway and what infrastructure upgrades need to be done over time to handle all the growth. That information should be available to Council before this application is before them.

**John Peters, Bedford** – Will this set the standard for future developments that will carry into Bedford proper? **Mr. Bone** explained that the Policy that enabled this application applies to two sections of this area (shown) and does not set a maximum height. Generally, each site is looked at on an individually basis and what surrounds it. Council would look at each site on its own merits.

**Mr. Peters** – Has a study been done to determine tax revenue for HRM based on the square footage? **Mr. Bone** said tax revenue is not one of the criteria. Staff would provide Council with information on any future costs or impact of costs.

**One resident from Bedros Lane** – Traffic flow during rush hour on the Bedford Highway from Larry Uteck Boulevard and the entrance to the Ravines would be incredible. It would take at least two hours to get downtown. The Bedford Basin would have to be filled in to accommodate widening the Bedford Highway. She doesn't understand why HRM would want all these high buildings to obstruct the sight-seeing. It is like a wall of buildings being built in front of the four or five-storey buildings. She is okay with four or five storeys.

**Maureen Palmeter, Fernleigh Park** – Referred to the Traffic Impact Study that was taken on Friday, February 24. Fridays have the least amount of traffic and on that date, Universities were on Spring Break which dramatically impacts the counts on the Bedford Highway as would in-service days for the two French Schools on Larry Uteck Boulevard. Also, in February that was the coldest week of the year (no walkers or cyclists). The traffic data used was not a fair number count on the traffic on the Bedford Highway at that point in time. Additionally, traffic volumes for Case No. 17760 (654 Bedford Highway) were done in November, 2010, and traffic both ways was clearly indicated in front of the site. This particular Report does not have that. She

recommends that Staff look to reports and find out what the number is and again, that left-turn lane has to be in place. Is there a study done on collisions? There have been collisions over the years at the entrance to Fernleigh neighbourhood. **Mr. O'Brien** does agree that a left-hand turning lane is a safety feature and that is why it is being recommended for the development. Traffic counts were completed in the winter months because that is when the company was approached. HRM does have factors to help adjust for the time of year. Generally, people are still travelling to work on cold days. Studies are compared to other counts that are available of nearby areas. The rate of growth would be during the peak hour. Many studies have been done along the Bedford Highway that are 0.5% growth (quite typical). **Mr. Bone** said this will be part of the technical review.

**Ms. Palmeter** – Referenced Policies regarding density and sewage capacity from a previous application (Case No. 00624). There is residential density and commercial density both combining to give the final density. Based on this particular development and her calculations, the density is around 78 persons per acre based on sewage density. **Mr. Bone** said those refer to Bedford South/Wentworth Estates and do not apply to this property. **Ms. Palmeter** mentioned that the calculations on the sheet provided uses the sewage calculation to calculate something that is called a residential density. **Mr. Bone** said that 2.25, although locked in policy in the Bedford South area, is a factor that HRM uses to assign population to a multi-unit building. He does not believe that the 75 persons per acre guide is a hard number that is written in Policy. It is a number that is indirectly referred to as guidance for future developments. These types of things would be part of the technical and Planning Policy review and Staff Report. **Ms. Palmeter** said that when a Comprehensive Development Plan is done, a clause establishing density can be written in the Agreement. **Mr. Bone** said that through the Development Agreement, the number of units that are permitted on the site will be established. **Ms. Palmeter** asked that if the Developer stuck to the R-3 mid-rise apartment building, the density would be 75 but if they go to the Development Agreement, the density can be 50. **Mr. Bone** said it could be. There is flexibility through the Development Agreement Policy to lay out development rights based on a particular site.

**Kathryn Silverstein, Royale Hemlocks** – Is the cross-sectional view shown that of the seven or ten-storey proposal? **Mr. Goodspeed** said it was the ten-storey (with podium containing commercial uses).

**Ira MacInnis, 79 Bedros Lane** – Has a great view of the whole Bedford Basin from his building. A previous development was done by Development Agreement but under the conditions that the height of the building did not take away from the view of the properties in behind. It ended up being a four-storey building and he still has his view. Is it true that any proposal does not take into the account the viewplane of the properties behind? **Mr. Bone** said that, in general, private views are not protected anywhere in HRM. There may have been a Policy in place for the previous development. He will look into it.

**Mr. MacInnis** – Developments off Larry Uteck Boulevard are built in such a way that everybody has a view of the Bedford Basin (some of it is because of the terrain and the steepness). At 11 storeys, this proposal will take away the viewplane from condos on Bedros Lane. **Mr. Bone** said that he cannot recommend refusal of the proposal because of view alone.

**Mr. MacInnis** - With respect to Larry Uteck Boulevard, millions of dollars have been spent to get that viewplane of the Bedford Basin and as the agent has said, the primary requisite that the Developer wanted was as much view of the Basin as possible. The impact of giving the new tenants of this proposed building the viewplane will have a significant effect on the major

investments of a number of other people.

**Wendy McDonald, Clayton Park** – She is involved with trails in the region and this could be part of the walkable community that the trails group is hoping to embrace through development. Unfortunately, individual buildings are being developed without proper assessment of walkability and active transportation. Currently, the Old Coach Road trail ends in the woods. What is the obligation for this kind of structure with regards to parkland contribution? Is there a parcel that HRM could look at for active connections? More people are trying to use their bikes to get to work and secure bicycle storage should be provided. This may allow for less parking spaces. **Mr. Bone** said the Old Coach Road trail was built in Bedford South and doesn't really have a connection (end of trail shown). Part of that Development Agreement required the trail be built. There is a corridor through the Cresco and Emscote lands (shown) and through the Bedros Lane site. When Bedros Lane was approved, HRM acquired, through the Development Agreement, an easement and a piece of parkland which would form a portion of the trail network for the Old Coach Road. There is a waterline that crosses the Emscote and Cresco lands where a trail is required to be built and will form a connection to the Old Coach Road trail. As part of the review, it will be determined if anything can be done on the site to potentially connect the trail system. However, there is no subdivision involved in this application; therefore, parkland dedication is not required. There is ability in this proposed building to accommodate bicycle parking.

**Louise Sherwood, Bedros Lane** – Everything seems so chaotic. She was told by the Sackville Planning office that buildings over four storeys were not permitted on the Bedford Highway. This was reiterated (and contained in the minutes) at another meeting she attended previous to this one. Development permanently eradicates nature and the environment. People who drive down the Bedford Highway are the public and that is their view. That has to be considered. Who determines what the viewplane is? **Mr. Bone** said prior to 2010, the height limit on the Bedford Highway was pretty much set at 35 feet through the current zone. In 2010, Council looked at the entire west side of the Bedford Basin and at opportunities for growth and development. A number of sites were identified to encourage higher density (greater heights) development. **Ms. Sherwood** understands the importance of how, where and when infrastructure is built up but finds that the way it is being done is illogical. Larry Uteck Boulevard was supposed to be one of the answers to this great traffic problem and in fact, has just made it worse. She doesn't understand that only certain public viewplanes are protected as the private citizens are the public. **Mr. Bone** explained that in this case, the Policy talks about viewplanes in active transportation corridors and public streets. There is an active transportation corridor that we will review and provide advice to Council.

**Ms. Sherwood** – How is the public represented? Where and how do we say no? **Mr. Bone** explained the process and when the public could engage. Once Council has the Staff Report, it becomes public knowledge.

**Mr. Ingles, Princess Lodge** – Developers will continue to build buildings in front of others causing the ones in behind to lose their views.

**Chris Rafuse, Bedros Lane** – He understands that this is going to be a rental project. **Mr. Bone** explained that through the Planning Process, HRM does not control tenancy. This proposal is for a multi-unit building. **Mr. Rafuse** said that 40 condos behind this building are going to be directly affected by this project. This adds up to \$12,000,000 worth of investments. This project could potentially wipe out \$3,000,000 of net worth of individuals in those 40 condos. Half of these people are retirees on a fixed income. At 25% cut in the net worth, that is a

massive hit. The Policy should be looked at.

**Mr. Godin** – Was told in the past that there was a 35 foot height restriction. Twelve storeys is a nightmare. It will destroy everyone's viewplane and add to the traffic. He feels that Southgate Drive will end up being the outlet for all the extra traffic.

**One resident** – Two issues mentioned in the SPS have not been brought up: a) mixed use; and b) adjacency. In this proposal, mixed use is addressed by having commercial and residential uses in the building but somewhere along the way the whole concept has gone missing in the area. There is a huge amount of residential development with very little mixed use development. In terms of adjacency, if the property next door is a high rise then the Bedford Highway will become a tunnel of high rises. There will be no end. He doesn't think it is the concept that HRM sees for the Bedford Highway.

**Ms. Palmeter** – When she purchase her property, she learned that the lands around her property were included in Schedule K (development would include a public process). The Community has been supportive of many changes that brought city water to the neighbourhood but has also been disappointed with many of the things with regards to what had to be written specifically in the document. The Community knows how important it is to be involved and know what is happening around them. In 2011, through the public consultation process, the consensus of the Community clearly indicated that development along the western shore of the Bedford Highway should continue at a low residential level. People were very upset with the as-of-right development that had occurred. People were concerned about traffic, access, and infrastructure for both sanitary and water and in wanting to preserve the scenic drive of the corridor. She takes exception to the statement in the document that is called Design Rationale in which it says, "It seems that the height restriction on this site is no longer appropriate." What has changed in two years? Where does the height end? We don't need any more height.

## **5. Closing Comments**

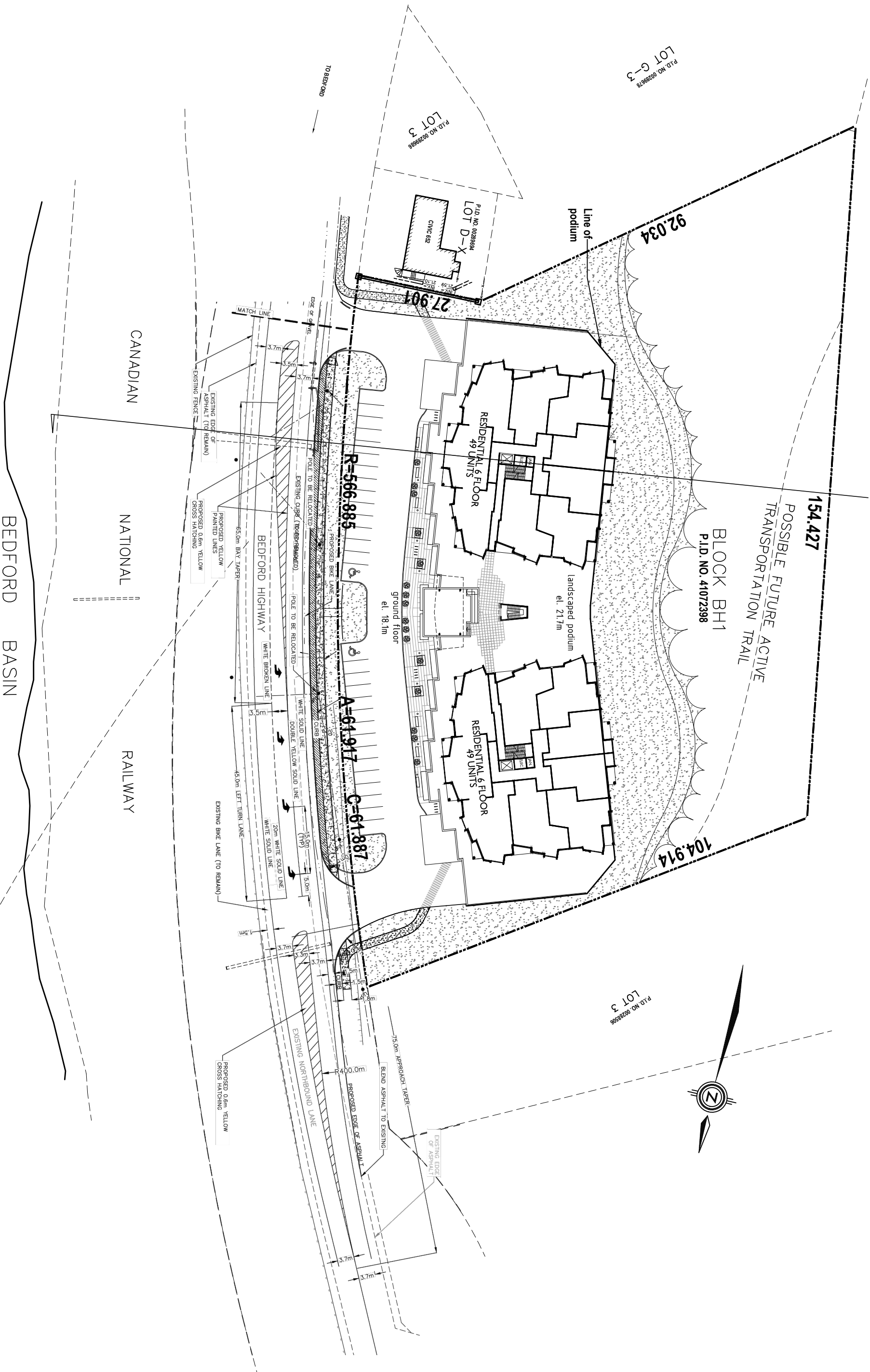
**Mr. Bone** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 9:27 p.m.



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BLOCK BH-1 BEDFORD HIGHWAY, HALIFAX, NS

RESIDENTIAL/COMMERCIAL DEVELOPMENT

P1

SITE PLAN

10m 5m 0m 10m NTS

Aug 28, 2014

Schedule B - Site plan 2 of 2

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RESIDENTIAL/COMMERCIAL DEVELOPMENT

BLOCK BH-1 BEDFORD HIGHWAY, HALIFAX, NS

P2

10m 5m 0m  
DETAIL SITE PLAN  
10m NTS

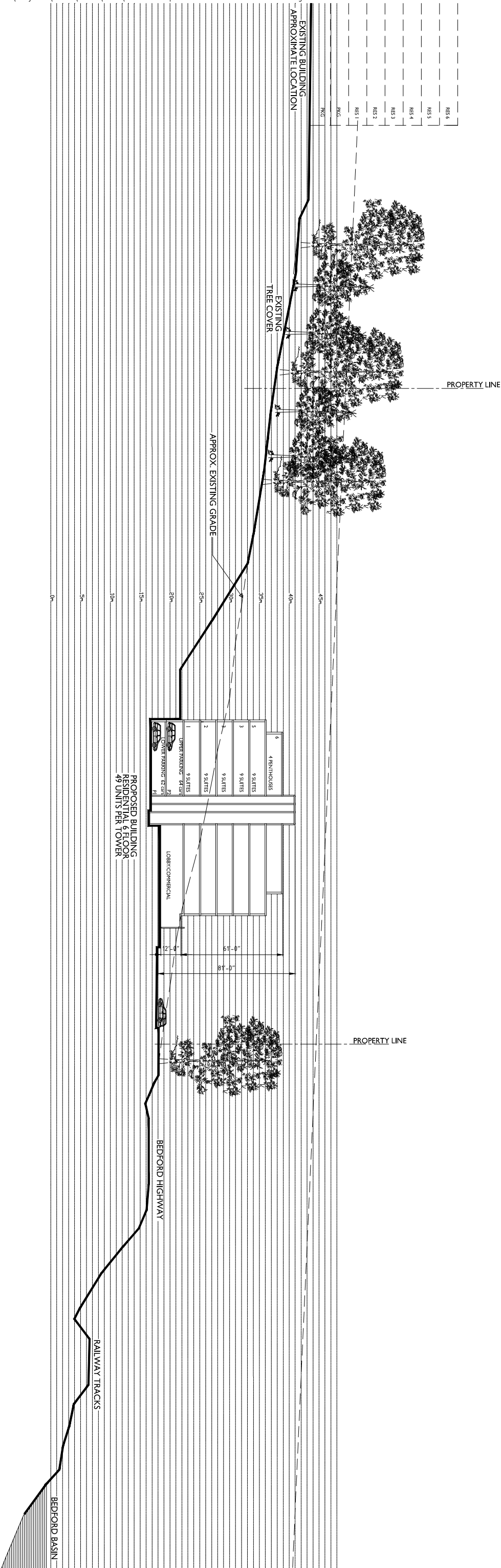
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# Schedule C - Cross Section







BEDFORD HIGHWAY

RAILWAY TRACK